

Town of Mead
BOARD OF TRUSTEES
REGULAR MEETING
AGENDA
441 3rd Street, Mead

Monday, May 10, 2021

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

MURA Special Meeting

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

REGULAR MEETING

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

1. ***Call to Order – Roll Call***

Mayor Colleen Whitlow
Mayor Pro Tem David Adams
Trustee Brooke Babcock
Trustee Debra Brodhead
Trustee Chris Cartwright
Trustee Steve Fox
Trustee Trisha Harris

2. ***Moment of Silence***

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

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

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

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6. ***Informational Items***

a. ***Police Update***

7. ***Proclamations:***

a. ***National Police Week May 9-15***

b. ***National Public Works Week May 16 – 22***

c. ***Older American Month May 2021***

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8. ***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.

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 April 26, 2021
 - b. April 30, 2021 Aged Receivables Pg. 18
 - c. Check Register May 5, 2021 Pg. 19
 - d. Investment Portfolio Quarterly Pg. 28
 - e. **Resolution No. 22-R-2021** - A Resolution of the Town of Mead, Colorado, Adopting a Comprehensive Fee Schedule Pg. 29
 - f. **Resolution No. 23-R-2021** – A Resolution of the Town of Mead, Colorado, Approving the Form of the Government Obligation Contract with KS State Bank, A Kansas Banking Corporation, and Authorizing the Execution and Delivery Thereof Pg. 54
10. **Public Hearing**
- a. **Ordinance No. 961** – An Ordinance of the Town of Mead, Colorado, Amending Sections 16-1-150, 16-3-40-Table 3.1, 16-3-50, 16-3-60(f), and 16-13-30 of the Mead Municipal Code, Regarding Home Occupations Pg. 89
11. **New Business**
- a. **Resolution No. 24-R-2021** – A Resolution of the Town of Mead, Colorado, Approving an Agreement for Professional Services Between the Town of Mead and Anderson Hallas Architects, PC Concerning Recreation Center/Field House Facility Project Architectural Design Services Pg. 108
12. **Public Comment:** 3 minute time limit. Comment is for any item whether it is on the agenda or not, unless it is set for public hearing.
13. **Legislative Summary**
14. **Elected Official Reports**
- a. Town Trustees
 - b. Mayor Whitlow
15. **Adjournment**

Town of Mead Urban Renewal Authority
BOARD OF COMMISSIONERS
SPECIAL MEETING AGENDA
441 3rd Street, Mead

Monday, May 10, 2021
5:15 p.m. – 6:00 p.m.

1. ***Call to Order – Roll Call***

Chair Colleen Whitlow
Commissioner David Adams
Commissioner Brooke Babcock
Commissioner Debra Brodhead
Commissioner Chris Cartwright
Commissioner Steve Fox
Commissioner Trisha Harris
Representative Commissioner Scott James
Representative Commissioner Paula Peairs
Representative Commissioner Laura McConnell

2. ***Pledge of Allegiance to the Flag***

3. ***Review and Approve Agenda***

4. ***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.

5. ***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 unless a Commissioner so requests, in which case, the item may be removed from the Consent Agenda and considered at the end of the Consent Agenda. ***Consent Agenda includes:***

- a. Approval of Minutes – Special Annual Meeting December 14, 2020
- b. March 2021 Financial Statements
- c. Check Register 12/08/2020 – 05/06/2021

6. ***New Business***

- a. Third & Welker Intersection
 - i. Letter of support for intersection
- b. Wayfinding Signage and Branding

7. ***Adjournment***

TO: Honorable Mayor and Trustees
FROM: Helen Migchelbrink, Town Manager
DATE: May 10, 2021
SUBJECT: Town Manager Report

- The Spring Clean-up event was held May 7 and May 8.
- The on-site portion of the Town's audit of the 2020 financials has been completed. Report will be completed prior to July 31 and presented to the Town Board.
- The next Ritchie Bros Auction is slated for May 26 and 27. There are over 3400 items up for auction.
- Public Works changed all of the locks at the Bean Plant building. The stage for the summer concert series is being stored in the building.
- Mead Motorheads is holding their annual car show festival on Memorial Day in the Town Park.
- Town Hall and the Police/Public Works building are open to the public Monday through Friday 8:00am to 4:30pm. Passports are being processed on an appointment basis.
- Highland Lake improvements are scheduled to be put out to bid at the end of May.
- Public Works installed additional solar powered lighted stop signs in Town.
- The new access control has been activated at Town Hall and PW/PD building. The new system allows more functionality for multiple doors, multiple locations and allowing access for future community room rentals.
- Staff received word we did not receive grant funding for the Highland Lake Park Improvements as part of the Safer Main Streets program.
- Interest in youth sports and summer programs has been high. Two more T-ball teams were added due to demand.
- Yoga in the Park will resume in June.
- Municipal Court is researching options for on-call interpreter services and collection services.
- Representatives of the marijuana industry have submitted a citizens' initiative to put the question of legalization of marijuana in the Town of Mead on the November 2021 ballot. Two submittals have not been approved to form. A third submittal is anticipated this week.
- Magellan Advisors was chosen to perform the regional broadband feasibility study along with Peakview Enterprises as Owner's Rep. The Towns of Johnstown, Milliken, Berthoud and Mead will be working together on this project. The Town of Johnstown approved the contracts at their Board meeting on May 3. Next steps will include community outreach and needs assessment.
- Key projects update:
 - Third Street Reconstruction Project: The final bid documents have been prepared and will be released in early May.
 - Welker and Third Street Intersection Improvements: Staff is preparing a CDOT Safer Main Streets grant for \$2 million to help fund the construction of this project. The design team began preparation of the final design documents.
 - Public Works Facility: The final bid documents are complete and are estimated to be released in early May.
- YTD totals for single family home permits:
 - 2021 YTD 75 SF Permits, 85 Certificates of Occupancy
- Boards and Commissions
 - The Planning Commission will meet on May 19.

- Monthly update was sent to the Finance Committee on 5/3/2021. Committee members will be invited to the Board meeting for the presentation of the 2020 audited financial statements.
- Human Resources
 - The Town is seeking two additional police officers, maintenance worker I/II and a project/deputy engineer. A Maintenance Worker I has been filled. To date no applications have been received for the engineer position.

Planning and Building

- Staff is working with consultants to put the fishing pier component of the Highland Lake Park project out for bid in mid-May in advance of the remainder of the improvements (parking, etc.). This strategy will allow for more accurate assessment of the cost related to the pier, which is the centerpiece of the project and a top priority. Staff anticipates selecting contractors to do the work early in the summer with construction commencing later this year.
- An application has been submitted for the Turion Planned Unit Development (CR 38/I-25) and will be under review.

Public Works and Engineering

- Staff met with St. Vrain Valley School District to continue the discussion regarding installation of a sidewalk on the Welker Avenue frontage.
- Welker Avenue (WCR 34) will be closed at Ames Park on Saturday, May 15 through Monday, May 17 for utility work related to the Range View development. Variable message boards will be placed in advance of the closure.
- Staff is in the process of marking asphalt and concrete repairs in advance of the annual street maintenance program.
- Staff reviewed the North Creek Floodplain analysis and provided comments to the consultant.

Community Engagement

- May Mead Messenger released
- Resumed Senior Exercise on May 5. Instructor requested to begin meeting outside and for seniors to bring own weights.
- Over 90 youth registered for Tee-Ball. To accommodate 2 full leagues, games will be played during the week and on Saturday at Liberty Ranch Park
- Booked a large bus to accommodate 17 seniors to Rockies game in June, reserved additional tickets.
- Town of Mead Flag Retirement Ceremony is scheduled for May 16, at 2:00pm. This will be held at the Town of Mead Reservoir (directly west of Mead Ponds). BSA Troop 67 will conduct the ceremony and Town Hall will be accepting torn, worn, faded, and badly soiled flags through May 14.
- Staff attended CDOT class to learn more about grant funding for bus transportation. Previous type of grants awarded include purchasing bus for senior and youth trips/events.

Police Department

- Report Attached



Mead Police Department

Monthly Activity - April 2021

STAFFING:

Sergeants Ellis (Blue Side), Schreiner (Red Side), and Officers Ross, Dixon, Synn, Holmen, Hansen, Green and Cramblet are working patrol.

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

Officers Coleman and Prince are assigned to Mead Schools as the Resource Officers (SRO).

TRAINING:

April 28 – Firearms Training

Traffic Incident Management Course (4 hours)

MONTHLY STATS:

Total Calls for Service (CFS) = 585 CAD entries

Traffic Contacts: 144 total, 109 warnings, 34 citations, 1 DUI

Crashes: 24 responses

Code: 67 total, 6 citations, 36 warning (parking, abandoned vehicles, animal, etc)

Alarm Calls: 14 responses

Fraud Cases: 5

Fire/Medical: 14 responses

NOTABLE CALLS FOR SERVICE:

Harassment – Mead – 21ML01914 – 04/01/2021

Threats were made against a victim of domestic abuse.

Harassment – [REDACTED] – 21ML01918 – 04/01/2021

Domestic Violence Dispute involving harassment via text messages

Fraud – Mead -21ML01924 – 04/01/2021

Unemployment scam filed with victim's information.

Warrant / Resisting Arrest – Hwy 66 / Mead Street – 21ML01937 – 04/02/2021

Arrest Warrant filed for suspect fleeing from officers

Crash – HWY 66 & I25 – 21ML01941 – 04/02/2021

Vehicle collided into second vehicle at intersection then fled the scene

Sex Assault – Mead – 21ML01952 – 04/02/2021

Cold sex assault case reported

Crash – I-25 MM 245 and I-25 Frontage Rd – 21ML01959 – 04/02/2021

Truck vs Motorcycle, non-injury involved traffic accident

Attempt Suicide – Mead – 21ML01964 – 04/02/2021

Voluntary went to hospital for help

Disturbance with Weapons – Foxtail Cr – 21ML02026 – 04/05/2021

Verbal disturbance with one party having a weapon for protection.

Stolen Vehicle – Saddle Dr – 21ML02028 – 04/06/2021

Cold report of a vehicle stolen, unknown where it was stolen from, but seen on I-25 at mm 232

Welfare Check – Mead – 21ML02035 – 04/06/2021

Caller concerned for child's safety

Fraud – [REDACTED] – 21ML02054 – 04/07/2021

Unemployment scam filed with victim's information.

Warrant – I25 and Hwy 66 – 21ML02064 – 04/08/2021

Driver of vehicle pulled over had felony warrant and was arrested.

Shots – Lighthouse Storage – 21ML02073 – 04/08/2021

Report of shots fired. Suspect fired handgun at personal laptop. Suspect was cited and released.

Fraud – [REDACTED] – 21ML02085 – 04/08/2021

Unemployment scam filed with victim's information.

Crash – I25 MM 243 – 21ML02100 – 04/09/2021
5 vehicles involved in accident, assist to CSP.

Harass – Mead – 21ML02103 – 04/09/2021
Harassment over text message towards victim

Warrant – [REDACTED] – 21ML02116 – 04/10/2021
Suspect turned themselves in on a warrant

Welfare Check – I25 Frontage Road and WCR 36 – 21ML02119 – 04/10/2021
Male seen laying down on ground near road.

Cold Burglary – [REDACTED] - 21ML02155 – 04/12/2021
Stolen Vehicle was recovered at scene after reports of construction supplies being stolen.

Crash – Branding Iron Way and WCR 7 - 21ML02161 – 04/12/2021
RAM Truck Vs Ford Truck collided at intersection, non-injury TA

Disturbance with Weapons – Mead – 21ML02169 – 04/12/2021
Domestic Violence causing injury to victim. 1 suspect arrested.

Disturbance in progress – [REDACTED] – 21ML02182 – 04/13/2021
Suspect struck victim's hand and threw a glass of water on them. 1 suspect charged with harassment.

Cold Vandalism – WCR 7 and Hwy 66 - 21ML02191 – 04/13/2021
Suspect's truck peeled out, kicking up debris, damaging victim's vehicle.

Extortion – Mead – 21ML02192 – 04/14/2021
Victim being blackmailed from online scam

Cold theft – Lighthouse Storage – 21ML02197 – 04/14/2021
Suspect caught on video stealing gas tanks from storage

Fraud – Mead – 21ML02199 – 04/14/2021
Unemployment scam filed with victim's information.

Crash – WCR 28 / WCR 9 ½ - 21ML02203 – 04/14/2021
2 vehicle non-injury.

Sex Assault – Mead – 21ML02227 – 04/15/2021
Multi-agency investigation, under investigation.

Crash – WCR 13 / Highway 66 - 21ML02230 – 04/16/2021
2 vehicle non-injury.

DUI – Hwy 66 / Mead Street – 21ML02242 – 04/17/2021
Driver fell asleep at the gas pump.

Trespass – [REDACTED] – 21ML02258 – 04/18/2021
Under investigation.

Assist Other Agency – Safeway (Firestone) – 21ML02263 – 04/18/2021
Responded to disturbance and provided assistance during investigation.

Welfare Check – Post Office – 21ML02264 – 04/18/2021
Person sleeping in building. Give ride to shelter.

Crash – Northbound I-25 / Highway 66 - 21ML02278 – 04/19/2021
3 vehicle non-injury.

Theft – Mead – 21ML02293 – 04/20/2021
License plate stolen.

Animal Bite – Mead – 21ML02307 – 04/21/2021
Occurred while two dogs fighting. No charges.

Warrant – Hwy 66 / Mead Street – 21ML02324 – 04/22/2021
Felony parole violation.

Theft – Sorrento Subdivision – 21ML02327 – 04/22/2021
Construction materials stolen.

Narcotics / Recovered Stolen Vehicle – Hwy 66 / Mead Street – 21ML02346 – 04/22/2021
Two people were contacted in association with a stolen vehicle. Narcotics were found in the vehicle.

Crash – WCR 32 / I-25 underpass - 21ML02354 – 04/23/2021
Trash truck struck the underpass, propane tank ruptured.

Warrant – Hwy 66 / Mead Street – 21ML02362 – 04/23/2021
Person arrested on two active felony warrants.

Narcotics – Hwy 66 / Mead Street – 21ML02379 – 04/24/2021
Narcotics located during traffic stop.

Warrant – Hwy 66 / Mead Street – 21ML02387 – 04/25/2021
Two people arrested on active warrants during traffic stop.

Vandalism/Trespassing – Grand View Drive – 21ML02388 – 04/25/2021
Video of suspect defecating on victim's property.

Burglary – I-25 Frontage Road / WCR 34 – 21ML02395 – 04/26/2021
Theft of construction materials from inside building.

AOA – Mead – 21ML02399 – 04/26/2021
Assisted other agency with investigation of recovered U-Haul truck with bullet holes.

Crash – Hwy 66 / WCR 3 – 21ML02406 – 04/26/2021
Minor crash, no injuries.

Crash – Welker / Ginger Ave – 21ML02409 – 04/26/2021
Hit and run crash that knocked down a town speed limit sign.

Abandoned Vehicle – 500 Block of Dillingham – 21ML02412 – 04/26/2021
Silver Toyota 4 Runner towed by Spartan Towing

Fraud – Mead – 21ML02414 – 04/27/2021
Unemployment scam filed with victim's information.

Abandoned Vehicle – Highland and Foster Ridge – 21ML02417 – 04/27/2021
Trailer without registration towed by Spartan Towing

Trespass – [REDACTED] – 21ML02418 – 04/27/2021
Under investigation

Vandalism – Valley Drive – 21ML02426 – 04/28/2021
Vehicle entered and ignition damaged.

Theft – Park n Ride – 21ML02436 – 04/28/2021
Catalytic converter stolen off of vehicle.

Theft – Lighthouse Storage – 21ML02448 – 04/29/2021
Items stolen off of RV in storage.

Harassment – Mead – 21ML02462 – 04/30/2021
Victim being harassed through telecommunication. Under Investigation.

Theft – Lighthouse Storage – 21ML02474 – 04/30/2021
Items stolen off of RV in storage.

Warrant arrest – Hwy 66 / I-25 – 21ML02489 – 04/30/2021
Vehicle stopped for no registration. Driver cited for driving under restraint and had a misdemeanor warrant for his arrest. Passenger lied about her name (see next case).

Warrant arrest – Kum n Go – 21ML02491 – 04/30/2021
Passenger of above vehicle was identified and had a felony warrant for her arrest. Also charged with providing false information initially.



PROCLAMATION
Declaring May 9 through May 15, 2021
National Police Week

WHEREAS, The Congress and President of the United States have designated May 15 as National Peace Officer's Memorial Day and the calendar week in which May 15 falls, as National Police Week; and

WHEREAS, the members of the law enforcement agency of the Town of Mead play an essential role in safeguarding the rights and freedoms of the citizens of our community; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their police department, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and protecting the innocent against deception and the weak against oppression or intimidation;

THEREFORE, I, Mayor Colleen Whitlow and the Trustees of the Town of Mead urge our citizens to join in commemorating law enforcement officers, past and present, who by their faithful and loyal devotion to their communities have established for themselves the enduring reputation for preserving the rights and security of all citizens.

NOW, THEREFORE, I, Colleen Whitlow, Mayor of the Town of Mead, Weld County, Colorado, do hereby proclaim and call upon all citizens of the Town of Mead to observe the week of May 9 through May 15, 2021 as National Police Week in the Town of Mead.

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

On this 10th day of May, 2021

Colleen G. Whitlow
Mayor



National Public Works Week Proclamation

May 16 – 22, 2021

“Stronger Together”

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of **Mead, Colorado**; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in the Town of Mead to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2021 marks the 61st annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

RESOLVED, I, **Colleen G. Whitlow**, do hereby designate the week May 16 – 22, 2021 as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association/Canadian Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

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

On this 10th day of May, 2021

Colleen G. Whitlow
Mayor



Proclamation in Recognition of May as Older Americans Month

WHEREAS, the Town of Mead includes countless older Americans who enrich and strengthen our community; and

WHEREAS, the COVID-19 pandemic has imposed tremendous hardships on our older Americans including illness, social isolation and even death; and

WHEREAS, the Town of Mead is committed to engaging and supporting older adults, their families, and caregivers; and

WHEREAS, we acknowledge the importance of taking part in activities that promote physical, mental and emotional well-being-no matter your age; and

WHEREAS, the Town of Mead can enrich the lives of individuals of every age by

- Promoting home and community-based services that support independent living;
- Involving older adults in community planning, events and other activities; and
- Providing opportunities for older adults to work, volunteer, learn, lead and mentor.

Now, therefore, I, Colleen Whitlow, Mayor of the Town of Mead, do hereby proclaim the month of May, 2021 as

“Older Americans Month”

in the Town of Mead and urge my fellow citizens to take time during this month to recognize older adults and people who serve them as vital parts of our community.

Given under my hand and Seal of the Town of Mead, Colorado
On this 10th day of May, 2021

Colleen G. Whitlow
Mayor

**Town of Mead
Regular Meeting
Board of Trustees
April 26, 2021
5:15 p.m.**

1. Call to Order - Roll Call

Mayor Colleen Whitlow called the Regular Meeting of the Board of Trustees to order at 5:17 p.m.

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

Present

Mayor Colleen Whitlow
Mayor Pro Tem David Adams (virtual access)
Trustee Brooke Babcock
Trustee Chris Cartwright
Trustee Steve Fox
Trustee Trisha Harris

Absent

Trustee Debra Brodhead

Also present: Town Manager Helen Migchelbrink; Town Clerk / Treasurer Mary Strutt; Public Information Officer Lorelei Nelson; Town Engineer / Public Works Director Erika Rasmussen; Chief of Police Brent Newbanks; Planning Director Chris Kennedy; Town Attorney Marcus McAskin.

Attending via virtual access: members of the public.

2. **Executive Session** pursuant to C.R.S. Section 24-6-402(4)(e) to determine positions relative to matters that may be subject to negotiations and to instruct negotiators regarding commercial development and intersection improvements at the intersection of 3rd Street and Welker Avenue

Motion was made by Trustee Babcock, seconded by Trustee Fox, to go into executive session pursuant to C.R.S. Section 24-6-402(4)(e) to determine positions relative to matters that may be subject to negotiations and to instruct negotiators regarding commercial development and intersection improvements at the intersection of 3rd Street and Welker Avenue. Motion carried 6-0, on a roll call vote.

Mayor Whitlow convened the Executive Session at 5:19 p.m.

The Board returned to the Regular Meeting from Executive Session at 6:01 p.m. Those present for the Executive Session were Mayor Whitlow, Mayor Pro Tem Adams, Trustees Babcock, Cartwright, Fox, and Harris, Town Attorney Marcus McAskin, Town Manager Helen Migchelbrink, Town Clerk/Treasurer Mary Strutt, Town Engineer/Public Works Director Erika Rasmussen, Planning Director Chris Kennedy, Public Information Officer Lorelei Nelson.

The Board took a short recess before reconvening the Regular Meeting.

RECONVENE REGULAR MEETING

Mayor Whitlow reconvened the regular meeting at 6:09 p.m.

3. **Moment of Silence**

Mayor Whitlow requested the observance of a moment of silence for former Vice President Walter Mondale.

4. **Pledge of Allegiance to the Flag**

The assembly pledged allegiance to the flag.

5. **Review and Approve Agenda**

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

6. **Staff Report: Town Manager Report**

Town Manager Helen Migchelbrink discussed the Bean Plant acquisition; meeting with Slate Communications; no facilities/fields available at SVVSD until at least fall; census added one Colorado Congressman; Regular meeting scheduled for 6/1 (after Memorial Day); Third & Welker excavating and road repair; Third Street road and sidewalk closure; CR 28 road repair. Chief Newbanks discussed a truck accident closing Hwy 66.

7. **Informational Items**

a. Mountain View Fire Rescue District Fire Code

Assistant Chief of Life Safety Jeff Webb discussed the fire code update recently adopted by MVFRD and requested the Board consider adopting part or all of the Code.

b. Recreation Update Summer Schedule

Recreation Coordinator Kaley Hein discussed summer events and sports.

8. **Proclamations**

a. Municipal Clerk's Week May 2 – May 8

Deputy Clerk / Municipal Court Clerk Aimee Brossman discussed recent updates to court procedures.

Motion was made by Trustee Babcock, seconded by Trustee Cartwright, to authorize Mayor Whitlow to sign the proclamation for Municipal Clerk's Week May 2 – May 8, 2021. Motion carried 6-0, on a roll call vote.

b. Teacher Appreciation Week May 2 – May 8

Motion was made by Trustee Cartwright, seconded by Trustee Harris, to authorize Mayor Whitlow to sign the proclamation for Teacher Appreciation Week May 2 – May 8, 2021. Motion carried 6-0, on a roll call vote.

- c. Neurofibromatosis Awareness Month May 2021

Motion was made by Trustee Babcock, seconded by Trustee Harris, to authorize Mayor Whitlow to sign the proclamation for Neurofibromatosis Awareness Month May 2021. Motion carried 6-0, on a roll call vote.

9. Public Comment

There was no public comment at this time.

10. Consent Agenda

- a. Approval of Minutes–Regular Meeting April 12, 2021
- b. March 2021 Financials
- c. Check Register April 22, 2021
- d. **Resolution No. 20-R-2021** – A Resolution of the Town of Mead, Colorado, Approving the First Amendment to Road Repair Agreement with Cub Creek Energy, LLC
- e. **Ordinance No. 959** – An Ordinance of the Town of Mead, Colorado, Approving with Conditions the Agfinity Station Mead Site Plan

Motion was made by Trustee Harris, seconded by Trustee Babcock, to approve the Consent Agenda. Motion carried 6-0, on a roll call vote.

11. New Business

- a. **Resolution No. 21-R-2021** – A Resolution of the Town of Mead, Colorado, Approving an Agreement for Professional Services Between the Town of Mead and Kerestes-Martin Associates Inc. Concerning Wayfinding Signage and Implementation Plan Services

Public Information Officer Lorelei Nelson discussed wayfinding signage, implementation plan and grant opportunities.

Motion was made by Trustee Cartwright, seconded by Trustee Fox, to adopt Resolution No. 21-R-2021 – A Resolution of the Town of Mead, Colorado, Approving an Agreement for Professional Services Between the Town of Mead and Kerestes-Martin Associates Inc. Concerning Wayfinding Signage and Implementation Plan Services. Motion carried 6-0, on a roll call vote.

- b. **Ordinance No. 960** – An Ordinance of the Town of Mead, Colorado, Amending Section 6-3-115(a) of the Mead Municipal Code Concerning Distance Restrictions for New Liquor Licenses

Town Clerk / Treasurer Mary Strutt discussed recommended Municipal Code changes.

Motion was made by Trustee Harris, seconded by Trustee Cartwright, to adopt Ordinance No. 960 – An Ordinance of the Town of Mead, Colorado, Amending Section 6-3-115(a) of the Mead Municipal Code Concerning Distance Restrictions for New Liquor Licenses. Motion carried 6-0, on a roll call vote.

c. Single Axle Dump Truck Lease Purchase

Town Engineer / Public Works Director Erika Rasmussen discussed the cost of a single axle dump truck to replace one which was damaged in the recent storm and totaled by insurance.

Motion was made by Trustee Fox, seconded by Trustee Harris, to authorize the Town Manager and Public Works Director to proceed with the necessary steps to secure the 2022 HV507 SFA International Truck as described in the McCandless proposal dated April 21, 2021 including but not limited to completing the credit application with KS Statebank and finalizing the lease-purchase contract for consideration by the Board of Trustees at an upcoming Regular Board Meeting. Motion carried 6-0, on a roll call vote.

12. Public Comment

There was no public comment at this time.

13. Elected Officials Report

Town Attorney Marcus McAskin discussed SB 21-238.

a. Town Trustees

The Trustees discussed Agfinity phases of construction; Bean Plant clean up; replacement of damaged signs on Welker; CDOT roadway exit signs.

b. Mayor Whitlow
Flag Retirement Ceremony

The Board discussed partnering with the local Scouts for a flag retirement ceremony.

14. Adjournment

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

The Regular Meeting of the Town of Mead Board of Trustees adjourned at approximately 8:06 p.m. on Monday, April 26, 2021.

Colleen G. Whitlow, Mayor

ATTEST:

Mary E. Strutt, MMC, Town Clerk

Report Criteria:

Aging by Date

Aged using Payment Date

Customer Number	Name	Balance	Future	Current	Over 30	Over 60	Over 90	Over 120	Over 150
1	St. Vrain Valley School District	1,130.36	1,130.36	-	-	-	-	-	-
45	Mead Development Group, Inc.	4,659.00-	-	-	-	-	-	-	4,659.00-
198	Boulder Pacific LLC	100.00	-	-	-	-	-	-	100.00
208	Sekich Properties	5,089.00-	-	-	-	-	-	-	5,089.00-
214	Mead Towne Center	5,295.00	-	-	-	-	-	-	5,295.00
239	Gopher Gulch	3,246.00-	-	-	-	3,246.00-	-	-	-
241	Red Barn	1,459.65-	-	1,459.65-	-	-	-	-	-
256	Prosper Land & Development LLC	1,893.00-	-	1,893.00-	-	-	-	-	-
258	JDV Metropolitan District	2,526.50-	-	-	-	-	-	-	2,526.50-
259	Scannell Properties	30,343.96-	-	30,343.96-	-	-	-	-	-
261	Great Western Operating Co LLC	2,224.25-	-	-	-	-	-	-	2,224.25-
262	Eagle Development Company	22,919.75-	-	-	10,662.53-	12,257.22-	-	-	-
263	Eagle Development	42,212.25-	-	-	27,859.25-	14,353.00-	-	-	-
264	Ventana Capital	8,626.00-	-	-	-	-	-	-	8,626.00-
265	Sugar Mill Antiques & Vintage Depot	688.75-	-	-	-	-	-	-	688.75-
266	Benson Farms - MRA	252.00	-	-	-	252.00	-	-	-
270	Highland Development Services Inc	494.80-	-	-	494.80-	-	-	-	-
271	MWD INVESTMENTS LLC	2,855.75	-	-	582.00	61.50	-	1,349.00	863.25
272	Iglesia De Jesucristo	2,750.00-	-	2,750.00-	-	-	-	-	-
277	Front Range Investment Holdings LLC	12,617.25-	-	-	-	-	-	-	12,617.25-
280	Benson Farms - MD	2,430.25-	-	-	-	-	-	-	2,430.25-
282	Agfinity, Inc	1,978.00	-	1,747.00	231.00	-	-	-	-
283	Hylandtown/ Weld County Land Investors	8,080.75	-	4,812.00	3,268.75	-	-	-	-
284	Ziggi's Coffe Headquarters	213.00-	-	-	-	213.00-	-	-	-
285	Boulder Scientific Company, LLC	3,804.50-	-	-	-	549.50-	-	-	3,255.00-
287	Eagle Development LRMD	1,855.00-	-	-	-	-	-	-	1,855.00-
289	Lizondo Futbol Academy LLC	1,933.00-	-	-	-	-	-	1,933.00-	-
290	Forestar Real Estate Group	12,416.75-	-	-	-	-	-	12,416.75-	-
292	BREG Industrial Development	5,000.00-	-	5,000.00-	-	-	-	-	-
Grand Totals:		149,710.80-	1,130.36	34,887.61-	34,934.83-	30,305.22-	-	13,000.75-	37,712.75-

Report Criteria:
 Report type: GL detail

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
05/21	05/05/2021	33288	ADAMSON POLICE PRODUCTS	INV350730	01-42-5254	Cramblet Vest	240.00
05/21	05/05/2021	33288	ADAMSON POLICE PRODUCTS	INV350856	01-42-5254	Hansen	8.00
05/21	05/05/2021	33288	ADAMSON POLICE PRODUCTS	INV351656	01-42-5254	Name strip	16.00
Total 33288:							264.00
05/21	05/05/2021	33289	AGFINITY	K24814	01-45-5363	supplies	1,542.00
Total 33289:							1,542.00
05/21	05/05/2021	33290	Arbortanics, Inc	713705	01-45-5370	Arbor day Tree landscaping	523.90
Total 33290:							523.90
05/21	05/05/2021	33291	Bean LLC clo Dave Shenk	566.01	99-01-1075	Refund overpayment. Account 566.01	.92
Total 33291:							.92
05/21	05/05/2021	33292	BMI	39551164	01-49-5331	Music licence	364.00
Total 33292:							364.00
05/21	05/05/2021	33293	BOWMAN CONSTRUCTION SUP	BCS126884	01-45-5215	Fertilizer for parks	1,715.00
Total 33293:							1,715.00
05/21	05/05/2021	33294	Carbon Valley Parks & Rec Distric	050321	01-49-5260	Volleyball participation fee for facility use	2,075.00
Total 33294:							2,075.00
05/21	05/05/2021	33295	CARDMEMBER SERVICE	1008 042621	01-42-5216	Patrol car wash	84.00
05/21	05/05/2021	33295	CARDMEMBER SERVICE	1008 042621	01-42-5331	Annual subscription-leeds	1,707.00
05/21	05/05/2021	33295	CARDMEMBER SERVICE	1008 042621	01-42-5201	Adobe	39.98
05/21	05/05/2021	33295	CARDMEMBER SERVICE	1008 042621	01-42-5216	Brakes & rotars unit5	985.40
05/21	05/05/2021	33295	CARDMEMBER SERVICE	1008 042621	01-42-5255	Bwc mounts	156.50
05/21	05/05/2021	33295	CARDMEMBER SERVICE	1008 042621	01-42-5216	tire & rim unit 4Bwc mounts	412.78
05/21	05/05/2021	33295	CARDMEMBER SERVICE	1008 042621	01-42-5330	Ross hotel for training	442.83
05/21	05/05/2021	33295	CARDMEMBER SERVICE	1008 042621	01-42-5210	gloves	38.28
05/21	05/05/2021	33295	CARDMEMBER SERVICE	1008 042621	01-42-5331	docuSign subscription	15.00
05/21	05/05/2021	33295	CARDMEMBER SERVICE	1008 042621	01-42-5200	Planner	28.53
05/21	05/05/2021	33295	CARDMEMBER SERVICE	1008 042621	01-42-5200	cd cases & cables	34.13
05/21	05/05/2021	33295	CARDMEMBER SERVICE	1008 042621	01-42-5200	webcam	39.98
05/21	05/05/2021	33295	CARDMEMBER SERVICE	7239 042621	01-49-5260	Volleyball net	159.99
05/21	05/05/2021	33295	CARDMEMBER SERVICE	7239 042621	01-40-5201	Zoom refund	419.60
05/21	05/05/2021	33295	CARDMEMBER SERVICE	7239 042621	01-49-5265	Senior lunch	245.00
05/21	05/05/2021	33295	CARDMEMBER SERVICE	7239 042621	01-49-5201	Adobe - Hein	155.88
05/21	05/05/2021	33295	CARDMEMBER SERVICE	7239 042621	01-43-5411	Annexation & design expenses	977.97
05/21	05/05/2021	33295	CARDMEMBER SERVICE	7239 042621	01-49-5349	wellness	905.00
05/21	05/05/2021	33295	CARDMEMBER SERVICE	7239 042621	01-49-5262	Yard signs - clean up days	150.49
05/21	05/05/2021	33295	CARDMEMBER SERVICE	7239 042621	01-49-5331	Mead messenger	14.99
05/21	05/05/2021	33295	CARDMEMBER SERVICE	7239 042621	01-49-5262	Banner clean up days	148.40
05/21	05/05/2021	33295	CARDMEMBER SERVICE	7700 042621	01-40-5201	Monthly office 365	470.00
05/21	05/05/2021	33295	CARDMEMBER SERVICE	7700 042621	01-40-5205	Postage	23.85

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
05/21	05/05/2021	33295	CARDMEMBER SERVICE	7700 042621	01-41-5430	Copies- WCCR	4.00
05/21	05/05/2021	33295	CARDMEMBER SERVICE	7700 042621	01-41-5700	BOT meeting supplies	154.15
05/21	05/05/2021	33295	CARDMEMBER SERVICE	7700 042621	01-40-5331	Newspaper subscription	11.99
05/21	05/05/2021	33295	CARDMEMBER SERVICE	7700 042621	01-41-5330	Clerk training	37.00
05/21	05/05/2021	33295	CARDMEMBER SERVICE	7700 042621	01-40-5700	EE 1st day	18.72
Total 33295:							7,042.24
05/21	05/05/2021	33296	CENTURY LINK	0831 042521	01-40-5300	TH fax	68.31
05/21	05/05/2021	33296	CENTURY LINK	4770 042521	01-42-5300	pd fax	78.21
Total 33296:							146.52
05/21	05/05/2021	33297	CliftonLarsonAllen LLP	2842458	01-40-5415	2020 Financial Audit	6,930.00
05/21	05/05/2021	33297	CliftonLarsonAllen LLP	2842458	06-40-5415	2020 Financial Audit	3,465.00
05/21	05/05/2021	33297	CliftonLarsonAllen LLP	2842458	20-40-5415	2020 Financial Audit	1,155.00
Total 33297:							11,550.00
05/21	05/05/2021	33298	COLORADO EMPLOYER BENEF	INV 0042039	01-02-2310	Health Insurance 5/2021	38,139.19
05/21	05/05/2021	33298	COLORADO EMPLOYER BENEF	INV 0042039	06-02-2310	Health Insurance 5/2021	1,729.17
05/21	05/05/2021	33298	COLORADO EMPLOYER BENEF	INV 0042039	20-02-2310	Health Insurance 5/2021	626.04
Total 33298:							40,494.40
05/21	05/05/2021	33299	COMMERCE BANK COMMERCIAL	175534	01-44-5600	2021 Payment 2 of 4	13,204.70
Total 33299:							13,204.70
05/21	05/05/2021	33300	David Jay Thrower	153	01-48-5040	Municipal court judge 4/2021	1,000.00
Total 33300:							1,000.00
05/21	05/05/2021	33301	Denali Water Solutions LLc	INV243780	06-47-5231	Sludge Disposal WE 4/13	1,287.00
05/21	05/05/2021	33301	Denali Water Solutions LLc	INV244535	06-47-5231	Sludge Disposal WE 4/19	1,287.00
Total 33301:							2,574.00
05/21	05/05/2021	33302	ESRI, INC.	94021867	01-44-5201	GIS Software	1,200.00
05/21	05/05/2021	33302	ESRI, INC.	94021867	01-43-5201	GIS Software	600.00
Total 33302:							1,800.00
05/21	05/05/2021	33303	FRONT RANGE PORTABLE RES	9352	01-45-5210	4/21 Liberty Ranch	140.00
05/21	05/05/2021	33303	FRONT RANGE PORTABLE RES	9353	01-45-5210	4/21 Highland lake	140.00
Total 33303:							280.00
05/21	05/05/2021	33304	FRONTIER SELF STORAGE	060121	01-40-5700	Storage	100.00
Total 33304:							100.00
05/21	05/05/2021	33305	Fusion Cloud Company	9300818	01-40-5300	Phone Bill 5/2021	266.26
Total 33305:							266.26

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
05/21	05/05/2021	33306	GENE HAVENS	4/2021	01-44-5700	Clothing reimbursement	76.04
Total 33306:							76.04
05/21	05/05/2021	33307	GRAINGER	9848426350	01-44-5364	Sander	34.45
Total 33307:							34.45
05/21	05/05/2021	33308	GRC Consulting, Inc	8134	01-44-5360	1/2021 sweeping	1,890.00
05/21	05/05/2021	33308	GRC Consulting, Inc	8301	01-44-5360	Feb sweeping	1,890.00
Total 33308:							3,780.00
05/21	05/05/2021	33309	Invision GIS, LLC	1928	01-44-5201	GIS svcs	1,695.00
Total 33309:							1,695.00
05/21	05/05/2021	33310	JAROM & JAMIE JOHN	1570.01 4.30	99-01-1075	Refund overpayment. Account 1570.01	86.00
Total 33310:							86.00
05/21	05/05/2021	33311	JVA INCORPORATED	61603	01-47-5405	General engineering	1,675.90
05/21	05/05/2021	33311	JVA INCORPORATED	91010	06-40-5405	On call	1,768.00
05/21	05/05/2021	33311	JVA INCORPORATED	91010	06-47-5551	On call	1,364.48
05/21	05/05/2021	33311	JVA INCORPORATED	91076	13-40-5500	north creek flood plain	1,960.20
05/21	05/05/2021	33311	JVA INCORPORATED	91582	01-02-2615	Red Barn	560.00
05/21	05/05/2021	33311	JVA INCORPORATED	91583	01-02-2615	Gopher Gulch	1,776.00
05/21	05/05/2021	33311	JVA INCORPORATED	91584	01-02-2615	Mead Warehouse	736.00
05/21	05/05/2021	33311	JVA INCORPORATED	91586	01-02-2615	Rangeview	356.00
05/21	05/05/2021	33311	JVA INCORPORATED	91587	01-02-2615	Lizondo	480.00
05/21	05/05/2021	33311	JVA INCORPORATED	91588	01-02-2615	St acacius	648.00
05/21	05/05/2021	33311	JVA INCORPORATED	91589	01-02-2615	Iglasia	400.00
05/21	05/05/2021	33311	JVA INCORPORATED	91590	14-40-5505	3rd st roadway	4,530.00
05/21	05/05/2021	33311	JVA INCORPORATED	91591	01-02-2615	The Highlands	80.00
05/21	05/05/2021	33311	JVA INCORPORATED	91592	01-02-2615	Agfinity	240.00
05/21	05/05/2021	33311	JVA INCORPORATED	91595	01-02-2615	The Highlands	80.00
05/21	05/05/2021	33311	JVA INCORPORATED	91596	01-47-5405	2020 standards	666.00
05/21	05/05/2021	33311	JVA INCORPORATED	91597	01-02-2615	Ziggis	1,208.00
05/21	05/05/2021	33311	JVA INCORPORATED	91598	01-02-2615	Turion	320.00
05/21	05/05/2021	33311	JVA INCORPORATED	91600	01-47-5405	hwy 66 commercial	160.00
05/21	05/05/2021	33311	JVA INCORPORATED	91601	01-02-2615	Postle	1,468.00
05/21	05/05/2021	33311	JVA INCORPORATED	91602	01-47-5405	Westridge	240.00
Total 33311:							20,716.58
05/21	05/05/2021	33312	JVA INCORPORATED	91053	09-50-5511	OWTS design	950.00
05/21	05/05/2021	33312	JVA INCORPORATED	91593	09-50-5511	PW Admin office	9,700.00
05/21	05/05/2021	33312	JVA INCORPORATED	91594	09-50-5511	PW Admin office	2,900.00
Total 33312:							13,550.00
05/21	05/05/2021	33313	Keith Bullock	042821	01-44-5364	Mailbox repair- snow removal	171.89
Total 33313:							171.89
05/21	05/05/2021	33314	KLEEN-TECH SERVICES CORP	55633	01-40-5050	Janitorial Services 3/2021	1,000.79

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 33314:							1,000.79
05/21	05/05/2021	33315	KONICA MINOLTA BUSINESS S	272594184	01-40-5315	Copies	167.27
Total 33315:							167.27
05/21	05/05/2021	33316	LITTLE THOMPSON WATER DIS	607001 4.20.	06-47-5305	5423 WC 32 4.20.2021	28.77
05/21	05/05/2021	33316	LITTLE THOMPSON WATER DIS	618801 4.20.	01-45-5305	150 Main St 4.20.2021	31.17
05/21	05/05/2021	33316	LITTLE THOMPSON WATER DIS	620201 4.20.	01-45-5305	2700 WC 34.5 4.20.2021	74.85
05/21	05/05/2021	33316	LITTLE THOMPSON WATER DIS	621801 4.20.	01-45-5305	190 1st St 4.20.2021	74.85
05/21	05/05/2021	33316	LITTLE THOMPSON WATER DIS	622501 4.20.	01-45-5305	365 Welker 4.20.2021	31.17
05/21	05/05/2021	33316	LITTLE THOMPSON WATER DIS	657602 4.20.	06-47-5305	4504 E Welker 4.20.2021	44.26
05/21	05/05/2021	33316	LITTLE THOMPSON WATER DIS	657701 4.20.	01-45-5305	156 Eagle 4.20.2021	39.81
05/21	05/05/2021	33316	LITTLE THOMPSON WATER DIS	657801 4.20.	01-42-5305	537 Main Police 4.20.2021	24.61
05/21	05/05/2021	33316	LITTLE THOMPSON WATER DIS	657801 4.20.	01-44-5305	537 Main PW 4.20.2021	24.61
05/21	05/05/2021	33316	LITTLE THOMPSON WATER DIS	657901 4.20.	01-45-5305	16775 North Creek 4.20.2021	90.64
05/21	05/05/2021	33316	LITTLE THOMPSON WATER DIS	658001 4.20.	01-45-5305	441 3rd St (6580) 4.20.2021	90.64
05/21	05/05/2021	33316	LITTLE THOMPSON WATER DIS	658101 4.20.	01-45-5305	10 Fairburn 4.20.2021	31.17
05/21	05/05/2021	33316	LITTLE THOMPSON WATER DIS	658201 4.20.	01-40-5305	441 3rd St 4.20.2021	36.91
05/21	05/05/2021	33316	LITTLE THOMPSON WATER DIS	662002 4.20.	01-40-5305	501 3rd St 4.20.2021	28.77
Total 33316:							652.23
05/21	05/05/2021	33317	Loveland Design Center Carpet O	30194	01-47-5215	50% Deposit Carpet\ treads for stairs	10,986.17
Total 33317:							10,986.17
05/21	05/05/2021	33318	MAIN STREET MAT COMPANY	51305	01-44-5210	Mat svcs 2/1/21	21.33
05/21	05/05/2021	33318	MAIN STREET MAT COMPANY	51305	01-42-5210	Mat svcs 2/1/21	21.33
05/21	05/05/2021	33318	MAIN STREET MAT COMPANY	63150	01-40-5210	Mat svcs TH	53.62
05/21	05/05/2021	33318	MAIN STREET MAT COMPANY	63151	01-44-5210	Mat svcs 4/26/21	21.33
05/21	05/05/2021	33318	MAIN STREET MAT COMPANY	63151	01-42-5210	Mat svcs 4/26/21	21.33
Total 33318:							138.94
05/21	05/05/2021	33319	MCDONALD FARMS ENTERPRI	492515-1043	06-47-5231	Vac Tanker 4/22	539.00
Total 33319:							539.00
05/21	05/05/2021	33320	Michael Lofurno	1426.03	99-01-1075	Refund overpayment. Account 1426.03	27.68
Total 33320:							27.68
05/21	05/05/2021	33321	MICHOW COX & MCASKIN LLP	MEAD.MAR2	01-02-2615	Agfinity	1,518.00
05/21	05/05/2021	33321	MICHOW COX & MCASKIN LLP	MEAD.MAR2	01-02-2615	Turion	2,036.00
05/21	05/05/2021	33321	MICHOW COX & MCASKIN LLP	MEAD.MAR2	01-02-2615	Red Barn	231.00
05/21	05/05/2021	33321	MICHOW COX & MCASKIN LLP	MEAD.MAR2	01-02-2615	Ziggis	1,986.00
05/21	05/05/2021	33321	MICHOW COX & MCASKIN LLP	MEAD.MAR2	01-02-2615	Boulder Scientific	126.00
05/21	05/05/2021	33321	MICHOW COX & MCASKIN LLP	MEAD.MAR2	01-02-2615	Gopher	1,301.00
05/21	05/05/2021	33321	MICHOW COX & MCASKIN LLP	MEAD.MAR2	01-02-2615	Lizondo	317.00
05/21	05/05/2021	33321	MICHOW COX & MCASKIN LLP	MEAD.MAR2	01-02-2615	Postle	1,189.00
05/21	05/05/2021	33321	MICHOW COX & MCASKIN LLP	MEAD.MAR2	01-02-2615	Mead place	247.00
05/21	05/05/2021	33321	MICHOW COX & MCASKIN LLP	MEAD.MAR2	01-02-2615	The Highlands	65.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 33321:							9,016.00
05/21	05/05/2021	33322	MJT Communications	13240	01-40-5201	Computer Consulting 6/2021	1,042.00
Total 33322:							1,042.00
05/21	05/05/2021	33323	MOUNTAIN STATES LIGHTING	10761	11-40-5700	Lower arms for banners	3,183.88
Total 33323:							3,183.88
05/21	05/05/2021	33324	MOUNTAIN TRUCK & EQUIP	14760-28440	01-44-5216	Supplies	59.94
Total 33324:							59.94
05/21	05/05/2021	33325	NEXTRUST, INC.	PRE PAYME	01-01-1302	Pre pay Sewer Bill mailing company	500.00
Total 33325:							500.00
05/21	05/05/2021	33326	One Way Inc	220227	01-40-5310	D13927	73.50
05/21	05/05/2021	33326	One Way Inc	220269	01-44-5310	D13927	36.75
05/21	05/05/2021	33326	One Way Inc	220269	01-45-5310	D13927	36.75
05/21	05/05/2021	33326	One Way Inc	220298	01-40-5310	D13927	47.25
05/21	05/05/2021	33326	One Way Inc	220299	06-47-5310	D13927	89.26
05/21	05/05/2021	33326	One Way Inc	220307	01-44-5310	D13927	23.63
05/21	05/05/2021	33326	One Way Inc	220307	01-45-5310	D13927	23.62
Total 33326:							330.76
05/21	05/05/2021	33327	Precision Employment Consulting	043021	01-40-5401	Consulting 4/2021	7,375.00
Total 33327:							7,375.00
05/21	05/05/2021	33328	Product Solutions LLC	19402	01-45-5215	Top dassing - parks	925.00
Total 33328:							925.00
05/21	05/05/2021	33329	Professional Management Solutio	84541	01-40-5401	Financial Consulting 4/2021 and 2020 Au	5,460.00
05/21	05/05/2021	33329	Professional Management Solutio	84541	01-40-5401	Financial Consulting 4/2021 and 2020 Au	3,813.75
Total 33329:							9,273.75
05/21	05/05/2021	33330	RAMEY ENVIRONMENTAL COM	22176	06-47-5390	Wastewater svcs - 4/2021	4,277.70
05/21	05/05/2021	33330	RAMEY ENVIRONMENTAL COM	22176	06-47-5391	Wastewater svcs - 4/2021	711.13
05/21	05/05/2021	33330	RAMEY ENVIRONMENTAL COM	22176	06-47-5210	Wastewater svcs - 4/2021	327.26
Total 33330:							5,316.09
05/21	05/05/2021	33331	SAFETY & CONSTRUCTION SU	0063517-IN	01-44-5255	ppe	348.48
Total 33331:							348.48
05/21	05/05/2021	33332	SESAC	10468085	01-49-5331	music licence	483.00
Total 33332:							483.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
05/21	05/05/2021	33333	Show Tek events	043021	01-49-5261	Deposit for stage and audio - community	1,980.00
Total 33333:							1,980.00
05/21	05/05/2021	33334	SpeakWrite LLC	4E171E82	01-42-5210	Cramblet	931.26
Total 33334:							931.26
05/21	05/05/2021	33335	TDS	6545 041921	01-40-5325	5/2021 internet	455.30
Total 33335:							455.30
05/21	05/05/2021	33336	THE HARTFORD-GROUP BENE	92470511116	01-40-5066	STD / LTD Insurance 5/2021	181.02
05/21	05/05/2021	33336	THE HARTFORD-GROUP BENE	92470511116	01-41-5066	STD / LTD Insurance 5/2021	9.41
05/21	05/05/2021	33336	THE HARTFORD-GROUP BENE	92470511116	01-42-5066	STD / LTD Insurance 5/2021	356.84
05/21	05/05/2021	33336	THE HARTFORD-GROUP BENE	92470511116	01-43-5066	STD / LTD Insurance 5/2021	127.92
05/21	05/05/2021	33336	THE HARTFORD-GROUP BENE	92470511116	01-44-5066	STD / LTD Insurance 5/2021	93.33
05/21	05/05/2021	33336	THE HARTFORD-GROUP BENE	92470511116	01-45-5066	STD / LTD Insurance 5/2021	65.89
05/21	05/05/2021	33336	THE HARTFORD-GROUP BENE	92470511116	01-47-5066	STD / LTD Insurance 5/2021	97.06
05/21	05/05/2021	33336	THE HARTFORD-GROUP BENE	92470511116	01-48-5066	STD / LTD Insurance 5/2021	30.58
05/21	05/05/2021	33336	THE HARTFORD-GROUP BENE	92470511116	01-49-5066	STD / LTD Insurance 5/2021	59.56
05/21	05/05/2021	33336	THE HARTFORD-GROUP BENE	92470511116	06-40-5066	STD / LTD Insurance 5/2021	55.06
05/21	05/05/2021	33336	THE HARTFORD-GROUP BENE	92470511116	20-40-5066	STD / LTD Insurance 5/2021	22.35
Total 33336:							1,099.02
05/21	05/05/2021	33337	Theresa Hampshire	4/2021	01-40-5705	Mileage 4/2021	72.52
Total 33337:							72.52
05/21	05/05/2021	33338	TOWN OF MEAD	338.01 0430	01-40-5305	441 3rd St	54.20
05/21	05/05/2021	33338	TOWN OF MEAD	453.01 0430	01-44-5305	535 Main St	27.10
05/21	05/05/2021	33338	TOWN OF MEAD	453.01 0430	01-42-5305	535 Main St	27.10
05/21	05/05/2021	33338	TOWN OF MEAD	566.02 0430	01-45-5305	Bean plan 4/26-4/30	6.02
05/21	05/05/2021	33338	TOWN OF MEAD	630.04 0430	01-40-5305	505 3rd St	41.06
Total 33338:							155.48
05/21	05/05/2021	33339	TRACTOR SUPPLY CREDIT PLA	9125 042021	01-44-5210	Supplies 4/2021	1.79
05/21	05/05/2021	33339	TRACTOR SUPPLY CREDIT PLA	9125 042021	01-44-5210	Supplies 4/2021	41.94
Total 33339:							43.73
05/21	05/05/2021	33340	US BANK VOYAGER FLEET SYS	050321	01-01-1302	Fuel Prepayment Amount update	3,000.00
05/21	05/05/2021	33340	US BANK VOYAGER FLEET SYS	8694022834	01-42-5253	Fuel 4/2021	2,282.92
05/21	05/05/2021	33340	US BANK VOYAGER FLEET SYS	8694022834	01-44-5253	Fuel 4/2021	1,316.00
05/21	05/05/2021	33340	US BANK VOYAGER FLEET SYS	8694022834	01-45-5253	Fuel 4/2021	469.87
05/21	05/05/2021	33340	US BANK VOYAGER FLEET SYS	8694022834	01-47-5253	Fuel 4/2021	206.50
05/21	05/05/2021	33340	US BANK VOYAGER FLEET SYS	8694022834	06-47-5253	Fuel 4/2021	469.87
Total 33340:							7,745.16
05/21	05/05/2021	33341	VECCHI & ASSOCIATES, LLC	3121	01-43-5410	Planning svcs 3/15-4/11/21	2,027.50
Total 33341:							2,027.50

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
05/21	05/05/2021	33342	Wagner Equipment Co	5P61588	09-50-5500	Generator start up/ hook up	1,200.00
Total 33342:							1,200.00
05/21	05/05/2021	33343	Weld County Clerk and Recorder	050321	01-41-5430	Prepayment - recording account	1,000.00
Total 33343:							1,000.00
05/21	05/05/2021	33344	WORKWELL OCCUPATIONAL M	567415	01-40-5700	Drug screen	36.00
Total 33344:							36.00
05/21	05/05/2021	33345	XCEL ENERGY	728786213	01-40-5305	TH 4/2021	78.16
05/21	05/05/2021	33345	XCEL ENERGY	728989137	01-44-5305	PD/PW 3/22-4/20/21	128.38
05/21	05/05/2021	33345	XCEL ENERGY	728989137	01-42-5305	PD/PW 3/22-4/20/21	128.38
Total 33345:							334.92
Grand Totals:							193,499.77

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-01-1302	3,500.00	.00	3,500.00
01-02-2000	419.60	150,134.34-	149,714.74-
01-02-2310	38,139.19	.00	38,139.19
01-02-2615	17,368.00	.00	17,368.00
01-40-5050	1,000.79	.00	1,000.79
01-40-5066	181.02	.00	181.02
01-40-5201	1,512.00	419.60-	1,092.40
01-40-5205	23.85	.00	23.85
01-40-5210	53.62	.00	53.62
01-40-5300	334.57	.00	334.57
01-40-5305	239.10	.00	239.10
01-40-5310	120.75	.00	120.75
01-40-5315	167.27	.00	167.27
01-40-5325	455.30	.00	455.30
01-40-5331	11.99	.00	11.99
01-40-5401	16,648.75	.00	16,648.75
01-40-5415	6,930.00	.00	6,930.00
01-40-5700	154.72	.00	154.72
01-40-5705	72.52	.00	72.52
01-41-5066	9.41	.00	9.41
01-41-5330	37.00	.00	37.00
01-41-5430	1,004.00	.00	1,004.00
01-41-5700	154.15	.00	154.15
01-42-5066	356.84	.00	356.84
01-42-5200	102.64	.00	102.64
01-42-5201	39.98	.00	39.98
01-42-5210	1,012.20	.00	1,012.20
01-42-5216	1,482.18	.00	1,482.18
01-42-5253	2,282.92	.00	2,282.92
01-42-5254	264.00	.00	264.00

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
01-42-5255	156.50	.00	156.50
01-42-5300	78.21	.00	78.21
01-42-5305	180.09	.00	180.09
01-42-5330	442.83	.00	442.83
01-42-5331	1,722.00	.00	1,722.00
01-43-5066	127.92	.00	127.92
01-43-5201	600.00	.00	600.00
01-43-5410	2,027.50	.00	2,027.50
01-43-5411	977.97	.00	977.97
01-44-5066	93.33	.00	93.33
01-44-5201	2,895.00	.00	2,895.00
01-44-5210	86.39	.00	86.39
01-44-5216	59.94	.00	59.94
01-44-5253	1,316.00	.00	1,316.00
01-44-5255	348.48	.00	348.48
01-44-5305	180.09	.00	180.09
01-44-5310	60.38	.00	60.38
01-44-5360	3,780.00	.00	3,780.00
01-44-5364	206.34	.00	206.34
01-44-5600	13,204.70	.00	13,204.70
01-44-5700	76.04	.00	76.04
01-45-5066	65.89	.00	65.89
01-45-5210	280.00	.00	280.00
01-45-5215	2,640.00	.00	2,640.00
01-45-5253	469.87	.00	469.87
01-45-5305	470.32	.00	470.32
01-45-5310	60.37	.00	60.37
01-45-5363	1,542.00	.00	1,542.00
01-45-5370	523.90	.00	523.90
01-47-5066	97.06	.00	97.06
01-47-5215	10,986.17	.00	10,986.17
01-47-5253	206.50	.00	206.50
01-47-5405	2,741.90	.00	2,741.90
01-48-5040	1,000.00	.00	1,000.00
01-48-5066	30.58	.00	30.58
01-49-5066	59.56	.00	59.56
01-49-5201	155.88	.00	155.88
01-49-5260	2,234.99	.00	2,234.99
01-49-5261	1,980.00	.00	1,980.00
01-49-5262	298.89	.00	298.89
01-49-5265	245.00	.00	245.00
01-49-5331	861.99	.00	861.99
01-49-5349	905.00	.00	905.00
06-02-2000	.00	17,442.96-	17,442.96-
06-02-2310	1,729.17	.00	1,729.17
06-40-5066	55.06	.00	55.06
06-40-5405	1,768.00	.00	1,768.00
06-40-5415	3,465.00	.00	3,465.00
06-47-5210	327.26	.00	327.26
06-47-5231	3,113.00	.00	3,113.00
06-47-5253	469.87	.00	469.87
06-47-5305	73.03	.00	73.03
06-47-5310	89.26	.00	89.26
06-47-5390	4,277.70	.00	4,277.70
06-47-5391	711.13	.00	711.13
06-47-5551	1,364.48	.00	1,364.48
09-02-2000	.00	14,750.00-	14,750.00-

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
09-50-5500	1,200.00	.00	1,200.00
09-50-5511	13,550.00	.00	13,550.00
11-02-2000	.00	3,183.88-	3,183.88-
11-40-5700	3,183.88	.00	3,183.88
13-02-2000	.00	1,960.20-	1,960.20-
13-40-5500	1,960.20	.00	1,960.20
14-02-2000	.00	4,530.00-	4,530.00-
14-40-5505	4,530.00	.00	4,530.00
20-02-2000	.00	1,803.39-	1,803.39-
20-02-2310	626.04	.00	626.04
20-40-5066	22.35	.00	22.35
20-40-5415	1,155.00	.00	1,155.00
99-01-1075	114.60	.00	114.60
99-02-2000	.00	114.60-	114.60-
Grand Totals:	<u>194,338.97</u>	<u>194,338.97-</u>	<u>.00</u>

Report Criteria:
Report type: GL detail

Town of Mead Investment Portfolio

Total Funds Invested as of: 03/31/21

Investment Category *	Authorized and Suitable Investments	Rating Moody/S&P	Coupon	Maturity	Yield	Par Value	Purchase Date	Purchase Price - Principal Value	03/31/2021 Value	Percentage Per Issuer	Total Percentage of Portfolio
A Maximum % per Issuer: 100% ---- Maximum % of Portfolio: 100%	US Treasuries:										
	Total Treasuries:							\$ -	\$ -	0.0%	0.0%
B Maximum % per Issuer: 35% ---- Maximum % of Portfolio: 75%	US Agencies:										
	Total Agencies:							\$ -	\$ -	0.0%	0.0%
C Maximum % per Issuer: FDIC limit ---- Maximum % of Portfolio: 50%	CD's / Term Bank Deposits:										
	CAPITAL ONE BK USA	FDIC INS.	1.70%	9/28/2021	1.68%	\$ 250,000.00	9/26/2016	\$ 250,000.00	\$ 251,750.00	1.3%	
	Total Term Bank Deposits:							\$ 250,000.00	\$ 251,750.00		1.3%
D Maximum % per Issuer: 50% ---- Maximum % of Portfolio: 35%	Money Market Accounts										
	WELLS FARGO GOVERNMENT MM	N/A	N/A	N/A	0.01%	N/A	10/31/2019	N/A	\$ 224,575.91	1.2%	
	WELLS FARGO TREASURY MM	N/A	N/A	N/A	0.01%	N/A	5/13/2020	N/A	\$ 332,077.36	1.8%	
	WELLS FARGO TREASURY MM (CASH/SWEEP ACCT)	N/A	N/A	N/A	1.00%	N/A	N/A	N/A	\$ 334,488.61	1.8%	
	Total Money Markets:								\$ 891,141.88		4.8%
E Maximum % per Issuer: 50% ---- Maximum % of Portfolio: 100%	Investment Pools										
	COLOTRUST - PLUS+	N/A	N/A	N/A	0.06%	N/A	N/A	N/A	\$ 5,417,828.80	28.7%	x
	COLOTRUST - PRIME	N/A	N/A	N/A	0.02%	N/A	N/A	N/A	\$ 3,192,768.96	16.9%	x
	CSAFE	N/A	N/A	N/A	0.12%	N/A	N/A	N/A	\$ 6,057,443.18	32.1%	x
	CSIP	N/A	N/A	N/A	0.05%	N/A	N/A	N/A	\$ 3,055,231.53	16.2%	x
	Total Investment Pools:								\$ 17,723,272.47		93.9%
F Maximum % per Issuer: 15% ---- Maximum % of Portfolio: 25%	All Other Allowable Securities:										
	Total Other:							\$ -	\$ -	0.0%	0.0%

Total Market Value:

\$ 18,866,164.35

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



Agenda Item Summary

MEETING DATE: May 10, 2021

SUBJECT: Annual Comprehensive Fee Schedule
Resolution No. 22-R-2021 – Adopting Comprehensive Municipal Fee Schedule

PRESENTED BY: Mary Strutt, Town Clerk / Treasurer

SUMMARY

A Comprehensive Municipal Fee Schedule was adopted by the Board of Trustees on August 31, 2020 by Resolution No. 74-R-2020. The Fee Schedule is a compilation of all fees from all departments. It is available at Town Hall and is posted to the website for access by the citizens of Mead and users of any facilities. It is written in an easy to review format with a table of contents for reference. The Fee Schedule refers to the Code where appropriate. It is meant to be reviewed and updated annually with an effective date of June 1.

There are a few changes to the fee scheduled for 2021:

- Electronic report and postage fees were added to the Police Department Administrative section
- Development Impact Fees were updated according to Ordinance Nos. 947 and 951
- Sewer Tap and Plant Investment Fee and Sewer User Rates were updated according to Ordinance No. 949

FINANCIAL CONSIDERATIONS

There is no cost involved in adopting a fee schedule. Any increase in fees has been previously adopted by the Board of Trustees.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends the following motions:

“I move to adopt Resolution No. 22-R-2021, A Resolution of the Town of Mead, Colorado, Adopting a Comprehensive Fee Schedule.”

ATTACHMENTS

Resolution No. 22-R-2021

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 22-R-2021**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, ADOPTING A
COMPREHENSIVE FEE SCHEDULE**

WHEREAS, the Town of Mead (“Town”) is authorized under Article 15 of Title 31 of the Colorado Revised Statutes to exercise its general police and financial powers; and

WHEREAS, such powers include but are not limited to the ability to impose and collect fees for the processing of licenses and applications, the performance of other administrative services, and collection of fines and fees for violations of the Mead Municipal Code; and

WHEREAS, the Town Board of Trustees adopted Ordinance No. 941, which authorizes the Town to establish fees, charges and assessments for permits, licenses and services to cover the reasonable costs and expenses incurred by the City in administering Town programs and services and amend such fees and charges from time to time by resolution; and

WHEREAS, the Board of Trustees adopted Resolution No. 74-R-2020 on August 31, 2020, adopting the Town of Mead Comprehensive Fee Schedule, in accordance with its general police and financial powers and Ordinance No. 941; and

WHEREAS, the Board of Trustees desires to review and readopt the fee schedule annually.

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

Section 1. Comprehensive Fee Schedule. The Board of Trustees hereby: (a) adopts the Town of Mead Comprehensive Fee Schedule (“Fee Schedule”), attached hereto as **Exhibit 1**; and (b) directs Town staff to take all steps necessary to implement the Fee Schedule to take effect on the effective date set forth in Section 2 of this resolution.

Section 2. Effective Date. This Resolution shall become effective on **June 1, 2021**. The Town Clerk shall cause a copy of the Fee Schedule to be uploaded to the Town’s website and a copy shall be made available for public inspection in the office of the Town Clerk.

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 10th DAY OF MAY, 2021.

ATTEST:

TOWN OF MEAD

By _____
Mary E. Strutt, MMC, Town Clerk

By _____
Colleen G. Whitlow, Mayor

EXHIBIT 1

COMPREHENSIVE FEE SCHEDULE
(effective June 1, 2021)

(see attached)



Comprehensive Fee Schedule

June 1, 2021

General Administrative	Page 2
Parks and Facilities Reservations	Page 4
Police Department Administrative	Page 5
Municipal Court	Page 6
Liquor Licensing	Page 8
Metropolitan Districts	Page 10
Land Use and Development	Page 11
Engineering and Construction Management	Page 13
Development Impact Fees	Page 15
Building Permit Fees	Page 16
Sewer Tap and Plant Investment Fee	Page 20
Sewer User Rates	Page 21
Industrial Discharge Permit and Surcharge	Page 23

GENERAL ADMINISTRATIVE FEE SCHEDULE

	Fee
Animal Impound (<i>see MMC § 7-6-340</i>)	
Impound Fee	\$190.00
Impound Fee – daily feeding/maintenance (daily fee is in addition to above impound fee)	\$30.00 / day
Animal Special Use Permit (<i>see MMC § 7-6-40</i>)	\$50.00
Animal Special Use Permit – chicken hens (<i>see MMC § 7-6-45</i>)	\$25.00
Business License (annual) (<i>see MMC § 6-1-40</i>)	\$30.00
Business License – General Business (<i>see MMC § 6-2-10</i>)	\$30.00
Business License – Refuse Hauler (<i>see MMC § 6-2-110</i>)	\$30.00
Business License – Sexually Oriented Businesses (<i>see MMC § 6-2-120</i>)	\$30.00
Business License – Medical Marijuana Caregiver (<i>see MMC § 6-2-130</i>)	\$30.00
Business License Late Fee – per month (<i>see MMC § 6-1-40</i>)	\$30.00
Fiber-Optic Cable Annual License (<i>see MMC § 6-4-30</i>)	\$500.00
Franchise Agreement – Deposit (<i>see MMC § 5-2-40 and 5-2-60</i>)	
Application Fee	\$1000.00
Deposit	\$750.00
Hunting Permit (<i>see MMC § 10-10-20</i>)	\$20.00
Insufficient Funds / Returned Check Fee	\$35.00 or actual cost
Mead Municipal Code Book (<i>see MMC § 1-3-110</i>)	Actual Cost
Mead Municipal Code Violation - General Penalty (<i>see MMC § 1-4-20</i>)	Up to \$1000
Medical Marijuana Primary Caregiver Background (<i>see MMC § 6-2-130</i>)	Actual up to \$250.00
Open Records (CORA) Requests	
Research/Retrieval Services	\$0.00 for the first hour, \$33.58 / hour thereafter, pro-rated in 15 minute increments
Black & White Copies	\$0.25 per page (up to 11"x17")
Color Copies	\$1.00 per page (up to 11"x17")
Certified Copies	\$1.00 additional per document
Electronic Copies (if available)	\$0.00 per page
Large Format Copies – printed or electronic	Actual Cost
Black & White Maps	Actual Cost
Mylars	Actual Cost
Photographic Reproductions	Actual Cost
Audio Tapes	Actual Cost
Diskettes / USB	Actual Cost
Electronic Retrieval	Actual Cost

Overnight Camping Refundable Cleanup Fee <i>(see MMC § 11-3-30)</i>	\$50.00
Parking Permit – Recreational Vehicles <i>(see MMC § 8-6-120)</i>	\$0
Pet License	
License – spayed or neutered (annual) <i>(see MMC § 7-6-220)</i>	\$5.00
License – unaltered (annual) <i>(see MMC § 7-6-220)</i>	\$10.00
Lost / Replacement Tag <i>(see MMC § 7-6-250)</i>	\$1.00
Solicitor / Peddler Permit <i>(see MMC § 6-5-50)</i>	
Application Fee (annual)	\$75.00
Bond / Deposit	\$1000.00
Renewal Fee (annual) <i>(see MMC § 6-5-140)</i>	\$25.00
Taxes	
Lodging Tax (per day) <i>(see MMC § 4-7-30)</i>	\$2.00
Lodging Tax-late penalties <i>(see MMC § 4-7-100)</i>	Greater of 10% or \$10.00
Property Tax	11.522 mills
Sales & Use Tax <i>(see MMC § 4-4-40)</i>	2.0%
Telephone Utility Occupation and Business Tax <i>(see MMC § 5-5-20)</i>	\$150.00/month

PARKS AND FACILITIES RESERVATION FEE SCHEDULE

(see MMC § 11-3-10)

	Resident (Per 4 hours)	Non-Resident (Per 4 hours)	Non-Profit (Per Hour)	Deposit
Town Hall Community Room				
4 hours	\$200	\$300	\$35	\$200
Additional hour	\$50	\$75	\$35	
Use of kitchen	\$50	\$75		\$100
Park Shelter Reservation				
Town Park Gazebo	\$60	\$90	\$0	\$100
Town Park BBQ	\$60	\$90	\$0	\$100
Town-Park Horseshoe Pit	\$60	\$90	\$0	\$100
Town Park – NW Corner	\$60	\$90	\$0	\$100
Ames Park Shelter – 1 - North	\$15	\$25	\$0	\$50
Ames Park Shelter – 2 - Middle	\$15	\$25	\$0	\$50
Ames Park Shelter – 3 - South	\$15	\$25	\$0	\$50
Mead Ponds	\$15	\$25	\$0	\$50
Founders Park Shelter	\$15	\$25	\$0	\$50
Liberty Ranch Shelter	\$15	\$25	\$0	\$50
Margil Farms Gazebo	\$15	\$25	\$0	\$50
North Creek Shelter	\$15	\$25	\$0	\$50
Additional hour	\$15	\$25		
Athletic Field Reservation				
Founders Park	\$60	\$90	\$30	\$100
East Side Field	\$30	\$45	\$15	\$50
West Side Field	\$30	\$45	\$15	\$50
Liberty Ranch T-Ball Field	\$40	\$60	\$20	\$50
Ames Park	\$60	\$90	\$15	\$100
Extras				
Electrical in Park	\$25	\$25	\$25	
Water in Park	Depends on usage			
Horseshoe Rental ¹	\$10	\$10	\$10	+ID hold
Field Prep/Paint Fee ²	\$45 (min)	\$45 (min)	\$45	

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

*Nonprofit groups may be granted a waiver of fees of up to 6 hours per month. However, building attendant fee will apply on Town observed holidays.

* Town sponsored or hosted functions are exempt from these fees.

¹ Horseshoe rental requires the deposit and leaving a driver's license (or other acceptable form of ID). Upon return of the horseshoes, the ID will be returned.

²Field Preparation / Paint Fee is the actual cost, with a \$45 minimum.

MEAD POLICE DEPARTMENT ADMINISTRATIVE FEE SCHEDULE

	Fee
Research, Retrieval, Compilation & Redaction of Records	15 minutes included, then \$30/hour
Reports	\$7.50 (up to 10 pages) \$0.25 per additional page
Reports (provided electronically)	\$7.50
Video, Audio, Photo (1 CD or DVD included)	\$25.00 (includes first hour) \$30 for each additional hour
Sex Offender Registration	\$75 new, \$25 annual or quarterly
VIN Checks	\$20.00 (non-residents)
Certified Copies	\$1.00 per page
Video Redaction Time Fee	15 minutes included, then \$30/hour
Additional Cost for Media (CD, DVD, USB Drive)	Costs vary depending on storage required.
Postage	If records are not picked up, actual postage cost will apply

MEAD MUNICIPAL COURT FINE AND FEE SCHEDULE

ALL FINES AND FEES SET FORTH IN THIS SCHEDULE ARE SUBJECT TO THE DISCRETION OF THE MUNICIPAL COURT JUDGE EXCEPT AS DICTATED BY STATE STATUTE.

*MMC = Mead Municipal Code

*MTC = Model Traffic Code

Fines for Traffic Violations 4 Points and Under (may be modified at Court's discretion)	
1 st violation within 2 years	\$30.00 per point
2 nd violation within 2 years	\$35.00 per point
2 nd violation within 1 year	\$40.00 per point
3 rd violation within 2 years	\$45.00 per point
No proof of insurance	Set by state statute
No proof of insurance charge dismissal	\$25.00 administrative fee
*All violation fines will have an added \$30.00 in court costs when paid prior to arraignments.	
*Fines for violations 6 points and above are set by the Municipal Judge.	

Court Costs and Miscellaneous Code Violations (may be modified at Court's discretion)	
Parking	\$30.00
Court Costs (at arraignments)	\$0.00 to \$100.00
Court Costs (court trials – MMC § 2-5-190)	\$0.00 to \$100.00
Court Costs (jury trials – MMC § 2-5-190)	\$0.00 to \$100.00
Court Costs (security fee – MMC § 2-5-270)	\$30.00
Failure to appear	\$75.00
Deferred Sentence	\$75.00
Deferred Prosecution	\$75.00
Bad Check Charge	\$20.00
Handicap	\$100.00
Contempt (<i>*from MMC § 2-5-100</i>)	\$0.00 to \$100.00
Witness fee (per witness) upon conviction after trial or hearing (<i>from MMC §§ 2-5-270, 4-7-140</i>)	\$5.00
Default judgment fee (<i>*from MMC § 2-5-270</i>)	\$30.00
Outstanding judgment warrant (<i>*from MMC § 2-5-270</i>)	\$30.00
Warrant fee (<i>*from MMC § 2-5-270</i>)	\$75.00
Underage possession/consumption of alcohol (MMC § 10-11-50)	Up to \$500.00
Curfew (MMC § 10-12-30)	\$10.00 to \$100.00

Traffic Code Violations <i>(may be modified at Court's discretion)</i>	
MTC Sec. 116 (restrictions on minor drivers) <i>(see MMC § 8-1-30(1))</i>	First Offense – Up to \$100.00 Second Offense – Up to \$200.00 Third or Subsequent Offenses – Up to \$300.00
MTC Sec. 1406 (foreign matter on highway) <i>(see MMC § 8-1-30(13))</i>	\$500.00
MTC Sec. 1701 (traffic infractions) <i>(*from MMC § 8-1-30(16); see also MMC § 8-1-50)</i>	Class A - \$25.00 to \$500.00 Class B - \$25.00 to \$500.00
MTC Sec. 1701 (misdemeanor traffic infractions) <i>(*from MMC § 8-1-30(16))</i>	Class 1: Minimum - \$50.00/10 days imprisonment/both Maximum - \$1,000.00/364 days imprisonment/both Class 2: Minimum - \$50.00/10 days imprisonment/both Maximum - \$500.00/90 days imprisonment/both
Conviction, judgment, guilty plea, admission of liability for traffic infraction violation <i>(*from MMC § 8-1-50)</i>	\$10.00 to \$500.00, exclusive of costs and surcharges
Safety belt <i>(see MMC § 8-4-10)</i>	\$50.00
Child restraints <i>(see MMC § 8-4-20)</i>	Up to \$50.00
Civil traffic infractions MMC Ch. 8, Art. V <i>(see MMC § 8-5-170)</i>	Class A - \$25.00 to \$500.00 Class B - \$25.00 to \$500.00
Non-civil traffic infractions MMC Ch. 8, Art. V <i>(see MMC § 8-5-170)</i>	Class 1: Minimum - \$50.00/10 days imprisonment/both Maximum - \$1,000.00/364 days imprisonment/both Class 2: Minimum - \$50.00/10 days imprisonment/both Maximum - \$500.00/90 days imprisonment/both
ATV/snowmobile on public right-of-way (MMC § 8-6-140)	First infraction – Up to \$50.00 Subsequent infractions – Up to \$500.00
Golf cars on public right-of-way (MMC § 8-6-150)	First infraction – Up to \$50.00 Subsequent infractions – Up to \$500.00

TOWN OF MEAD LIQUOR FEE SCHEDULE

(see MMC Chapter 6, Article 3)

Application Fees

	Fee
Application fee for any new license (with or without concurrent review)	\$1000.00
Application fee – transfer of Ownership	\$ 750.00
Application Fee Additional Liquor Licensed Drugstore (with or without concurrent review)	\$1000.00
Application late renewal fee (less than 90 days after expiration date)	\$ 500.00
Application reissue fee (more than 90 days, but less than 180 days after expiration)	\$500.00 plus \$25.00 per day fine for each day beyond 90 days after expiration
Annual renewal application fee	\$ 100.00
Annual art gallery fee	\$ 100.00

Local Retail License Fees

(in addition to application fee above and related additional fees)

	Fee
Art	\$ 41.25
Beer & Wine	\$ 48.75
Brew Pub	\$ 75.00
Club	\$ 41.25
Distillery Pub	\$ 75.00
Hotel & Restaurant	\$ 75.00
H & R with one or more optional premises	\$ 75.00
Resort Complex	\$ 75.00
Campus Liquor Complex	\$ 75.00
Related Facility – Resort Complex	\$ 15.00
Related Facility – Campus Liquor Complex	\$ 15.00
Liquor-Licensed Drug Store	\$ 22.50
Lodging & Entertainment	\$ 75.00
Optional Premises	\$ 75.00
Racetrack	\$ 75.00
Retail Gaming Tavern	\$ 75.00
Retail Liquor Store	\$ 22.50
Tavern	\$ 75.00
Vintner’s Restaurant	\$ 75.00
Fermented Malt Beverage On Premises	\$ 3.75
Fermented Malt Beverage Off Premises	\$ 3.75
Fermented Malt Beverage On/Off Premises	\$ 3.75

Other Permits

	Fee
Art Gallery Permit	\$ 103.75
Bed & Breakfast Permit	\$ 103.75
Each Resort-Complex-Related Facility Permit	\$ 15.00
Mini Bar Permit with Hotel Restaurant License	\$ 48.75
Special Event Permits	
Malt, Vinous and Spirituous Liquor	\$ 50.00
Fermented Malt Beverage	\$ 50.00
Tasting Permit	\$ 125.00
Temporary Permit (for transfers)	\$ 100.00

Additional Fees

(in addition to the application fee and license/permit fee)

	Fee
Background investigation (per CRS 44-3-505(5))	\$ 100.00
Change of Location	\$ 750.00
Change of Trade Name/Corporate Name	No local fee
Corporate/ LLC Change (per person)	\$ 100.00
Fingerprinting	Set by CBI
Manager Registration (H&R; Tavern; L&E; Campus Liquor Complex)	\$ 75.00
Master File	No local fee
Modification of Premises	No local fee

METROPOLITAN DISTRICT FEE SCHEDULE

(see MMC Chapter 12)

Application(s)	Nonrefundable Application Fees¹	Deposit for Review Fees²
Proposed Metropolitan District	\$ 2,500.00	\$ 2,500.00
Service Plan Amendment	\$ 1,500.00	\$ 2,500.00

¹The Application Fee is per metropolitan district and/or service plan submittal. In the event that multiple districts are proposed in one consolidated service plan, the Application Fee is per district.

² Each applicant is required to enter into a consultant reimbursement agreement and submit the Deposit for Review Fees for each proposed service plan or amendment with one deposit paid for one submittal, a second deposit is due for 2+ submittals (reference Sec. 12-2-10(c) of the MMC).

LAND USE AND DEVELOPMENT FEE SCHEDULE

(see MMC § 16-1-110)

Application(s)	Nonrefundable Application Fees		Application Deposits¹
Land Use Code Text Amendment		\$250	\$2,500
Zoning Map Amendment	One zoning district change	\$750	\$5,000
	More than one zoning district change	\$1,000	
Comprehensive Plan Amendment		\$500	\$2,500
Annexation, Zoning, Concept Plan and Annexation Agreement	Up to 1 acre	\$750	\$5,000
	1 to 10 acres	\$1,500	
	More than 10 acres	\$2,500	
Amendments to Annexation and Subdivision Improvement Agreements	Amendment to one section of the Agreement	\$500	\$2,500
	Amendment to each additional section	\$100	
Disconnection of Property from Town		\$500	\$5,000
Pre-Application Review Planning and/or Engineering (minor)		\$500	N/A
Pre-Application Review Planning and/or Engineering (major)		\$1,500	N/A
Sketch Plan		\$750	\$5,000
Preliminary Plat	Up to 10 lots	\$750	\$10,000
	Up to 100 lots	\$1,500	
	More than 100 lots	\$2,500	
Final Plat and Subdivision Improvement Agreement (SIA)	Up to 10 lots	\$500	\$10,000
	Up to 100 lots	\$750	
	More than 100 lots	\$1,000	
Re-Subdivision (Re-Plat)	Up to 10 lots	\$500	\$5,000
	Up to 100 lots	\$750	
	More than 100 lots	\$1,000	
Minor Subdivision Plat – Less than 10 acres; less than 6 lots		\$500	\$5,000
Administrative Plat		\$500	\$1,500
Site Plan and Site Plan Agreement (SPA)	Up to 25,000 sq ft	\$500	\$5,000
	More than 25,000 sq ft	\$1,000	
Conditional Use Permit		\$500	\$5,000
Temporary Use Permit		\$250	\$500
Temporary Use Permit Mobile Retail Food Establishment		\$50	\$0
Sign Permit		\$250	\$500

Vacation of Right-of-Way or Easement	For one easement or ROW vacation request	\$250	\$2,500
	For each additional easement or ROW vacation request	\$100	
Wireless Telecommunication Services		\$500	\$5,000
Home Occupation Permit		\$50	\$100
Appeal of Administrative Decision		\$500	\$1,500
Zoning Compliance Letter Without Land Use Application		\$100	
Written Interpretation of Code Provision		\$200	
Variance Application	Residential	\$250	\$3,500
	Nonresidential	\$750	
Waiver Application	Residential	\$250	\$3,500
	Nonresidential	\$750	

¹ For deposits, applicant is required to enter into a consultant reimbursement agreement and submit the application deposit fee in addition to the nonrefundable application fee.

ENGINEERING / CONSTRUCTION MANAGEMENT FEE SCHEDULE

Application(s)	Nonrefundable Application Fees		Application Deposits ¹
	Grading Permit	Less than 4.99 acres	
	5 to 9.99 acres	\$500	
	10 to 39.99 acres	\$750	
	40 acres and over	\$750 + \$15 per acre	
Excavate / Obstruction Permit (<i>see MMC § 1-2-70</i>)			
Base Fee		\$50	
Road Cut Service Fee		Actual Cost	
Inspection Fee		Actual Cost	
Culvert or Driveway Permit		\$250	
Street / Subdivision		\$500	
Right-of-Way Permit		\$50	
Oil and Gas Special Use Permit	Per well	\$3,000	
Oil and Gas Activity		\$2,500	\$5,000
Flood Plain Development Permit		\$500	\$2,500

¹ For deposits, applicant is required to enter into a consultant reimbursement agreement and submit the application deposit fee in addition to the nonrefundable application fee.

Oversize / Overweight Vehicle Permits (<i>see MMC § 8-1-30(4)(11)</i>)			
Oversize vehicle ¹	Width - over 17' (204") Height - over 14'6" Length - over 45' (single unit) - over 75' (combination)	Trip \$15.00	Annual \$250.00
Overweight wheel/axle ²	Wheel - solid rubber or cushion tire - over 8,000 lbs. Wheel - pneumatic tire - over 8,000 lbs. Wheel - steel - over 500 lbs./inch of width Single axle - solid rubber or cushion tire - over 16,000 lbs. Single axle - pneumatic tire - over 20,000 lbs. Tandem axle - pneumatic tire - over 40,000 lbs.	Trip \$15.00 + \$5.00 per axle. Oversized Permit included in the fee	Annual \$400.00 Oversized Permit included in the fee

Overweight vehicle ³	2 axles - over 36,000 lbs. 3 axles - over 54,000 lbs. 4 axles - over 80,000 lbs. 5 axles - over 85,000 lbs.	Trip \$15.00 + \$5.00 per axle Oversized Permit included in the fee	Annual \$400.00 Oversized Permit included in the fee
Special transport permit - over 17' wide, or weight exceeding 200,000 lbs.		Trip \$125.00	
Drill Rig Move		\$1,000.00	

¹ Exceptions to width, height and length limit as provided by Sections 42-4-502 through 42-4-506, C.R.S.

² Exceptions to wheel and axle loads as provided by Section 42-4-507, C.R.S.

³ Exceptions to weight limit as provided by Section 42-4-507 through 42-4-508, C.R.S."

DEVELOPMENT IMPACT FEES SCHEDULE

(see MMC Chapter 4, Article VI)

Development Type	Municipal Facilities	Police	Parks and Open Space	Storm Drainage and Streets	Total Fee
Single Family	\$4,457	\$508	\$2,750	Single Family- \$6,167 Single Family (attached)- \$4,853	Single Family- \$13,882 Single Family (attached)- \$12,568
Multi-Family	\$2,267	\$258	\$1,399	\$4,237	\$8,161
General Retail/ Commercial	\$1,095	\$200		General Retail/ Commercial- \$4,016 RV Park (per stall/site/pad)- \$3,195 Lodging (per room): \$1,121	General Retail/ Commercial- \$5,311 RV Park- \$4,490 Lodging- \$2,416
Office & Institutional	\$1,390	\$254		\$2,913	\$4,557
Industrial	\$543	\$99		\$1,622	\$2,264

MEAD BUILDING CODE PERMIT FEES

Primary Fee Schedule:	
Building permit fee (covers initial inspection)	Calculated using Building Permit Fee Schedule; project valuation calculated using most current International Code Council valuation data.
Plan review fees	65% of the Building permit fee
Additional plan review required by changes, conditions or revisions to plans	\$75/hour
Stock Model/"Same As" Plan Review	\$70 (No changes) \$125 (Minor changes)

Structural Engineering Plan Review	\$150.00 per hour – one (1) hour minimum
Inspection outside of normal business hours (One (1) hour minimum)	\$100/hour *Time tracked will start when Consultant checks in at Municipality or first inspection site.
Reinspection Fee	\$75
Cancellation of inspection without notice, (4 hrs. min.) including scheduling inspection prior to completion of work to be inspected	First instance: \$75 Subsequent instances add \$75 per instance of cancellation without notice
Business License Inspection	\$75
Inspections for which no fee is specifically indicated (1/2 hour min)	\$100/hour
Investigation Fee	50% of permit fee
Penalty for performing unpermitted work	Double building permit fee
Reactivation/issuance of new permit following expiration, suspension or abandonment of previously permitted work (Administration fee)	\$50
Issuance of new permit for change of contractor on existing job	\$50
Electrical Fees	Calculated according to the most current version of the State of Colorado Electrical Board fee schedule (+/-15%)
Sewer service/line replacement	\$65
Water service/line replacement	\$65
Mobile/Manufactured/Factory Built Home – placed in an approved mobile home park	\$235 (Mobile = \$150; Electrical = \$45; State Insignia = \$40)
Mobile/Manufactured/Factory Built Home – used as an accessory structure	\$75
Mobile/Manufactured/Factory Built Home – placed on permanent foundation in other than approved mobile home park	To be calculated as site built home plus state insignia fee of \$40 – see building permit fee schedule for valuation and fee
Sales Trailers or Similar Modular Units	\$75
Pre-Move Inspection of Dwellings	\$150.00 – Within 30 miles of Town \$250.00 – Greater than 30 miles of Town
Contractor Licensing	\$150
Fence permit (6 feet and over)	\$50
Demolition	\$50

Administrative Permitting Fees (covers plot/site plan review, inspections for CO, etc.)	\$300 – New Residential \$600 – New Commercial (not including tenant improvement permits)
Planning review (plot/site plan, use, etc.) fee	\$50
Temporary Certificate of Occupancy (TCO)	\$150

Single Stop Fee Schedule :	
Administrative Processing Fee	\$50
Furnace/Air Conditioner Replacement	\$70
Roof /Reroof	\$60
Water Heater Replacement	\$60
Lawn Sprinkler System	\$60
Siding or Window Replacement	\$70

Building Permit Fee Schedule:							
<i>* Project valuation calculated using most current International Code Council valuation data.</i>							
<i>Total Valuation</i>			<i>Fee</i>	<i>Total Valuation</i>			<i>Fee</i>
\$1	to	\$1,000	\$44.56	\$27,001	to	\$28,000	\$484.78
\$1,001	to	\$1,100	\$48.07	\$28,001	to	\$29,000	\$496.40
\$1,101	to	\$1,200	\$51.58	\$29,001	to	\$30,000	\$508.01
\$1,201	to	\$1,300	\$55.09	\$30,001	to	\$31,000	\$519.63
\$1,301	to	\$1,400	\$58.59	\$31,001	to	\$32,000	\$531.24
\$1,401	to	\$1,500	\$62.10	\$32,001	to	\$33,000	\$542.86
\$1,501	to	\$1,600	\$65.61	\$33,001	to	\$34,000	\$554.47
\$1,601	to	\$1,700	\$69.12	\$34,001	to	\$35,000	\$566.09
\$1,701	to	\$1,800	\$72.62	\$35,001	to	\$36,000	\$577.70
\$1,801	to	\$1,900	\$76.13	\$36,001	to	\$37,000	\$589.32
\$1,901	to	\$2,000	\$79.64	\$37,001	to	\$38,000	\$600.93
\$2,001	to	\$3,000	\$95.74	\$38,001	to	\$39,000	\$612.55
\$3,001	to	\$4,000	\$111.84	\$39,001	to	\$40,000	\$624.16
\$4,001	to	\$5,000	\$127.94	\$40,001	to	\$41,000	\$635.78
\$5,001	to	\$6,000	\$144.04	\$41,001	to	\$42,000	\$647.39
\$6,001	to	\$7,000	\$160.14	\$42,001	to	\$43,000	\$659.01
\$7,001	to	\$8,000	\$176.24	\$43,001	to	\$44,000	\$670.62
\$8,001	to	\$9,000	\$192.34	\$44,001	to	\$45,000	\$682.24
\$9,001	to	\$10,000	\$208.44	\$45,001	to	\$46,000	\$693.85
\$10,001	to	\$11,000	\$224.54	\$46,001	to	\$47,000	\$705.47
\$11,001	to	\$12,000	\$240.64	\$47,001	to	\$48,000	\$717.08
\$12,001	to	\$13,000	\$256.74	\$48,001	to	\$49,000	\$728.70
\$13,001	to	\$14,000	\$272.84	\$49,001	to	\$50,000	\$740.31
\$14,001	to	\$15,000	\$288.94	\$50,001	to	\$51,000	\$748.36

\$15,001	to	\$16,000	\$305.04	\$51,001	to	\$52,000	\$756.41
\$16,001	to	\$17,000	\$321.14	\$52,001	to	\$53,000	\$764.46
\$17,001	to	\$18,000	\$337.24	\$53,001	to	\$54,000	\$772.51
\$18,001	to	\$19,000	\$353.34	\$54,001	to	\$55,000	\$780.56
\$19,001	to	\$20,000	\$369.44	\$55,001	to	\$56,000	\$788.61
\$20,001	to	\$21,000	\$385.54	\$56,001	to	\$57,000	\$796.66
\$21,001	to	\$22,000	\$401.64	\$57,001	to	\$58,000	\$804.71
\$22,001	to	\$23,000	\$417.74	\$58,001	to	\$59,000	\$812.76
\$23,001	to	\$24,000	\$433.84	\$59,001	to	\$60,000	\$820.81
\$24,001	to	\$25,000	\$449.88	\$60,001	to	\$61,000	\$828.86
\$25,001	to	\$26,000	\$461.55	\$61,001	to	\$62,000	\$836.91
\$26,001	to	\$27,000	\$473.17	\$62,001	to	\$63,000	\$844.96
\$63,001	to	\$64,000	\$853.01	\$82,001	to	\$83,000	\$1,005.96
\$64,001	to	\$65,000	\$861.06	\$83,001	to	\$84,000	\$1,014.01
\$65,001	to	\$66,000	\$869.11	\$84,001	to	\$85,000	\$1,022.06
\$66,001	to	\$67,000	\$877.16	\$85,001	to	\$86,000	\$1,030.11
\$67,001	to	\$68,000	\$885.21	\$86,001	to	\$87,000	\$1,038.16
\$68,001	to	\$69,000	\$893.26	\$87,001	to	\$88,000	\$1,046.21
\$69,001	to	\$70,000	\$901.31	\$88,001	to	\$89,000	\$1,054.26
\$70,001	to	\$71,000	\$909.36	\$89,001	to	\$90,000	\$1,062.31
\$71,001	to	\$72,000	\$917.41	\$90,001	to	\$91,000	\$1,070.36
\$72,001	to	\$73,000	\$925.46	\$91,001	to	\$92,000	\$1,078.41
\$73,001	to	\$74,000	\$933.51	\$92,001	to	\$93,000	\$1,086.46
\$74,001	to	\$75,000	\$941.56	\$93,001	to	\$94,000	\$1,094.51
\$75,001	to	\$76,000	\$949.61	\$94,001	to	\$95,000	\$1,102.56
\$76,001	to	\$77,000	\$957.66	\$95,001	to	\$96,000	\$1,110.61
\$77,001	to	\$78,000	\$965.71	\$96,001	to	\$97,000	\$1,118.66
\$78,001	to	\$79,000	\$973.76	\$97,001	to	\$98,000	\$1,126.71
\$79,001	to	\$80,000	\$981.81	\$98,001	to	\$99,000	\$1,134.76
\$80,001	to	\$81,000	\$989.86	\$99,001	to	\$100,000	\$1,142.81
\$81,001	to	\$82,000	\$997.91				
\$100,001 to \$500,000, \$1,142.81 for the first \$100,000, plus \$6.44 for each additional \$1,000 or fraction thereof, to and including \$500,000.							
\$500,001 to \$1,000,000, \$3,718.81 for the first \$500,000, plus \$5.46 for each additional \$1,000 or fraction thereof, to and including \$1,000,000.							
\$1,000,001 and up, \$6,450.06 for the first \$1,000,000, plus \$3.62 for each additional \$1,000 or fraction thereof.							

SEWER TAP AND PLANT INVESTMENT FEES

(see MMC § 13-1-80)

Tap Diameter	Plant Investment Fee Effective March 1, 2021	Plant Investment Fee Outside-Town ¹
5/8 inch	<u>\$5,529.00</u>	<u>\$11,058</u>
3/4 inch	<u>9,194.00</u>	<u>\$18,388</u>
1 inch	<u>14,743.00</u>	<u>\$29,486</u>
1½ inch	<u>18,430.00</u>	<u>\$36,860</u>
2 inch	<u>58,973.00</u>	<u>\$117,946</u>
3 inch	<u>117,947.00</u>	<u>\$235,894</u>

¹Outside Rate is double the In-Town Rate.

SEWER USER FEES
(see MMC § 13-1-210)

Effective March 1, 2021 ¹	2021 ¹	
	In-Town	Outside-Town ²
Monthly Service Charge		
Residential		
Base Charge - Low User - 0- 2,000 gal ³	<u>\$41.06</u>	<u>\$82.12</u>
Base Charge - Medium User - 2,001- 4,000 gal (base fee) ⁴	<u>\$45.17</u>	<u>\$90.34</u>
Monthly Service Charge		
Nonresidential - includes 4,000 gal (base fee) ⁴		
Commercial - Low	<u>\$45.17</u>	<u>\$90.34</u>
Commercial - Medium	<u>\$54.20</u>	<u>\$108.40</u>
Commercial - High	<u>\$63.24</u>	<u>\$126.48</u>
Schools	<u>\$54.20</u>	<u>\$108.40</u>
Sewer Late Fee (per month)	\$10.00	\$10.00

Volume charge - for each additional 1,000 gal over the 4,000 gal base used during the winter base period.		
Residential		
Single-Family	<u>\$12.31</u>	<u>\$24.62</u>
Multi-Family	<u>\$12.31</u>	<u>\$24.62</u>
Non-Residential		
Commercial - Low ⁵	<u>\$12.31</u>	<u>\$24.62</u>
Commercial - Medium ⁶	<u>\$14.77</u>	<u>\$29.54</u>
Commercial - High ^{6, 7}	<u>\$17.23</u>	<u>\$34.46</u>
Schools ⁸	<u>\$14.77</u>	<u>\$29.54</u>
Industrial/Special Uses (Strength Surcharge) ⁹	Varies ₉	Varies ₉

¹ This means beginning with the usage for that month. Because billing is done in arrears of usage, the new rate will be reflected on bills generated on April 1.

² Outside Rate is double the In-Town Rate.

³ Base charge includes the first two thousand (2,000) gallons.

⁴ Base charge includes the first four thousand (4,000) gallons.

⁵ Commercial with ten (10) or fewer employees.

⁶ Commercial with more than ten (10) employees and fewer than forty-five (45) employees, including all restaurants and automobile repair facilities. Medium strength effluent charged twenty percent (20%) more than Residential.

⁷ Commercial with forty-five (45) or more employees and those determined to require sampling and flow metering manholes. High strength effluent charged forty percent (40%) more than Residential

⁸ Schools charged twenty percent (20%) more than Residential.

⁹ Strength Surcharge for excessive BOD, COD, and TSS as established by Schedule C, Section 13-1-270.

SEWER INDUSTRIAL DISCHARGE PERMIT FEES

(see MMC § 13-1-270)

<i>Item - Description</i>	<i>Amount</i>
Industrial discharge permits	
Administration	\$50.00 annually
Initial permit review	Cost plus 15%
Annual permit review	Cost plus 15%
Surveillance	Determined for each user annually, billed monthly
Laboratory support services	Cost plus 15%
Material and labor provided by Town	Cost plus 15%

SEWER INDUSTRIAL DISCHARGE SURCHARGE

(see MMC § 13-1-270)

<i>Parameter</i>	<i>Excess Over</i>	<i>Rates per 1,000 Gallons per 1 mg/l excess over</i>
BOD	200 mg/l	\$0.02000
COD	300 mg/l	0.01233
TSS	250 mg/l	0.12010



MEETING DATE: May 10, 2021

SUBJECT: Resolution No. 23-R-2021 Single Axle Dump Truck Purchase

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

SUMMARY

At the April 26, 2021 meeting, the Board of Trustees authorized the Town Manager and Public Works Director to proceed with the necessary steps to secure the purchase of a 2022 HV507 International single axle dump truck from McCandless Truck Center, LLC (the “Equipment”). The Equipment will replace an aging 1999 tandem dump truck that was heavily damaged during the last storm and has been totaled by our insurance carrier.

The Equipment will be obtained utilizing a Sourcewell contract. The original price of the Equipment is \$248,725. With the Sourcewell discount, the total price is reduced to \$203,637. The Town will finance the Equipment for 48 months, at an interest rate of 3.090%, with the first payment of \$43,243.18 due upon closing.

Sourcewell is a cooperative public purchasing organization that holds competitively solicited cooperative contracts ready for use by government, education, and nonprofit organizations. Cooperative purchasing allows the Town to utilize competitive solicitations that meet or exceed local requirements and obtain the best pricing due to volume discounts. The Town’s purchasing policy sets forth that the policy shall not apply if the purchase is able to piggy-back on a state bid award or another bid award where a public bid process has taken place.

The Town will finance the Equipment through a lease-purchase agreement with KS StateBank, as more particularly set forth in that certain Government Obligation Contract by and between the Town and KS StateBank, a copy of which is attached. The payment schedule is attached to the Contract as Exhibit B and is set forth below for reference:

Date of First Payment:	At Closing
Original Balance:	\$203,637.00
Total Number of Payments:	Five (5)
Number of Payments Per Year:	One (1)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	At Closing	\$43,243.18	\$0.00	\$43,243.18	\$163,348.13
2	10-May-22	\$43,243.18	\$4,956.17	\$38,287.01	\$123,910.96
3	10-May-23	\$43,243.18	\$3,773.10	\$39,470.08	\$83,554.91
4	10-May-24	\$43,243.18	\$2,553.47	\$40,689.71	\$42,258.56
5	10-May-25	\$43,243.18	\$1,296.16	\$41,947.02	\$0.00

FINANCIAL CONSIDERATIONS

\$30,000 was originally identified for a water tank in the approved 2021 budget in 01-44-5500 Streets Capital Outlay. The purchase of this item will be postponed to 2022 to fund the lease-purchase of the truck this year. The balance of the initial payment (at closing) will be absorbed by the CIRSA payout of \$17,500 for the value of the damaged truck.

STAFF RECOMMENDATION/ACTION REQUIRED

Suggested Motion –

“I move to approve Resolution No. 23-R-2021, approving the form of the Government Obligation Contract with KS StateBank, a Kansas Banking Corporation, and authorizing the execution and delivery thereof.”

ATTACHMENTS

Resolution No. 23-R-2021

Exhibit 1 to Resolution (Government Obligation Contract)

McCandless Truck Center, LLC Proposal (Proposal 22817-02)

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 23-R-2021**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING THE
FORM OF THE GOVERNMENT OBLIGATION CONTRACT WITH KS
STATEBANK, A KANSAS BANKING CORPORATION, AND AUTHORIZING
THE EXECUTION AND DELIVERY THEREOF**

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

WHEREAS, the Town has determined that the leasing of the property described in that certain Government Obligation Contract (the “Contract”), a copy of which is attached to this Resolution as **Exhibit 1** is for a valid public purpose and is essential to the operations of the Town; and

WHEREAS, specifically, the Town intends to acquire a 2022 HV507 SFA International Truck as more particularly described in that certain McCandless Truck Center, LLC proposal dated April 21, 2021 and supporting documentation (Proposal 22817-02) (together, the “McCandless Proposal”) for snow plowing and other public works-related purposes (the “Equipment”); and

WHEREAS, KS StateBank (the “Obligee”) duly organized, existing and in good standing under the laws of the State of Kansas, shall act as Obligee under the Contract; and

WHEREAS, the Board of Trustees has reviewed the form of the Contract and has found the terms and conditions thereof acceptable to the Town (as “Obligor”); and

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

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

Section 1. Determination of Need. The Board of Trustees of the Town has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of the Government Obligation Contract dated as of May 10, 2021, between the Town of Mead, Colorado (as Obligor) and KS StateBank (as Obligee), being that same equipment as described in the McCandless Proposal.

Section 2. Approval and Authorization. The Board of Trustees has determined that the approval of the Contract, in substantially the form attached to this Resolution as **Exhibit 1**, is in the best interests of the Town to secure the acquisition of such Equipment, and the Board of Trustees

hereby approves the entering into of the Contract by the Town (as Obligor) and hereby designates and authorizes the following persons to execute and deliver the Contract on Obligor's behalf with such changes thereto as such persons deem appropriate, following confirming the changes with the Town Attorney. The persons identified below shall also be authorized to execute and any related documents related to the acquisition of the Equipment, including the McCandless Proposal, necessary to the consummation of the transaction contemplated by the Contract.

Authorized individuals: Mayor Colleen Whitlow
Town Manager Helen Migchelbrink
Town Clerk/Town Treasurer Mary Strutt

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

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 10TH DAY OF MAY, 2021.

ATTEST:

TOWN OF MEAD:

By _____
Mary E. Strutt, MMC, Town Clerk

By _____
Colleen G. Whitlow, Mayor

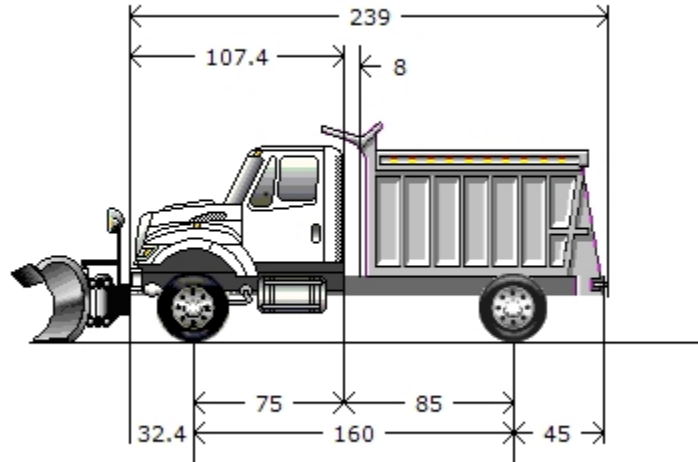
Exhibit 1

Government Obligation Contract
(KS StateBank)

(see attached)

Prepared For:
 TOWN OF MEAD
 ERIKA RASMUSSEN
 PO Box 626
 Mead, CO 80542-
 (970)535 - 4770
 Reference ID: NH240185

Presented By:
 MCCANDLESS TRUCK CENTER LLC
 Ron Wasinger
 16704 EAST 32ND AVENUE
 AURORA CO 80011 -
 (303)739-9900



Model Profile
2022 HV507 SFA (HV507)

AXLE CONFIG: 4X2
MISSION: Requested GVWR: 33000. Calc. GVWR: 35350
 Calc. Geared Speed: 76.9 MPH
DIMENSION: Wheelbase: 160.00, CA: 85.00, Axle to Frame: 45.00
ENGINE, DIESEL: {Cummins L9 330} EPA 2021, 330HP @ 2200 RPM, 1000 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 330 Peak HP (Max)
TRANSMISSION, AUTOMATIC: {Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH: Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING: {Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity
AXLE, REAR, SINGLE: {Dana Spicer S23-190D} Single Reduction, Hypoid Gearing, 23,000-lb Capacity, Driver Control Locking Differential, R Wheel Ends Gear Ratio: 5.38
CAB: Conventional, Day Cab
TIRE, FRONT: (2) 11R22.5 Load Range G HSR2 (CONTINENTAL), 498 rev/mile, 75 MPH, All-Position
TIRE, REAR: (4) 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE: 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Multileaf Springs
PAINT: Cab schematic 100WK
 Location 1: 9219, Winter White (Std)
 Chassis schematic N/A

Description

Base Chassis, Model HV507 SFA with 160.00 Wheelbase, 85.00 CA, and 45.00 Axle to Frame.

TOW HOOK, FRONT (2) Frame Mounted

AXLE CONFIGURATION {Navistar} 4x2

Notes

: Pricing may change if axle configuration is changed.

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.437" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL

BUMPER, FRONT Swept Back, Steel, Heavy Duty

FRAME EXTENSION, FRONT Integral; 20" In Front of Grille

CROSSMEMBER, FRONT for Hydraulic Pump, Mounting Flange to Accommodate Pump

WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm)

AXLE, FRONT NON-DRIVING {Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity

SUSPENSION, FRONT, SPRING Multileaf, Shackle Type, 14,000-lb Capacity, for Reduced Deflection Vocational Use, with Shock Absorbers

SPRINGS, FRONT AUXILIARY Air Bag, Right Side Only, Driver Control

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

Includes

: BRAKE LINES Color and Size Coded Nylon

: DRAIN VALVE Twist-Type

: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster

: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel

: PARKING BRAKE VALVE For Truck

: QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4

: SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6

TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck

Notes

: When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.

DRAIN VALVE {Bendix DV-2} Automatic, with Heater, for Air Tank

AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System, with Automatic Traction Control

AIR DRYER {Bendix AD-IP} with Heater

BRAKE CHAMBERS, POSITION Relocated To Rear Of Rear Axle For Maximum Ground Clearance

BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 Sqli

BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Sqli Spring Brake

SLACK ADJUSTERS, FRONT {Gunite} Automatic

SLACK ADJUSTERS, REAR {Gunite} Automatic

AIR COMPRESSOR {Cummins} 18.7 CFM

AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab

AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of Cab, Perpendicular to Rail

Description

DUST SHIELDS, FRONT BRAKE for Air Cam Brakes

DUST SHIELDS, REAR BRAKE for Air Cam Brakes

BRAKES, FRONT {Meritor 16.5X5 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 5", 14,600-lb Capacity

BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle

STEERING COLUMN Tilting

STEERING WHEEL 4-Spoke; 18" Dia., Black

STEERING GEAR {Sheppard M100} Power

DRIVELINE SYSTEM {Dana Spicer} SPL170, for 4x2/6x2

AFTERTREATMENT COVER Aluminum

EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab, for Improved Ground Clearance

TAIL PIPE (1) Turnback Type, Bright

EXHAUST HEIGHT 10'

MUFFLER/TAIL PIPE GUARD (1) Aluminum

SWITCH, FOR EXHAUST 3 Position, Momentary, Lighted Momentary, ON/CANCEL, Center Stable, INHIBIT REGEN, Mounted in IP Inhibits Diesel Particulate Filter Regeneration When Switch is Moved to ON While Engine is Running, Resets When Ignition is Turned OFF

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

Includes

: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab

: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel

: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever

: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light

: STARTER SWITCH Electric, Key Operated

: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector

: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature

: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever

: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted

: WIRING, CHASSIS Color Coded and Continuously Numbered

CIGAR LIGHTER Includes Ash Cup

HORN, ELECTRIC (2) Disc Style

FOG LIGHTS Prewire; Includes Auxiliary Switch and Wiring to Front Bumper, for Driving Lights or Fog Lights Mounted by Customer

ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense

BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn

ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Separate Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake accommodation package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket

BATTERY SYSTEM {Fleetrite} Maintenance-Free, (4) 12-Volt 2640CCA Total, Top Threaded Stud

SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars

Description

RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input

AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications

TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/Air Trailer ABS; with 30 Amp Fuse and Relay, Controlled by Ignition Switch

BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab

JUMP START STUD Remote Mounted

BACK-UP ALARM {Preco 1059} Electronic; Solid State, Dual Function, 112 dBA

WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time

SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light

RUNNING LIGHT (2) Daytime

CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade

TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights

HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on

STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection

INDICATOR, LOW COOLANT LEVEL with Audible Alarm

ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened

CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses

TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender

HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord

POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) & USB Port, Located in the Instrument Panel

FENDER EXTENSIONS Rubber

LOGOS EXTERIOR Model Badges

LOGOS EXTERIOR, ENGINE Badges

GRILLE Stationary, Chrome

BUG SCREEN Mounted Behind Grille

FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV

PAINT SCHEMATIC, PT-1 Single Color, Design 100

Includes

: PAINT SCHEMATIC ID LETTERS "WK"

PAINT TYPE Base Coat/Clear Coat, 1-2 Tone

OVER THE AIR PROGRAMMING {Navistar} for Cummins Engines

PROMOTIONAL PACKAGE Government Silver Package

CLUTCH Omit Item (Clutch & Control)

ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines

Description**Includes**

: BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door

PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted

ENGINE, DIESEL {Cummins L9 330} EPA 2021, 330HP @ 2200 RPM, 1000 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 330 Peak HP (Max)

FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed

Includes

: FAN Nylon

RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler

Includes

: DEAERATION SYSTEM with Surge Tank

: HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps

: RADIATOR HOSES Premium, Rubber

AIR CLEANER Dual Element, with Integral Snow Valve and In-Cab Control

FEDERAL EMISSIONS {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2021

THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel

ACCESSORY WIRING, SPECIAL for Road Speed Wire Coiled Under Instrument Panel for Customer Use

EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations

ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines

TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway

OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type

AUTOMATIC NEUTRAL Allison Transmission Shifts to Neutral When Parking Brake is Engaged and Remains in Neutral When Parking Brake is Disengaged, without On/Off Switch

TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission

TRANSMISSION OIL Synthetic; 29 thru 42 Pints

ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Package Number 223, Modified for Single Input Auto Neutral

NEUTRAL AT STOP OMIT

TRANSMISSION TCM LOCATION Located Inside Cab

SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming

PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission

AXLE, REAR, SINGLE {Dana Spicer S23-190D} Single Reduction, Hypoid Gearing, 23,000-lb Capacity, Driver Control Locking Differential, R Wheel Ends . Gear Ratio: 5.38

SUSPENSION, REAR, SINGLE 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Multileaf Springs

AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 30 thru 39.99 Pints

FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine

FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 70 US Gal (265L), Mounted Left Side, Under Cab

Description

DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab

CAB Conventional, Day Cab

AIR CONDITIONER with Integral Heater and Defroster

GAUGE CLUSTER Premium Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 5 Inch LCD Color Display

GRAB HANDLE, CAB INTERIOR (2) Safety Yellow

GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission

GAUGE, AIR APPLICATION

GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel, Mounted in Instrument Panel

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Cloth, Isolator, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, -3 to +14 Degree Back Angle Adjust

SEAT, PASSENGER {National} Air-Suspension, High Back with Integral Headrest, Cloth, Isolated, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Seat Back Adjustment

GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar

MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Sides, Black, Heated, 7.5" Sq.

MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Turn Signals, Black Heads and Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width

Notes

: Mirror Dimensions are Rounded to the Nearest 0.5"

MIRROR, CONVEX, LOOK DOWN Right Side, Black, 6" x 10.5"

SEAT BELT All Orange; 1 to 3

CAB INTERIOR TRIM Classic, for Day Cab

Includes

: CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger

: DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted

: SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap

ARM REST, RIGHT, DRIVER SEAT

HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type

WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature

FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood

CAB REAR SUSPENSION Air Bag Type

INSTRUMENT PANEL Wing Panel

WINDSHIELD WIPER BLADES Snow Type

ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab

WHEELS, FRONT {Accuride 28828} DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs

Description

WHEELS, REAR {Accuride 28828} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs

BDY INTG, REMOTE POWER MODULE (2) Mounted Inside Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs Each, Max 20 amp per Channel, Max 80 amp Total; Includes 2 Switch Packs with Latched Switches

BDY INTG, PTO ACCOMMODATION for Electric over Hydraulic PTO, Does Not Include Solenoids, with Latched Switch Mounted on Dash Includes Audible Alarm and Indicator Light in Gauge Cluster (Requires 1 Remote Power Module input & 1 output)

(2) TIRE, FRONT 11R22.5 Load Range G HSR2 (CONTINENTAL), 498 rev/mile, 75 MPH, All-Position

(4) TIRE, REAR 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive

Cab schematic 100WK

Location 1: 9219, Winter White (Std)

Chassis schematic N/A

Services Section:

WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A

SERVICES, TOWING {Navistar} Service Call to 60-Month/Unlimited Mileage to the Nearest Navistar Dealer for Navistar Warrantable Failure as Contract Defined; Includes Engine Failure if Supplier Declines Tow Coverage & ESC Supplied thru Navistar; \$1100 (USA) Maximum Benefit per Incident

SRV CONTRACT, EXT CMS ENG/AFTR {Cummins} To 60-Month/100,000 Miles (160,000 km), Extended Cummins L9 Engine Coverage, Protection Plan 1 and Aftertreatment, (Truck Application Only)

OJ WATSON PACKAGE

<u>Description</u>	<u>(US DOLLAR)</u>	<u>Price</u>
Total Factory List Price Including Options:		\$143,576.00
Total Preparation And Delivery:		\$3,000.00
Freight	\$2,500.00	
Total Freight:		\$2,500.00
Total Factory List Price Including Freight:		\$149,076.00
Less Customer Allowance:		(\$49,089.00)
Total Vehicle Price:		\$99,987.00
Total Body/Allied Equipment:		\$103,650.00
Total Sale Price:		\$203,637.00
Total Per Vehicle Sales Price:		\$203,637.00
Net Sales Price:		\$203,637.00

Thank you for the opportunity to offer our quotation for your equipment needs. We look forward to your acceptance of this proposal. All prices are firm for thirty days from the date of this quotation. Prices are subject to revision after this date. Payment terms are C.O.D. No credit card payments will be accepted. Pricing may be subject to federal, state, local taxes and surcharges at time of invoicing.

Despite all efforts by McCandless Truck Center LLC to meet delivery dates, certain contingencies which cannot be foreseen or guarded against may cause delays in production and delivery. Customer agrees that McCandless Truck Center, LLC shall not be held liable for any damages for delays in delivery.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

MCCANDLESS TRUCK CENTER LLC
 16704 EAST 32ND AVENUE
 AURORA CO 80011 -
 (303)739-9900

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.



2627 KFB PLAZA, SUITE 202E | 785-587-4000
MANHATTAN, KS 66503

SENT VIA EMAIL: ERASMUSSEN@TOWNOFMEAD.ORG

May 3, 2021

Ms. Erika Rasmussen
Town of Mead, Colorado

Re: Financing for Town of Mead, Colorado for One (1) 2022 HV507 SFA International Truck, VIN: 1HTEDTAR2NH240185

Dear Ms. Rasmussen:

Thank you for choosing KS StateBank as your financing source. Attached hereto, please find the Contract and documentation for your review and completion. Included is a Documentation Instruction sheet to guide you through the process. ***All required documentation must be received by 3:00pm CST in order to fund the following business day.***

The interest rate you have been quoted is valid through June 2, 2021.

Please note that, depending on circumstances, we reserve the right to charge a reasonable fee to Obligor/broker, if this transaction is not funded. This fee is for expenses incurred and services performed related to the processing of the transaction. This fee will NOT be charged if the transaction is funded by Obligee.

If you have any questions regarding the documentation please feel free to contact me at (877) 587-4054.

Sincerely,

Mr. Jonathan Lopez
Client Relations

DOCUMENTATION INSTRUCTIONS

The instructions listed below should be followed when completing the enclosed documentation. ***Please sign in blue ink and print on single sided paper only.*** Documentation completed improperly will delay funding. If you have any questions regarding the Conditions to Funding, instructions or the documentation, please call us at (877) 587-4054.

I. Attached Documentation

1. **Government Obligation Contract**
 - ◆ An authorized individual that is with the Obligor should sign on the first space provided. ***All original signatures are required for funding.***
2. **Exhibit A – Description of Equipment**
 - ◆ Review equipment description. Complete serial number/VIN if applicable.
 - ◆ List the location where the equipment will be located after delivery/installation.
3. **Exhibit B – Payment Schedule**
 - ◆ Sign and print name and title
4. **Exhibit C - Acceptance of Obligation**
 - ◆ Sign and print name and title
5. **Exhibit D - Obligor Resolution**
 - ◆ Type in the date of the meeting in which the purchase was approved.
 - ◆ Print or type the name and title of the individual(s) who is authorized to execute the Contract.
 - ◆ The secretary, chairman or other authorized board member of the Obligor must sign the Resolution where indicated.
 - ◆ A second authorized individual that is with the Obligor should attest the Resolution where indicated.
6. **Exhibit E - Officer's Certificate**
 - ◆ Sign and print name and title
 - ◆ Please list the Source of Funds for the Contract Payments.
7. **Exhibit F - Payment Request & Equipment Acceptance Form**
 - ◆ Do Not Return until you need to request funds from the Vendor Payable Account.
8. **Exhibit G - Signature Card**
 - ◆ Sign and print name and title
 - ◆ An additional individual may sign as an authorized individual, if desired.
9. **Exhibit H - Obligor Acknowledgement**
 - ◆ Complete information as indicated.
10. **Exhibit I - Bank Qualified Certificate**
 - ◆ Sign and print name and title
11. **Insurance Requirements**
 - ◆ Complete insurance company contact information where indicated.
12. **Debit Authorization – (Preferred)**
 - ◆ Complete form and attach a voided check
13. **8038G IRS Form**
 - ◆ Please read 8038 Review Form
 - ◆ In Box 2, type Employer Identification Number
 - ◆ Sign and print name and title

II. Additional Documentation Required

1. First payment check as stated on attached invoice

III. Condition to Funding

If, for any reason: (i) the required documentation is not returned by September 3, 2021, is incomplete, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstance, including but not limited to changes in the federal corporate income tax rate or reducing/capping the tax-exempt interest benefit, which adversely affects the expectations, rights or security of the Obligee or its assignees; then Obligee or its assignees reserve the right to withdraw/void its offer to fund this transaction in its entirety. *Neither KS StateBank nor Baystone Government Finance is acting as an advisor to the municipal entity/obligated person and neither owes a fiduciary duty pursuant to Section 15B of the Exchange Act of 1934.*

All documentation should be returned to:

KS StateBank
2627 KFB Plaza, Suite 202E
Manhattan, Kansas 66503

GOVERNMENT OBLIGATION CONTRACT

Obligor

Town of Mead, Colorado
441 Third Street
Mead, Colorado 80542

Obligee

KS StateBank
1010 Westloop; P.O. Box 69
Manhattan, Kansas 66505-0069

Dated as of May 10, 2021

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligee finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

I. Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligee all of which relate to the financing of additional Equipment.

"Budget Year" means the Obligor's fiscal year.

"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.

"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligee prior to execution of this Contract.

"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.

"Contract Term" means the Original Term and all Renewal Terms.

"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.

"Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.

"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

"Obligee" means the entity originally listed above as Obligee or any of its assignees.

"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligee under the provisions of this Contract.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.

"Partial Prepayment Date" means the first Contract Payment date that occurs on or after the earlier of (a) the twenty-four month (24) anniversary of the Commencement Date or (b) the date on which Obligor has accepted all the Equipment and all amounts have been disbursed from the Vendor Payable Account to pay for the Equipment.

"Purchase Price" means the total cost of the Equipment, including all delivery charges, installation charges, legal fees, financing costs, recording and filing fees and other costs necessary to vest full, clear legal title to the Equipment in Obligor, subject to the security interest granted to and retained by Obligee as set forth in this Contract, and otherwise incurred in connection with the financing of this Equipment.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.

"State" means the state which Obligor is located.

"Surplus Amount" means any amount on deposit in the Vendor Payable Account on the Partial Prepayment Date.

"Vendor Payable Account" means the separate account of that name established pursuant to Section X of this Contract.

II. Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees:

- (a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
- (b) Obligor has complied with any requirement for a referendum and/or competitive bidding.
- (c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.
- (d) Obligor shall use the Equipment only for essential, traditional government purposes.
- (e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligee or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligee or its assignees would attain if the transaction continued to be tax-exempt.
- (f) Obligor has never non-renewed funds under a contract similar to this Contract.
- (g) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.
- (h) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information.
- (i) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
- (j) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.
- (k) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.
- (l) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.
- (m) Obligor owns the Equipment and any additional collateral free and clear of any liens, and Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment or any additional collateral except those created by this Contract.

Section 2.02 Escrow Agreement. In the event both Obligee and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligee and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligee shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01 Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. The Payment Request and Equipment Acceptance Form must be signed by the same authorized individual(s) who signed the Signature Card, Exhibit G. By making a Contract Payment after its receipt of the Equipment pursuant to this Contract, Obligor shall be deemed to have accepted the Equipment on the date of such Contract Payment for purposes of this Contract. All Contract Payments paid prior to delivery of the Payment Request and Equipment Acceptance Form shall be credited to Contract Payments as they become due as shown on the Contract Payment Schedule attached as Exhibit B hereto.

Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Obligees or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligee or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligees shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligees shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligees hereunder have been received, Obligees will release any and all of its rights, title and interest in the Equipment.

SECTION 3.03 CONTRACT PAYMENTS UNCONDITIONAL. Except as provided under Section 4.01, THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

Section 3.04 Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligees then Obligees will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.05 Contract Term. The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has renewed as provided for in this Contract then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term.

Section 3.06 Disclaimer of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

IV. Non-Renewal

Section 4.01 Non-Renewal. The Contract shall terminate absolutely and without further obligation on the part of the Obligor at the end of each Budget Year during the Contract Term unless it is automatically renewed as set forth below. If Obligor chooses to not renew, then all obligations of the Obligor under this Contract regarding Contract Payments for all remaining Renewal Terms shall be terminated at the end of the then current Budget Year without penalty or liability to the Obligor of any kind provided that if Obligor has not delivered possession of the Equipment to Obligees as provided herein and conveyed to Obligees or released its interest in the Equipment by the end of the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective but Obligor shall be responsible for the payment of damages in an amount equal to the amount of the Contract Payments thereafter coming due under Exhibit B which are attributable to the number of days after such Budget Year during which Obligor fails to take such actions and for any other loss suffered by Obligees as a result of Obligor's failure to take such actions as required. This Contract will automatically renew at the end of each Budget Year unless positive action is taken by Obligor as evidenced by a resolution passed by the Obligor's governing body to terminate the Contract. Obligor shall immediately notify the Obligees as soon as the decision to non-renew is made. If such non-renewal occurs, then Obligor shall deliver the Equipment to Obligees as provided below in Section 9.04. Obligor shall be liable for all damage to the Equipment other than normal wear and tear. If Obligor fails to deliver the Equipment to Obligees, then Obligees may enter the premises where the Equipment is located and take possession of the Equipment and charge Obligor for costs incurred.

V. Insurance, Damage, Insufficiency of Proceeds

Section 5.01 Insurance. Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Obligees with a certificate of insurance which lists the Obligees and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- (a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligees in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Obligees from liability and property damage in any form and amount satisfactory to Obligees.
- (c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligees with a certificate and/or other documents which evidences such coverage.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligees and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligees or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligees or its assignees. Obligor shall furnish to Obligees certificates evidencing such coverage throughout the Contract Term.

Section 5.02 Damage to or Destruction of Equipment. Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligees, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligees, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligees.

Section 5.04 Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

Section 5.05 Reimbursement. Obligor hereby assumes responsibility for and agrees to reimburse Obligees for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Obligees that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01 Title. Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligees in the event Obligor chooses to not renew under Section 4.01 or in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligees such documents as Obligees may request to evidence the passage of legal title to the Equipment to Obligees.

Section 6.02 Security Interest. To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Obligees a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A. Furthermore, Obligor agrees that any other collateral securing any other obligation(s) to Obligees, whether offered prior to or subsequent hereto, also secures this obligation. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Obligees to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

VII. Assignment

Section 7.01 Assignment by Obligees. All of Obligees's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Obligees at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligees or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

Section 7.02 Assignment by Obligor. None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Obligees approves of such assignment in writing before such assignment occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

VIII. Maintenance of Equipment

Section 8.01 Equipment. Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligees shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligees is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Obligees or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligees deems necessary or appropriate to protect Obligees's interest in the Equipment and in this Contract. Obligor shall allow Obligees to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01 Events of Default defined. The following events shall constitute an "Event of Default" under this Contract:

- (a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.
- (b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligees that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligees may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligees, unless Obligees agrees in writing to an extension of time. Obligees will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligees under this Contract.
- (e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligees.
- (f) Except as provided in Section 4.01 above, Obligor admits in writing its inability to pay its obligations.
- (g) Obligor defaults on one or more of its other obligations.
- (h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

Section 9.02 Remedies on Default. Whenever any Event of Default exists, Obligees shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Contract, Obligees may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating this Contract, Obligees may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligees as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the Event of Default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Obligees may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for costs incurred. Notwithstanding that Obligees has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.
- (c) Obligees may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligees for all costs incurred by Obligees in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

Section 9.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Obligees is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

Section 9.04 Return of Equipment and Storage.

- (a) Surrender: The Obligor shall, at its own expense, surrender the Equipment, any additional collateral and all required documentation to evidence transfer of title from Obligor to the Obligees in the event of a default or a non-renewal by delivering the Equipment and any additional collateral to the Obligees to a location accessible by common carrier and designated by Obligees. In the case that any of the Equipment and any additional collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligees all tangible items constituting such software. At Obligees's request, Obligor shall also certify in a form acceptable to Obligees that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligees and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.
- (b) Delivery: The Equipment and any additional collateral shall be delivered to the location designated by the Obligees by a common carrier unless the Obligees agrees in writing that a common carrier is not needed. When the Equipment and any additional collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligees's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any additional collateral or its component parts from the Obligor's property all without liability to the Obligees. Obligor shall pack or crate the Equipment and any additional collateral and all of the component parts of the Equipment and any additional collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligees the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any additional collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any additional collateral.
- (c) Condition: When the Equipment is surrendered to the Obligees it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligees to sell or lease it to a third party and be free of all liens. If Obligees reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligees may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligees for all amounts reasonably expended in connection with the foregoing.
- (d) Storage: Upon written request by the Obligees, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligees. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligees shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

X. Vendor Payable Account

Section 10.01 Establishment of Vendor Payable Account. On the date that the Obligees executed this Contract, which is on or after the date that the Obligor executes this Contract, Obligees agrees to (i) make available to Obligor an amount sufficient to pay the total Purchase Price for the Equipment by establishing a separate, non-interest bearing account (the "Vendor Payable Account"), as agent for Obligor's account, with a financial institution that Obligees selects that is acceptable to Obligor (including Obligees or any of its affiliates) and (ii) to deposit an amount equal to such Purchase Price as reflected on Exhibit B in the Vendor Payable Account. Obligor hereby further agrees to make the representations, warranties and covenants relating to the Vendor Payable Account as set forth in Exhibit C attached hereto. Upon Obligor's delivery to Obligees of a Payment Request and Equipment Acceptance Form in the form set forth in Exhibit F attached hereto, Obligor authorizes Obligees to withdraw funds from the Vendor Payable Account from time to time to pay the Purchase Price, or a portion thereof, for each item of Equipment as it is delivered to Obligor. The Payment Request and Equipment Acceptance Form must be signed by an authorized individual acting on behalf of Obligor. The authorized individual or individuals designated by the Obligor must sign the Signature Card which will be kept in the possession of the Obligees.

Section 10.02 Down Payment. Prior to the disbursement of any funds from the Vendor Payable Account, the Obligor must either (1) deposit all the down payment funds that the Obligor has committed towards the purchase of the Equipment into the Vendor Payable Account or (2) Obligor must provide written verification to the satisfaction of the Obligees that all the down payment funds Obligor has committed towards the purchase of the Equipment have already been spent or are simultaneously being spent with the funds requested from the initial Payment Request and Equipment Acceptance Form. For purposes of this Section, the down payment funds committed towards the Equipment from the Obligor are the down payment funds that were represented to the Obligees at the time this transaction was submitted for credit approval by the Obligor to the Obligees.

Section 10.03 Disbursement upon Non-Renewal or Default. If an event of non-renewal or default occurs prior to the Partial Prepayment Date, the amount then on deposit in the Vendor Payable Account shall be retained by the Obligees and Obligor will have no interest therein.

Section 10.04 Surplus Amount. Any Surplus Amount then on deposit in the Vendor Payable Account on the Partial Prepayment Date shall be applied to pay on such Partial Prepayment Date a portion of the Purchase Option Price then applicable.

Section 10.05 Recalculation of Contract Payments. Upon payment of a portion of the Purchase Option Price as provided in Section 10.04 above, each Contract Payment thereafter shall be reduced by an amount calculated by Obligees based upon a fraction the numerator of which is the Surplus Amount and the denominator of which is the Purchase Option Price on such Partial Prepayment Date. Within 15 days after such Partial Prepayment Date, Obligees shall provide to Obligor a revised Exhibit B to this Contract, which shall take into account such payment of a portion of the Purchase Option Price thereafter and shall be and become thereafter Exhibit B to this Contract. Notwithstanding any other provision of this Section 10, this Contract shall remain in full force and effect with respect to all or the portion of the Equipment accepted by Obligor as provided in this Contract, and the portion of the principal component of Contract Payments

remaining unpaid after the Partial Prepayment Date plus accrued interest thereon shall remain payable in accordance with the terms of this Contract, including revised Exhibit B hereto which shall be binding and conclusive upon Obligees and Obligor.

XI. Miscellaneous

Section 11.01 Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 11.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligees or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligees's satisfaction, and Obligees has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligees and Obligor and their respective successors and assigns.

Section 11.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligees and Obligor. Furthermore, Obligees reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligees for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

Section 11.05 Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 11.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligees and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligees. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

Section 11.08 Entire Writing. This Contract constitutes the entire writing between Obligees and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligees and will not apply to this Contract.

Obligees and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

Town of Mead, Colorado

KS StateBank

Signature

Signature

Marsha Jarvis, Senior Vice President

Printed Name and Title

Printed Name and Title

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of May 10, 2021, between KS StateBank (Obligee) and Town of Mead, Colorado (Obligor)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

One (1) 2022 HV507 SFA International Truck, VIN: 1HTEDTAR2NH240185

Physical Address of Equipment after Delivery : 537 Main Street, Mead, CO 80542

EXHIBIT B

PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of May 10, 2021, between KS StateBank (Obligee) and Town of Mead, Colorado (Obligor)

Date of First Payment: At Closing
 Original Balance: \$203,637.00
 Total Number of Payments: Five (5)
 Number of Payments Per Year: One (1)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	At Closing	\$43,243.18	\$0.00	\$43,243.18	\$163,348.13
2	10-May-22	\$43,243.18	\$4,956.17	\$38,287.01	\$123,910.96
3	10-May-23	\$43,243.18	\$3,773.10	\$39,470.08	\$83,554.91
4	10-May-24	\$43,243.18	\$2,553.47	\$40,689.71	\$42,258.56
5	10-May-25	\$43,243.18	\$1,296.16	\$41,947.02	\$0.00

Town of Mead, Colorado

 Signature

 Printed Name and Title

*Assumes all Contract Payments due to date are paid

EXHIBIT C
ACCEPTANCE OF OBLIGATION
TO COMMENCE CONTRACT PAYMENTS UNDER EXHIBIT B

RE: Government Obligation Contract dated as of May 10, 2021, between KS StateBank (Obligee) and Town of Mead, Colorado (Obligor)

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Acceptance of Obligation to commence Contract Payments with respect to the above referenced Contract. I hereby certify that:

1. The Equipment described on Exhibit A has not been delivered, installed or available for use as of the Commencement date of this Contract.
2. Obligor acknowledges that Obligee has agreed to deposit into a Vendor Payable Account an amount sufficient to pay the total purchase price (the "Purchase Price") for the Equipment so identified in such Exhibit A;
3. The principal amount of the Contract Payments in the Exhibit B accurately reflects the Purchase Price;
4. Obligor agrees to execute a Payment Request and Equipment Acceptance Form authorizing payment of the Purchase Price, or a portion thereof, for each withdrawal of funds from the Vendor Payable Account.

Notwithstanding that the Equipment has not been delivered to or accepted by Obligor on the date of execution of the Contract, Obligor hereby warrants that:

- (a) Obligor's obligation to commence Contract Payments as set forth in Exhibit B is absolute and unconditional as of the Commencement Date and on each date set forth in Exhibit B thereafter, subject to the terms and conditions of the Contract;
- (b) immediately upon delivery and acceptance of all the Equipment, Obligor will notify Obligee of Obligor's final acceptance of the Equipment by delivering to Obligee the "Payment Request and Equipment Acceptance Form" in the form set forth in Exhibit F attached to the Contract;
- (c) in the event that any Surplus Amount is on deposit in the Vendor Payable Account when an event of non-renewal or default under the Contract occurs, then those amounts shall be applied as provided in Section 10 of the Contract;
- (d) regardless of whether Obligor delivers a final Payment Request and Equipment Acceptance Form, all Contract Payments paid prior to delivery of all the Equipment shall be credited to Contract Payments as they become due under the Contract as set forth in Exhibit B.

Town of Mead, Colorado

Signature

Printed Name and Title

EXHIBIT D
OBLIGOR RESOLUTION

RE: Government Obligation Contract dated as of May 10, 2021, between KS StateBank (Obligee) and Town of Mead, Colorado (Obligor)

At a duly called meeting of the Governing Body of the Obligor (as defined in the Contract) held on _____ the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Obligor as follows:

- Determination of Need.** The Governing Body of Obligor has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of the Government Obligation Contract dated as of May 10, 2021, between Town of Mead, Colorado (Obligor) and KS StateBank (Obligee).
- Approval and Authorization.** The Governing Body of Obligor has determined that the Contract, substantially in the form presented to this meeting, is in the best interests of the Obligor for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Contract by the Obligor and hereby designates and authorizes the following person(s) to execute and deliver the Contract on Obligor’s behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Contract.

Authorized Individual(s): _____

(Typed or Printed Name and Title of individual(s) authorized to execute the Contract)

- Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Obligor evidence the adoption by the Governing Body of this Resolution.

Signature: _____

(Signature of Secretary, Board Chairman or other member of the Governing Body)

Printed Name & Title: _____

(Printed Name and Title of individual who signed directly above)

Attested By: _____

(Signature of one additional person who can witness the passage of this Resolution)

Printed Name & Title: _____

(Printed Name of individual who signed directly above)

EXHIBIT E
OFFICER'S CERTIFICATE

RE: Government Obligation Contract dated as of May 10, 2021, between KS StateBank (Obligee) and Town of Mead, Colorado (Obligor)

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Officer's Certificate with respect to the above referenced Contract. I hereby certify that:

1. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
2. Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
3. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.
4. The governing body of Obligor has approved the authorization, execution and delivery of this Contract on its behalf by the authorized representative of Obligor who signed the Contract.
5. Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds : General Fund

By signing below, Obligor hereby authorizes the General Fund of the Obligor as a backup source of funds from which the Contract Payments can be made.

Town of Mead, Colorado

Signature

Printed Name and Title

EXHIBIT F

PAYMENT REQUEST AND EQUIPMENT ACCEPTANCE FORM

RE: Government Obligation Contract dated as of May 10, 2021, between KS StateBank (Obligee) and Town of Mead, Colorado (Obligor)

In accordance with Section 10.01, by executing this Payment Request and Equipment Acceptance Form the Obligor hereby represents that the Payee or Payees listed below who are requesting payment have delivered the Equipment or a portion of the Equipment or performed the services to the satisfaction of the Obligor and that the amounts requested below by the Payee or Payees are proportionate with the value of the Equipment delivered or services rendered by the Payee or Payees. The Obligor hereby represents and warrants for all purposes that:

1. Pursuant to the invoice attached hereto, the amount to be disbursed is \$_____ and this amount is consistent with the Contract between Obligor and vendor.
2. Payment is to be made to: Payee: _____
3. The undersigned certifies that the following documents are attached to this Payment Request and Equipment Acceptance Form when there is a request for a release of funds from the Vendor Payable Account to pay for a portion, or all, of the Equipment: (1) Invoice from the vendor, (2) copy of the Contract between Obligor and vendor (if requested by the Obligee), (3) Insurance Certificate (if applicable), (4) front and back copy of the original MSO/Title listing KS StateBank and/or its assigns as the first lien holder (if applicable). By executing this Payment Request and Equipment Acceptance Form and attaching the documents as required above, the Obligor shall be deemed to have accepted this portion of the Equipment for all purposes under the Contract, including, without limitation, the obligation of Obligor to make the Contract Payments with respect thereto in a proportionate amount of the total Contract Payment.
4. No amount listed in this exhibit was included in any such exhibit previously submitted.
5. Each disbursement hereby requested has been incurred and is a proper charge against the Vendor Payable Account. No amount hereby requested to be disbursed will be paid to Obligor as reimbursement for any expenditure paid by Obligor more than 60 days prior to the date of execution and delivery of the Contract.
6. The Equipment referenced in the attached has been delivered, installed, inspected and tested as necessary and in accordance with Obligor's specifications and accepted for all purposes.
7. That Obligor is or will be the title owner to the Equipment referenced in the attached, and that in the event that any third party makes a claim to such title that Obligor will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to such Equipment, or a portion thereof, and keep the Contract in full force and effect. Furthermore, Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
8. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
9. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Payment Request and Equipment Acceptance Form.

Please forward this document and any correspondence relating to vendor payment to:

Email: jlopez@ksstate.bank
or
Fax: (785) 587-4016

Please call (877) 587-4054 if you have any questions.

Town of Mead, Colorado

Signature

Printed Name and Title

EXHIBIT G
SIGNATURE CARD

RE: Government Obligation Contract dated as of May 10, 2021, between KS StateBank (Obligee) and Town of Mead, Colorado (Obligor)

The below signatures will be used for purposes of verifying the signature on a Payment Request and Equipment Acceptance Form prior to making payments from the Equipment Acquisition Fund or Vendor Payable Account. By signing below, the undersigned represents and warrants that s/he has received all appropriate authority from Town of Mead, Colorado.

Town of Mead, Colorado

Signature

Printed Name and Title

Signature of additional authorized individual (optional) of Obligor

Signature

Printed Name and Title

EXHIBIT H

OBLIGOR ACKNOWLEDGEMENT

RE: Government Obligation Contract dated as of May 10, 2021, between KS StateBank (Obligee) and Town of Mead, Colorado (Obligor)

Obligor hereby acknowledges that it has ordered or caused to be ordered the equipment that is the subject of the above-mentioned Contract.

Please complete the below information, attach another page if necessary

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Obligor will immediately notify Obligee if any of the information listed above is changed.

EXHIBIT I

BANK QUALIFIED CERTIFICATE

RE: Government Obligation Contract dated as of May 10, 2021, between KS StateBank (Obligee) and Town of Mead, Colorado (Obligor)

Whereas, Obligor hereby represents that it is a “Bank Qualified” Issuer for the calendar year in which this Contract is executed by making the following designations with respect to Section 265 of the Internal Revenue Code of 1986, as amended (the “Code”). (A “Bank Qualified Issuer” is an issuer that issues less than ten million (\$10,000,000) dollars of tax-exempt obligations other than “private activity bonds” as defined in Section 141 of the Code, excluding certain “qualified 501(c)(3) bonds” as defined in Section 145 of the Code, during the calendar year).

Now, therefor, Obligor hereby designates this Contract as follows:

1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(i) of the Code, the Obligor hereby specifically designates the Contract as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Obligor hereby represents that the Obligor will not designate more than \$10,000,000 of obligations issued by the Obligor in the calendar year during which the Contract is executed and delivered as such “qualified tax-exempt obligations”.
2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Obligor hereby represents that the Obligor (including all subordinate entities of the Obligor within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than “private activity bonds” as defined in Section 141 of the Code and excluding certain “qualified 501(c)(3) bonds” as defined in Section 145 of the Code) in an amount greater than \$10,000,000.

Town of Mead, Colorado

Signature

Printed Name and Title

INSURANCE REQUIREMENTS

Pursuant to Article V of the Government Obligation Contract, you have agreed to provide us evidence of insurance covering the Equipment.

A Certificate of Insurance listing the information stated below should be sent to us no later than the date on which the equipment is delivered.

Insured:	Certificate Holder:
Town of Mead, Colorado	KS StateBank
441 Third Street	1010 Westloop, P.O. Box 69
Mead, Colorado 80542	Manhattan, Kansas 66505-0069

- 1. Equipment Description**
 - ◆ One (1) 2022 HV507 SFA International Truck, VIN: 1HTEDTAR2NH240185
 - ◆ Please include all applicable VIN's, serial numbers, etc.
- 2. Deductible**
 - ◆ The deductible amounts on the insurance policy should not exceed \$25,000.00.
- 3. Physical Damage**
 - ◆ All risk coverage to guarantee proceeds of at least \$203,637.00.
- 4. Liability**
 - ◆ Minimum Combined Single Limit of \$1,000,000.00 on bodily injury and property damage.
- 5. Additional Insured and Loss Payee**
 - ◆ KS StateBank AOIA (and/or Its Assigns) MUST be listed as additional insured and loss payee.

Please forward certificate as soon as possible to: Email: jlopez@ksstate.bank
or
Fax: (785) 587-4016

Please complete the information below and return this form along with the Contract.

Town of Mead, Colorado

Insurance Company: _____

Agent's Name: _____

Telephone #: _____

Fax #: _____

Address: _____

City, State Zip: _____

Email: _____

PREFERRED

*As an additional payment option for Obligor, we are now providing the option of ACH (Automatic Clearing House). By completing this form, Obligor is authorizing Obligee to withdraw said payment amount on said date.

DEBIT AUTHORIZATION

I hereby authorize KS StateBank Government Finance Department to initiate debit entries for the Payment Amount (including, but not limited to, any late fees, rate changes, escrow modifications, etc.). I acknowledge that KS StateBank Government Finance Department may reinitiate returned entries up to two additional times, to the account indicated below at the financial institution named below and to debit the same to such account for:

Contract Number 3358974	Payment Amount \$43,243.18	Frequency of Payments Annual
Beginning _____ Month _____ Year	Day of Month Debits will be made according to Exhibit B of the Contract	

I acknowledge that the origination of ACH transactions to this account must comply with the provisions of U.S. law.

Financial Institution Name		Branch	
Address	City	State	Zip
Routing Number		Account Number	

Type of Account Checking Savings

If the account does not have sufficient funds, KS StateBank Government Finance Department may attempt, but shall have no obligation to continue to attempt to deduct the payment from the account. If the account has insufficient funds when KS StateBank Government Finance Department attempts to deduct a payment, KS StateBank Government Finance Department may terminate the automatic deduction of payments upon notice to borrower and me. Until such time as payment is made, borrower shall be responsible to make such payments, and all other payments that may be due to KS StateBank Government Finance Department regarding the above-referenced loan.

This authority is to remain in full force and effect until KS StateBank has received written notification from any authorized signer of the account of its termination in such time and manner as to afford KS StateBank a reasonable opportunity to act on it.

Obligor Name on Contract Town of Mead, Colorado	
Signature	Printed Name and Title
Tax ID Number 84-6008552	Date

PLEASE ATTACH COPY OF A VOIDED CHECK TO THIS FORM!

USA Patriot Act

USA Patriot Act requires identity verification for all new accounts. This means that we may require information from you to allow us to make a proper identification.

INVOICE

DATE SENT: 05-03-2021

BILL TO:

TOWN OF MEAD, COLORADO
ATTN: ACCOUNTS PAYABLE
441 THIRD STREET
MEAD, COLORADO 80542

REMIT TO:

KS STATEBANK
GOVERNMENT FINANCE DEPARTMENT
PO BOX 69
MANHATTAN, KS 66505-0069
FOR INQUIRIES: (877) 587-4054

ACCOUNT NUMBER	PAYMENT DATE	PAYMENT DUE DATE	TOTAL AMOUNT DUE
3358974	At Closing	At Closing	\$43,243.18

DESCRIPTION	AMOUNT
GOVERNMENT OBLIGATION CONTRACT DATED AS OF MAY 10, 2021	PAYMENT AMOUNT: \$43,243.18
ONE (1) 2022 HV507 SFA INTERNATIONAL TRUCK, VIN: 1HTEDTAR2NH240185	
<i>Additional interest will be assessed on any payment received after the due date.</i>	
	\$43,243.18
	TOTAL DUE

8038 REVIEW FORM

The 8038 form attached hereto is an important part of the documentation package and must be properly filled out and submitted to the Department of the Treasury in order for you to receive the lower tax-exempt rate. Unless you instruct us otherwise, we have engaged a Paid Preparer to assist in the filling out of this form. The Paid Preparer has filled out the relevant portions of this form based on the current understanding of what is required by the Department of the Treasury. The responses on this 8038 form are based on the dates and amounts which you have requested (structure of the transaction) and which are on the Payment Schedule.

1. Please review our responses for accuracy. If anything is inaccurate, please contact our office so that we can make proper revisions.
2. If the information provided to you on this form is accurate, please sign where indicated and return with the document package.
3. If there are any changes to the structure of the transaction that occur prior to funding which require a change to the 8038 form, we will make such changes and provide notification to you.
4. We will return to you a copy of the 8038 form that was mailed to the Department of the Treasury.

Important Note:

The IRS is now requesting information regarding tax-exempt issuers' and borrowers' written policies and procedures designed to monitor post-issuance compliance with the federal tax rules applicable to tax-exempt obligations (boxes 43 and 44). Do not check items 43 and 44 on the 8038 form unless you have established written procedures in accordance with the instructions referenced directly below. If you choose to "check" items 43 and/or 44, please be prepared to provide copies of such written procedures to the Paid Preparer or any representatives of the IRS upon request. Written procedures should contain certain key characteristics, including making provisions for:

- Due diligence review at regular intervals;
- Identifying the official or employee responsible for review;
- Training of the responsible official/employee;
- Retention of adequate records to substantiate compliance (e.g., records relating to expenditure of proceeds);
- Procedures reasonably expected to timely identify noncompliance; and
- Procedures ensuring that the issuer will take steps to timely correct noncompliance.

For additional guidance on this 8038 form, you can refer to the Documentation Instructions located on the following government website: <http://www.irs.gov/app/picklist/list/formsInstructions.html>, or contact your local IRS office.

Information Return for Tax-Exempt Governmental Obligations

Department of the Treasury
Internal Revenue Service

► Under Internal Revenue Code section 149(e)
► See separate instructions.
Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority		If Amended Return, check here ► <input type="checkbox"/>
1 Issuer's name Town of Mead, Colorado	2 Issuer's employer identification number (EIN) 84-6008552	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 441 Third Street	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Mead, Colorado 80542		7 Date of issue 05/10/2021
8 Name of issue Government Obligation Contract		9 CUSIP number None
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Ms. Mary Strutt, Town Clerk/Treasurer		10b Telephone number of officer or other employee shown on 10a (970) 805-4182

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.		
11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ► <u>One (1) 2022 HV507 SFA International Truck, VIN: 1HTEDTAR2NH240185</u>	18	205,025 59
19 If obligations are TANs or RANs, check only box 19a	► <input type="checkbox"/>	
If obligations are BANs, check only box 19b	► <input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box	► <input type="checkbox"/>	

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	05/10/2025	\$ 205,025.59	\$ 203,637.00	2.999 years	3.066 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)				
22 Proceeds used for accrued interest	22			
23 Issue price of entire issue (enter amount from line 21, column (b))	23		205,025	59
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	1,388	59	
25 Proceeds used for credit enhancement	25			
26 Proceeds allocated to reasonably required reserve or replacement fund	26			
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V.	27			
28 Proceeds used to refund prior taxable bonds. Complete Part V.	28			
29 Total (add lines 24 through 28)	29	1,388	59	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	203,637	00	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	► _____ years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	► _____ years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	► _____
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	► _____

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2011)

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a		
b Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____			
c Enter the name of the GIC provider ▶ _____			
37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		
38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:			
b Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____			
c Enter the EIN of the issuer of the master pool bond ▶ _____			
d Enter the name of the issuer of the master pool bond ▶ _____			
39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ <input checked="" type="checkbox"/>			
40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ <input type="checkbox"/>			
41a If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:			
b Name of hedge provider ▶ _____			
c Type of hedge ▶ _____			
d Term of hedge ▶ _____			
42 If the issuer has superintegrated the hedge, check box ▶ <input type="checkbox"/>			
43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ <input type="checkbox"/>			
44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ <input type="checkbox"/>			
45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement. ▶ _____			
b Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____			

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.				
	▶ _____ ▶	▶ _____ ▶			
	Signature of issuer's authorized representative	Date	Type or print name and title		
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	H. Evan Howe		05/03/2021		P01438994
	Firm's Name ▶ Baystone Financial LLC		Firm's EIN ▶ 48-1223987		
Firm's Address ▶ 12980 Metcalf, Suite 310, Overland Park, KS 66213			Phone no. (800) 752-3562		



Agenda Item Summary

- DATE:** May 10, 2021
- SUBJECT:** Board of Trustees Public Hearing: Proposed Text Amendments to Land Use Code regarding Home Occupations Regulations
- PRESENTED BY:** Christopher Kennedy, Planning Director and Jeremiah Fettig, Planner II
- ATTACHMENTS:**
1. Ordinance No. 961 (with **Exhibits A-1 and A-2** – Proposed Revisions)
 2. Resolution No. 02-PC-2021

SUMMARY

This item involves a proposed Staff amendment to the Chapter 16 of the *Mead Municipal Code*, known as the Land Use Code. Following a public hearing, the Planning Commission recommends the Staff-initiated revisions the Land Use Code relating to “home occupations,” a land use classification that refers to a business that is operated from someone’s place of residence. Existing and prospective business owners are increasingly seeking options that allow them to work from home due to various factors, including the rising costs of land and construction, technological and logistical changes and innovations, and quarantine issues related to COVID-19, which have all shifted sectors of the workforce to remote settings. Due in part to some of these trends, the 2018 Comprehensive Plan seeks to encourage and facilitate remote work and home-based businesses in Mead (Policy 2C: Strategy 2C-3).

As a result, staff is proposing to ease restrictions on those that wish to conduct appropriate kinds of business from home through revisions to the Land Use Code which will: 1) address burdensome noticing requirements; 2) reduce unnecessary application costs; and 3) generally simplify the home occupation application process.

Home occupations are currently subject to very strict requirements whereby an applicant must acquire permission from all neighboring property owners within 300 feet of their residence in order to receive a home occupation permit. If an applicant is unable to get permission from all of their neighbors to conduct their business (even if the business otherwise complies with the MMC), the application is treated as an application for a conditional use. The request is then subject to significant fees and deposits, lengthy staff and legal review periods, and public hearings before both the Planning Commission and Board of Trustees – a process designed for larger-scale development projects. Staff believes that potential applicants often avoid the process due to these onerous requirements. As a result, the Town is unaware of many of the businesses operating within its boundaries.

PROPOSED REVISIONS

Before proposing the revisions below, staff researched the code requirements of the State Model Land Use Code and several other municipalities, including Firestone, Frederick, Erie, Longmont, and Centennial, and adapted certain provisions to tailored to meet the needs of the Mead community.



Staff proposes changes to Sections 16-1-150, 16-3-40- Table 3.1, 16-3-50, 16-3-60(f), and 16-13-30 of the MMC as shown in more detail in **Exhibits A-1** and **A-2** attached to the proposed ordinance, and as generally described below.

Definitions

Staff proposes the following definition of home occupations:

Home occupation means an occupation or business activity which results in a product or service, for which a business license may be required pursuant to Chapter 6 of the Mead Municipal Code, that is conducted in whole or in part in a dwelling unit and is incidental to the residential use of the dwelling unit and does not change the essential residential character or appearance of the dwelling unit or neighborhood.

This definition provides a clearer standard for home occupations than the prior definition, providing only that home occupations must be “subordinate to residential use.”

Additional proposed changes to Section 16-1-150 of the MMC include removal of terms that are redundant and/or not utilized in the MMC (“child care, home based” and “foster care home”). The definition of “family child care home” is updated to reference the state law definition.

Specific Use Standards

Current Section 16-3-50 of the MMC provides additional standards for home occupations within nonresidential zoning districts. Application of these standards is unclear, and staff recommends removal of this provision to facilitate a clear process for home occupations. By definition, a home occupation is a business use in a residential area and standards for nonresidential areas, which already allow for business uses, are not necessary.

Conditions for Home Occupations as Accessory Uses

Staff proposes replacing the standards and requirements for home occupations currently codified in Section 16-3-60(f) of the MMC, and generally described as follows:

- Applicants must obtain permission from surrounding property owners, or, in case of surrounding property owner objections, obtain approval through the conditional use process, including a public hearing.
- Different conditions apply to “minor home occupations” versus “major home occupations,” including:
 - A 25% or less floor area limitation for minor home occupations versus no limitation for major home occupations;
 - No nonresident employees for minor home occupations versus two permissible nonresident employees for major home occupations; and
 - No more than 6 customers/day may visit the site for minor home occupations versus 12 customers/day for major home occupations.



Staff proposes the following in lieu of current Section 16-3-60(f) for a more streamlined, clear process and standards for lawful home occupations, more in line with other communities. The below provisions are designed to ensure that only businesses that can be operated with minimal impacts to surrounding property owners may be established as home occupations, without the need for the major/minor home occupation distinction. The proposed provisions preserve and/or clarify limitations on home occupations regarding exterior and neighborhood impacts.

- (1) Home occupations shall be registered with the Town of Mead prior to initiation of a home occupation. Registrant shall complete a Home Occupation Affidavit form describing the nature of the home occupation and certifying that it will comply with all applicable Code standards and limitations. Affidavits shall be filed with the Town of Mead prior to initiation of a home occupation and annually thereafter with the business Sales and Use Tax report. Forms will be available online or with the Town Clerk or Deputy Clerk.
- (2) Home occupations shall be conducted predominately within the principal structure or an accessory structure associated with the residential use and shall be primarily conducted by one or more residents of the principal dwelling. No more than two (2) non-residents may assist in the on-site conduct of the home occupation.
- (3) Home occupations shall be clearly incidental and secondary to the use of the dwelling for dwelling purposes and shall not change the residential character of the property and neighborhood.
- (4) There shall be no advertising or other display or indications of a home occupation, with the exception of signage permitted per Chapter 16, Article 7 of this Code.
- (5) There shall be no substantial retailing or wholesaling of stocks, supplies, or products conducted on the premises of a home occupation; however, delivery of retail products to the consumer off the premises, such as in the course of a mail order business, shall be permitted.
- (6) There shall be no exterior storage on the premises of supplies or material used in the home occupation, nor of any chemically hazardous, explosive, or combustible material within the dwelling or upon the premises upon which the dwelling is situated.
- (7) A home occupation shall not generate or result in nuisances such as traffic, excessive on-street parking, noise, vibration, odor, glare, fumes, electrical interference, or hazards greater than that usually associated with residential uses.
- (8) The maximum number of clients that may visit the home occupation per day is ten (10). *Family child care homes* are exempt from this requirement, and capacity is governed under state law and Department of Human Services regulations.
- (9) The property containing the home occupation shall adequately accommodate all parking needs (residents, clients, customers, employees, etc.) utilizing the public right-of-way immediately adjacent, onsite driveways or off-site parking facilities.
- (10) The following uses shall not be permitted as home occupations:



- (i) Auto repair or motorized implement maintenance or repair;
- (ii) Painting of vehicles, trailers, boats, or similar items;
- (iii) Motor vehicle towing operation;
- (iv) Welding shop;
- (v) Barber or beauty shops having more than one (1) chair.

In addition to the prohibited uses specified herein, the Mead Planning Director shall have the authority to prohibit other uses upon a determination that such uses are likely to result in external impacts comparable to the prohibited uses specified herein or are otherwise inconsistent with the residential character of the area.

- (11) In addition to the provisions of this Section 16-3-60(f), medical marijuana primary caregivers are subject to Section 6-2-130(e) of the Mead Municipal Code.

Conditional Uses

In line with the above-described changes, staff proposes revising Section 16-3-40- Table 3.1, regarding specific uses, to remove the conditional use permit requirements for home occupations, including family child-care homes, in all zoning districts.

Fees

Staff proposes removal of the fee provision in Section 16-13-30(3), which currently allows the Board of Trustees set fees for home occupations. Fees may offset a more involved approval process and administrative costs relating to hearings but are not necessary with the new simplified process for home occupations, reduced to registration and affidavit.

REVIEW CRITERIA

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

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

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



Only one of the review criteria listed above must be met in order for the proposed amendments to be approved. Staff believes that the proposal meets three of the criteria:

- (1) *To correct a manifest error in the text of this Article; or*

Certain conflicting definitions and code language will be corrected through the proposed revisions.

- (2) *To provide for changes in administrative practices as may be necessary to accommodate changing needs of the community and the Town staff; or*

These revisions will streamline the process of establishing a home occupation, which will benefit resident business owners and the local economy, while more effectively utilizing staff time and resources.

- (3) *To further the implementation of the goals and objectives of the Town Comprehensive Plan.*

The proposed amendments address goals and objectives of the Town of Mead’s 2018 Comprehensive Plan pertaining to Policy 2C: Strategy 2C-3, which seeks to encourage and facilitate remote work and home-based businesses in Mead.

LEGAL CONSIDERATIONS

A joint notice of the April 21, 2021 Planning Commission hearing and the May 10, 2021 Board of Trustees hearing was published on or prior to April 6, 2021, in accordance with the requirements of Section 16-3-160 of the MMC. At its regular meeting on April 21, 2021, the Planning Commission recommended approval of the staff-initiated text amendments by adopting Resolution No. 02-PC-2021, in accordance with Section 16-3-160 of the MMC. A copy of the Planning Commission resolution is attached to this AIS for the Board’s review and reference.

RECOMMENDATION

Staff believes that the proposed revisions satisfactorily meet the criteria for approval as set forth in Section 16-3-160 of the Mead Municipal Code and requests that the Board of Trustees approve the revisions by adopting the attached ordinance.

RECOMMENDED MOTION

“I move to approve Ordinance No. 961, an Ordinance of the Town of Mead, Colorado Amending Sections 16-1-150, 16-3-40- Table 3.1, 16-3-50, 16-3-60(f), and 16-13-30 of the Mead Municipal Code, Regarding Home Occupations.”

ATTACHMENTS

Ordinance No. 961
Exhibits A-1 and A-2
Resolution No. 02-PC-2021

**TOWN OF MEAD, COLORADO
ORDINANCE NO. 961**

**AN ORDINANCE OF THE TOWN OF MEAD, COLORADO, AMENDING
SECTIONS 16-1-150, 16-3-40- TABLE 3.1, 16-3-50, 16-3-60(f), AND 16-13-30
OF THE *MEAD MUNICIPAL CODE*, REGARDING HOME OCCUPATIONS**

WHEREAS, Sec. 16-3-160(d) of the Town of Mead Municipal Code (“MMC”) sets forth that amendments to the text of Chapter 16 of the MMC (“Land Use Code”) may be initiated by the Board of Trustees, the Planning Commission, Town staff or written application of any property owner or resident of the Town and further provides that any such text amendments “. . . shall be reviewed and considered by the Planning Commission and the Board of Trustees at public hearings and shall be enacted by ordinance”; and

WHEREAS, Community Development staff is recommending amendments to Sections 16-1-150, 16-3-40- Table 3.1, 16-3-50, 16-3-60(f), and 16-13-30 of the MMC, regarding home occupations as an accessory use; and

WHEREAS, a legislative redline of the proposed amendments to Sections 16-1-150, 16-3-40- Table 3.1, 16-3-50, 16-3-60(f), and 16-13-30 of the MMC is attached to this Ordinance as **Exhibits A-1 and A-2** and is incorporated herein by reference; and

WHEREAS, at a public hearing held on April 21, 2021, the Town of Mead Planning Commission recommended the proposed changes to the MMC to the Board of Trustees for approval; and

WHEREAS, in conformance with the Sec. 16-3-160 of the MMC, the public hearings before the Planning Commission and the Board of Trustees were properly noticed, including publication in *The Longmont Times-Call*; and

WHEREAS, the Board of Trustees has specifically reviewed and analyzed the criteria for text amendments to the Land Use Code, and has determined that the amendment to the Land Use Code set forth in this Ordinance will correct manifest errors in the text of the Land Use Code, will provide for changes in administrative practices as may be necessary to accommodate the changing needs of the community and Town staff, and will further the implementation of the goals and objectives of the Town Comprehensive Plan; and

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

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

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

Section 2. The MMC is hereby amended as reflected in the legislative redlines attached hereto **Exhibits A-1 and A-2**.

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

Section 4. Remaining provisions. Except as specifically amended hereby, all other provisions of the Mead Municipal Code shall continue in full force and effect.

Section 5. Codification Amendments. The codifier of Mead’s Municipal Code is hereby authorized to make such numerical, technical and formatting changes as may be necessary to incorporate the provisions of this ordinance within the Mead Municipal Code.

Section 6. 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 7. 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 8. 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 10TH DAY OF MAY, 2021.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

EXHIBIT A-1

The text amendments to the Land Use Code of the Mead Municipal Code are provided below, with deletions in strike-through and additions underlined except as otherwise noted.

Section 16-1-150. - Definitions.

Home occupation means an occupation or business activity which results in a product or service, for which a business license may be required pursuant to Chapter 6 of the Mead Municipal Code, that is conducted in whole or in part in a dwelling unit and is subordinate to the residential use of the dwelling unit, and is incidental to the residential use of the dwelling unit and does not change the essential residential character or appearance of the dwelling unit or neighborhood.

Child care, home based, means a facility that is maintained for the whole or part of the day for the care for less than seven (7) children.

Family child care home shall have the meanings provided in Section 26-6-102 of the Colorado Revised Statutes, as may be amended from time to time. Family child care home shall not include exempt family child care home providers, as that term is defined in Section 26-6-102, C.R.S. means a home-based facility licensed by the state for child care in a place of residence of the family or person for the purpose of providing less and twenty-four hour care for children under the age of eighteen (18) years who are not related to the head of such home.

Foster care home means a facility that is certified by the county department of social services or a child placement agency for child care in a place of residence of a family or person for the purpose of providing twenty-four hour family care for a child under the age of eighteen (18) years who is not related to the head of such home, except in the case of relative care.

Section 16-3-50. – Specific use standards.

(3) Reserved. Home-occupation. Business residence uses within nonresidential zoning districts shall be subject to the standards listed below:

- a. ~~The residential unit shall comply with all applicable building and fire codes, and with all applicable portions of this land use code.~~
- b. ~~Only one (1) single family dwelling unit per primary business or structure shall be allowed and it shall be occupied by the immediate family of the owner, operator or employee of the business.~~
- c. ~~The dwelling unit shall be located within a structure used primarily for business purposes.~~
- d. ~~A minimum of one (1) off street parking space shall be provided for the dwelling unit in addition to the required parking for the business. Additional spaces may be required based upon number of bedrooms within the dwelling unit.~~

Section 16-3-60. – Accessory uses.

[Remove entire subsection (f), including Table 3.2 to replace with the following:]

- (f) Home Occupations. It is the intent of this subsection to regulate home occupations so that the average neighborhood resident, under normal circumstances, will not be negatively impacted by and will be minimally aware of their existence. Home occupations shall be a permitted accessory use and shall meet all of the following criteria:
- (1) Home occupations shall be registered with the Town of Mead prior to initiation of a home occupation. Registrant shall complete a Home Occupation Affidavit form describing the nature of the home occupation and certifying that it will comply with all applicable Code standards and limitations. Affidavits shall be filed with the Town of Mead prior to initiation of a home occupation and annually thereafter with the business Sales and Use Tax report. Forms will be available online or with the Town Clerk or Deputy Clerk.
 - (2) Home occupations shall be conducted predominately within the principal structure or an accessory structure associated with the residential use and shall be primarily conducted by one or more residents of the principal dwelling. No more than two (2) non-residents may assist in the on-site conduct of the home occupation.
 - (3) Home occupations shall be clearly incidental and secondary to the use of the dwelling for dwelling purposes and shall not change the residential character of the property and neighborhood.
 - (4) There shall be no advertising or other display or indications of a home occupation, with the exception of signage permitted per Chapter 16, Article 7 of this Code.
 - (5) There shall be no substantial retailing or wholesaling of stocks, supplies, or products conducted on the premises of a home occupation; however, delivery of retail products to the consumer off the premises, such as in the course of a mail order business, shall be permitted.
 - (6) There shall be no exterior storage on the premises of supplies or material used in the home occupation, nor of any chemically hazardous, explosive, or combustible material within the dwelling or upon the premises upon which the dwelling is situated.
 - (7) A home occupation shall not generate or result in nuisances such as traffic, excessive on-street parking, noise, vibration, odor, glare, fumes, electrical interference, or hazards greater than that usually associated with residential uses.
 - (8) The maximum number of clients that may visit the home occupation per day is ten (10). *Family child care homes* are exempt from this requirement, and capacity is governed under state law and Department of Human Services regulations.
 - (9) The property containing the home occupation shall adequately accommodate all parking needs (residents, clients, customers, employees, etc.) utilizing the public right-of-way immediately adjacent, onsite driveways or off-site parking facilities.
 - (10) The following uses shall not be permitted as home occupations:
 - (i) Auto repair or motorized implement maintenance or repair;
 - (ii) Painting of vehicles, trailers, boats, or similar items;

(iii) Motor vehicle towing operation;

(iv) Welding shop;

(v) Barber or beauty shops having more than one (1) chair.

In addition to the prohibited uses specified herein, the Mead Planning Director shall have the authority to prohibit other uses upon a determination that such uses are likely to result in external impacts comparable to the prohibited uses specified herein or are otherwise inconsistent with the residential character of the area.

(11) In addition to the provisions of this Section 16-3-60(f), medical marijuana primary caregivers are subject to Section 6-2-130(e) of the Mead Municipal Code.

Section 16-13-30. – Other fees.

(3) Reserved. ~~Home occupation permit.~~

EXHIBIT A-2

Sec. 16-3-40. – Use regulations.

[The below sections of Table 3.1 will be revised with deletions in strike-through.]

Table 3.1

<i>Use Category</i>	<i>Specific Use Type</i>	<i>Residential</i>					<i>Nonresidential</i>				<i>T</i>	<i>Specified Use Standard (Reference No.)</i>
		<i>RSF- E</i>	<i>RSF- 1</i>	<i>RSF- 4</i>	<i>RMF- 8</i>	<i>RMF- 14</i>	<i>DMU</i>	<i>HC</i>	<i>GC</i>	<i>LI</i>	<i>AG</i>	
RESIDENTIAL												
Household Living	Accessory dwelling unit	A	A	C			A				A	
	Duplex				A	A	A	C				
	Home occupation	E	E	E	E	E	A	A	A	E		16-3-50(3)
	Manufactured housing park			C	C	A	C					
	Multi-family units				A	A	A	C	C			16-3-50(14)
	Rooming/boarded house				A	A	A	C				
	Single-family detached (include manufactured housing)	A	A	A	A	A	A	C			A	
	Townhomes				A	A	A	C	C			

	All other household living			A	A	A	A					
Group Living	Assisted living facility	C	C	C	C	C	C	C	C		C	16-3-50(9)
	Large group living facility				C	C	C	C	C	C		
	Small group living facility	C	C	C	C	C	C	C	C		C	
	Treatment facility	C	C	C	C	C	C	C	C		C	
INSTITUTIONAL AND CIVIC												
Colleges & Vocational Schools	Colleges & universities				C	C	C	A	A	C		
	Vocational/technical/trade schools							A	A	C		
	All other educational institutions							C	C	C		
Community Service	Community activity building	A	A	A	A	A	A	A	A		C	
	All other community services	C	C	C	C	C	C	A	A	C	C	
Cultural	Museums, art galleries, libraries						A	A	A	C	C	
Day Care	Child care center, large					C	C	C	C	C		
	Child care center, small	C	C	C	C	C						
	Family child care, home	A	A	A	A	A	C	C			A	

**TOWN OF MEAD, COLORADO
PLANNING COMMISSION
RESOLUTION NO. 02-PC-2021**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE TOWN OF
MEAD, COLORADO RECOMMENDING APPROVAL OF STAFF-INITIATED
TEXT AMENDMENTS TO SECTIONS 16-1-150, 16-3-40- TABLE 3.1, 16-3-50, 16-
3-60(f), AND 16-13-30 OF THE *MEAD MUNICIPAL CODE*, REGARDING HOME
OCCUPATIONS, TO THE BOARD OF TRUSTEES**

WHEREAS, Sec. 16-3-160(d) of the Town of Mead Municipal Code (“MMC”) sets forth that amendments to the text of the Land Use Code may be initiated by the Board of Trustees, the Planning Commission, Town Staff or written application of any property owner or resident of the Town and further provides that any such text amendments “. . . shall be reviewed and considered by the Planning Commission and the Board of Trustees at public hearings and shall be enacted by ordinance”; and

WHEREAS, Town Staff has proposed amendments to Sections 16-1-150, 16-3-40- Table 3.1, 16-3-50, 16-3-60(f), and 16-13-30, of the MMC, regarding home occupations as an accessory use; and

WHEREAS, a legislative redline of the proposed amendments to Sections 16-1-150, 16-3-40- Table 3.1, 16-3-50, 16-3-60(f), and 16-13-30 of the MMC is attached to this Resolution as **Exhibits A-1 and A-2** and is incorporated herein by reference; and

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

WHEREAS, the Planning Commission conducted the duly-noticed public hearing on April 21, 2021 to consider the proposed staff-initiated text amendments summarized in **Exhibits A-1 and A-2** (the “Proposed Text Amendments”); and

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

WHEREAS, based upon evidence set forth in the *Agenda Item Summary/Staff Report* presented to the Planning Commission and other evidence offered and accepted at the public hearing, the Planning Commission has determined that the approval criteria set forth in Sec. 16-3-160(f)(1), (2), and (4) of the MMC have been satisfied in that the Proposed Text Amendments, if approved by the Board of Trustees, will correct manifest errors in Article 3 of Chapter 16 of the MMC, will provide for changes in administrative practices as may be necessary to accommodate changing needs of the community and the Town Staff, and will further the implementation of the goals and objectives of the Town’s 2018 Comprehensive Plan, and specifically Policy 2C: Strategy 2C-3; and

WHEREAS, the Planning Commission desires to recommend approval of the Proposed Text Amendments to the Board of Trustees,

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

Section 1. Recitals incorporated. The recitals contained above are incorporated herein by

reference and are adopted as findings and determinations of Planning Commission.

Section 2. Recommendation. The Planning Commission finds and determines that it reviewed the Proposed Text Amendments in accordance with the procedure set forth in Sec. 16-3-160 of the MMC and that the public hearing on the Proposed Text Amendments was held, conducted and concluded in accordance with Sec. 16-3-160 of the MMC. The Planning Commission recommends that the Board of Trustees proceed to approve the Proposed Text Amendments.

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

INTRODUCED, READ, PASSED AND ADOPTED THIS 21st DAY OF APRIL, 2021.

ATTEST:

By Jeanine Reed Secretary  By [Signature] Chairman or Acting Chair

Exhibits:

EXHIBIT A-1 – Proposed Amendments to Sections 16-1-150, 16-3-50, 16-3-60(f), and 16-13-30 of the MMC

EXHIBIT A-2 – Proposed Amendments to Section 16-3-40- Table 3.1 of the MMC

EXHIBIT A-1

The text amendments to the Land Use Code of the Mead Municipal Code are provided below, with deletions in strike-through and additions underlined except as otherwise noted.

Section 16-1-150. - Definitions.

Home occupation means an occupation or business activity which results in a product or service, for which a business license may be required pursuant to Chapter 6 of the Mead Municipal Code, that is conducted in whole or in part in a dwelling unit and is subordinate to the residential use of the dwelling unit, and is incidental to the residential use of the dwelling unit and does not change the essential residential character or appearance of the dwelling unit or neighborhood.

Child care, home based, ~~means a facility that is maintained for the whole or part of the day for the care for less than seven (7) children.~~

Family child care home shall have the meanings provided in Section 26-6-102 of the Colorado Revised Statutes, as may be amended from time to time. Family child care home shall not include exempt family child care home providers, as that term is defined in Section 26-6-102, C.R.S. means a home-based facility licensed by the state for child care in a place of residence of the family or person for the purpose of providing less and twenty-four hour care for children under the age of eighteen (18) years who are not related to the head of such home.

Foster care home ~~means a facility that is certified by the county department of social services or a child placement agency for child care in a place of residence of a family or person for the purpose of providing twenty-four hour family care for a child under the age of eighteen (18) years who is not related to the head of such home, except in the case of relative care.~~

Section 16-3-50. – Specific use standards.

(3) ~~Reserved. Home occupation. Business residence uses within nonresidential zoning districts shall be subject to the standards listed below:~~

- ~~a. The residential unit shall comply with all applicable building and fire codes, and with all applicable portions of this land use code.~~
- ~~b. Only one (1) single family dwelling unit per primary business or structure shall be allowed and it shall be occupied by the immediate family of the owner, operator or employee of the business.~~
- ~~c. The dwelling unit shall be located within a structure used primarily for business purposes.~~
- ~~d. A minimum of one (1) off street parking space shall be provided for the dwelling unit in addition to the required parking for the business. Additional spaces may be required based upon number of bedrooms within the dwelling unit.~~

Section 16-3-60. – Accessory uses.

[Remove entire subsection (f), including Table 3.2 to replace with the following:]

- (f) Home Occupations. It is the intent of this subsection to regulate home occupations so that the average neighborhood resident, under normal circumstances, will not be negatively impacted by and will be minimally aware of their existence. Home occupations shall be a permitted accessory use and shall meet all of the following criteria:
- (1) Home occupations shall be registered with the Town of Mead prior to initiation of a home occupation. Registrant shall complete a Home Occupation Affidavit form describing the nature of the home occupation and certifying that it will comply with all applicable Code standards and limitations. Affidavits shall be filed with the Town of Mead prior to initiation of a home occupation and annually thereafter with the business Sales and Use Tax report. Forms will be available online or with the Town Clerk or Deputy Clerk.
 - (2) Home occupations shall be conducted predominately within the principal structure or an accessory structure associated with the residential use and shall be primarily conducted by one or more residents of the principal dwelling. No more than two (2) non-residents may assist in the on-site conduct of the home occupation.
 - (3) Home occupations shall be clearly incidental and secondary to the use of the dwelling for dwelling purposes and shall not change the residential character of the property and neighborhood.
 - (4) There shall be no advertising or other display or indications of a home occupation, with the exception of signage permitted per Chapter 16, Article 7 of this Code.
 - (5) There shall be no substantial retailing or wholesaling of stocks, supplies, or products conducted on the premises of a home occupation; however, delivery of retail products to the consumer off the premises, such as in the course of a mail order business, shall be permitted.
 - (6) There shall be no exterior storage on the premises of supplies or material used in the home occupation, nor of any chemically hazardous, explosive, or combustible material within the dwelling or upon the premises upon which the dwelling is situated.
 - (7) A home occupation shall not generate or result in nuisances such as traffic, excessive on-street parking, noise, vibration, odor, glare, fumes, electrical interference, or hazards greater than that usually associated with residential uses.
 - (8) The maximum number of clients that may visit the home occupation per day is ten (10). *Family child care homes* are exempt from this requirement, and capacity is governed under state law and Department of Human Services regulations.
 - (9) The property containing the home occupation shall adequately accommodate all parking needs (residents, clients, customers, employees, etc.) utilizing the public right-of-way immediately adjacent, onsite driveways or off-site parking facilities.
 - (10) The following uses shall not be permitted as home occupations:
 - (i) Auto repair or motorized implement maintenance or repair;
 - (ii) Painting of vehicles, trailers, boats, or similar items;

- (iii) Motor vehicle towing operation;
- (iv) Welding shop;
- (v) Barber or beauty shops having more than one (1) chair.

In addition to the prohibited uses specified herein, the Mead Planning Director shall have the authority to prohibit other uses upon a determination that such uses are likely to result in external impacts comparable to the prohibited uses specified herein or are otherwise inconsistent with the residential character of the area.

- (11) In addition to the provisions of this Section 16-3-60(f), medical marijuana primary caregivers are subject to Section 6-2-130(e) of the Mead Municipal Code.

Section 16-13-30. – Other fees.

- (3) Reserved. ~~Home occupation permit.~~

Sec. 16-3-40. – Use regulations.

[The below sections of Table 3.1 will be revised with deletions in strike-through.]

Table 3.1

Use Category	Specific Use Type	Residential					Nonresidential					T	Specified Use Standard (Reference No.)			
		RSF- E	RSF- I	RSF- 4	RMF- 8	RMF- 14	DMU	HC	GC	LI	AG					
		RESIDENTIAL														
Household Living	Accessory dwelling unit	A	A	C			A							A		
	Duplex				A		A			C						
	Home occupation	C	C	C	C		C			A					16-3-50(3)	
	Manufactured housing park				C											
	Multi-family units						A			C					16-3-50(14)	
	Rooming/boarding house						A			A						
	Single-family detached (include manufactured housing)	A	A	A	A											A
	Townhomes						A			A						C
	All other household living						A			A						

Group Living	Assisted living facility	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	16-3-50(9)
	Large group living facility																
	Small group living facility	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
	Treatment facility	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
INSTITUTIONAL AND CIVIC																	
Colleges & Vocational Schools	Colleges & universities																
	Vocational/technical/trade schools																
	All other educational institutions																
Community Service	Community activity building	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	C
	All other community services	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Cultural	Museums, art galleries, libraries																
	Child care center, large																
Day Care	Child care center, small	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
	Family-child care, home	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A



MEETING DATE: May 10, 2021

SUBJECT: Resolution No. 24-R-2021, A Resolution of the Town of Mead, Colorado, Approving an Agreement for Professional Services Between the Town of Mead and Anderson Hallas Architects, PC Concerning Recreation Center/Field House Facility Project Architectural Design Services

PRESENTED BY: Christopher Kennedy, Planning Director

SUMMARY

Staff is requesting the Board of Trustees' review and approval of an agreement for professional services with **Anderson Hallas Architects, PC** ("Consultant") to provide architectural design services to the Town of Mead (the "Agreement"). Such services are intended to advance the necessary steps to repurpose existing agricultural/industrial buildings (commonly referred to as the Bean Plant property) for use as a Town recreation center/field house amenity.

The Town issued a *Request for Proposals for Recreation Center/Field House Facility Project Architectural Design Services* (RFP No. 2021-004) (the "RFP") on February 5, 2021, requesting proposals from qualified firms. Fourteen (14) proposals were received on or before the proposal deadline of March 12, 2021.

Based on the selection criteria set forth in the RFP, Town Staff selected Consultant as the most qualified firm to complete the services under the Agreement, which include the following:

- a) Site Evaluation and Work Plan
- b) Public Outreach and Staff Charrettes
- c) Design Alternatives and Budget
- d) Ongoing Support/Team Fees

(together, the "Services"). The Services are described in detail in **Exhibit A** of the Agreement.

FINANCIAL CONSIDERATIONS

The Agreement establishes a Not-to-Exceed Amount ("NTE Amount") of \$71,680.00, which includes the fees for all of the Services (\$67,580.00) plus estimates reimbursable expenses of \$4,100.00. A detailed breakdown of fees and reimbursable expenses is set forth on **Exhibit B** of the Agreement. Resolution No. 24-R-2021 approves the Agreement and authorizes the Mayor to execute the Agreement on behalf of the Town when in final form.

Funds for the Services have been allocated in the 2021 budget (09-51-5500).

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends approving the Agreement with Anderson Hallas Architects, PC in an amount not-to-exceed \$71,680.00.

Suggested Motion –

“I move to approve Resolution No. 24-R-2021, A Resolution of the Town of Mead, Colorado, Approving an Agreement for Professional Services Between the Town of Mead and Anderson Hallas Architects, PC Concerning Recreation Center/Field House Facility Project Architectural Design Services in the Not to Exceed Amount of \$71,680.00.”

ATTACHMENTS

Resolution No.24-R-2021

Agreement for Professional Services (**Exhibit 1** to Resolution)

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 24-R-2021**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING AN
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE
TOWN OF MEAD AND ANDERSON HALLAS ARCHITECTS, PC
CONCERNING RECREATION CENTER/FIELD HOUSE FACILITY PROJECT
ARCHITECTURAL DESIGN SERVICES**

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

WHEREAS, the Town issued that certain *Request for Proposals for Recreation Center/Field House Facility Project Architectural Design Services* (RFP No. 2021-004) (the “RFP”) on February 5, 2021; and

WHEREAS, the RFP contemplates that the selected contractor/consultant shall provide architectural design services for a Town public facilities project that would involve repurposing existing agricultural/industrial buildings for use as a Town recreation center/field house amenity (collectively, the “Services”); and

WHEREAS, the Town received a total of fourteen (14) proposals on or before the proposal deadline of March 12, 2021; and

WHEREAS, Town Staff scored the proposals based on the selection and evaluation criteria set forth in the RFP and selected **Anderson Hallas Architects, PC**, a Colorado corporation (the “Consultant”), as the most qualified firm to provide the Services to the Town; and

WHEREAS, the Board of Trustees desires to enter into an Agreement for Professional Services with the Consultant (the “Agreement”) for an amount not to exceed **Seventy-One Thousand Six Hundred Eighty Dollars and No Cents (\$71,680.00)** (“Not-to-Exceed Amount”), subject to annual appropriation; and

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

WHEREAS, the Board of Trustees desires to approve the Agreement in substantially the form attached to this Resolution, and further desires to delegate authority to the Mayor to execute the Agreement on behalf of the Town of Mead 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 Board of Trustees hereby:

- (a) Approves the Agreement in substantially the same form as is attached hereto as **Exhibit 1** for provision of the Services by Consultant for a total amount not to exceed **Seventy-One Thousand Six Hundred Eighty Dollars and No Cents (\$71,680.00)** (“Not-to-Exceed Amount”), subject to annual appropriation;

- (b) Authorizes the Town Attorney, in cooperation with the Mayor and Town Manager, to make non-material changes to the Agreement that do not increase the Town's obligations; and
- (c) Authorizes the Mayor to execute the Agreement when in final form, as determined by the Town Attorney.

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 10TH DAY OF MAY, 2021.

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen G. Whitlow, Mayor

Exhibit 1
Agreement for Professional Services
(Recreation Center/Field House Facility Project Architectural Design)

Town of Mead, Colorado
AGREEMENT FOR PROFESSIONAL SERVICES

Project/Services Name:
Recreation Center/Field House Facility Project Architectural Design Services

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into by and between the Town of Mead, a municipal corporation of the State of Colorado, with offices at 441 Third Street, Mead, Colorado 80542 (the “Town”), and Anderson Hallas Architects, PC, a Colorado corporation with offices at 715 Fourteenth Street, Golden, Colorado 80401 (“Consultant”) (each individually a “Party” and collectively the “Parties”).

RECITALS

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

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

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

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

I. SCOPE OF SERVICES

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

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

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

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

II. TERM AND TERMINATION

A. Term. This Agreement shall commence on the date of mutual execution of the Parties (the "Effective Date") and shall continue until **February 28, 2022** or until terminated as provided herein ("Termination Date"). The Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation.

B. Town Unilateral Termination. This Agreement may be terminated by the Town for any or no reason upon written notice delivered to the Consultant at least thirty (30) days prior to termination. In the event of the Town's exercise of the right of unilateral termination as provided by this paragraph:

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

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

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

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

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

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

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

III. REPRESENTATIVES AND SUPERVISION

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

B. Consultant Representative. The Consultant representative under this Agreement shall be Elizabeth Hallas, Principal-in-Charge ("Consultant Representative"). The Consultant Representative shall act as the Consultant's primary point of contact with the Town. The Consultant shall not designate another person to be the Consultant Representative without prior written notice to the Town.

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

IV. COMPENSATION

A. Not-to-Exceed Amount. Following execution of this Agreement by the Parties, the Consultant shall be authorized to and shall commence performance of the Services as described in **Exhibit A**, subject to the requirements and limitations on compensation as provided by this Section IV and its subsections. Compensation to be paid hereunder shall not exceed **Seventy-One Thousand Six Hundred Eighty and 00/100 Dollars (\$71,680.00)** (“Not-to-Exceed Amount”) unless a larger amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement. Notwithstanding the amount specified in this Section, Consultant shall be paid only for work performed. Consultant shall not be paid until tasks identified in the Scope of Services are performed to the satisfaction of the Town. In consideration for the completion of the Scope of Services by Consultant, the Town shall pay Consultant as follows:

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

B. Receipts. The Town, before making any payment, may require the Consultant to furnish at no additional charge releases or receipts from any or all persons performing work under this Agreement and/or supplying material or services to the Consultant, or any subconsultant 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 Consultant without requiring the furnishing of such releases or receipts.

C. Reimbursable Expenses.

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

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

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

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

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

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

V. PROFESSIONAL RESPONSIBILITY

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

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

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

VI. INDEPENDENT CONTRACTOR

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

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

standards applicable to the Consultant'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 Consultant's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

B. Insurance Coverage and Employment Benefits. The Town will not include the Consultant 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 Consultant or the Consultant'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:

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

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

VII. INSURANCE

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

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

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

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

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

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

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

VIII. INDEMNIFICATION

Consultant agrees to indemnify, defend, and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including reasonable attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage to the extent caused in whole or in part by, the negligent act, omission, error, professional error, mistake, negligence, or other fault of Consultant, or any officer, employee, representative, or agent of Consultant, or which arise out of a worker's compensation claim of any employee of Consultant. If Consultant is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Consultant's obligation to indemnify, defend, and hold harmless the Town may be determined only after Consultant's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. ILLEGAL ALIENS

The Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. The Consultant shall not contract with a subconsultant that fails to certify that the subconsultant does not knowingly employ or contract with any illegal aliens. By entering into this Agreement, the Consultant certifies as of the date of this Agreement it does not knowingly employ or contract with an illegal alien who will perform work under this public contract for services and that the Consultant will participate in the e-verify program in order to

confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement. The Consultant is prohibited from using the e-verify program to undertake pre-employment screening of job applicants while this Agreement is being performed. If the Consultant obtains actual knowledge that a subconsultant performing work under this Agreement knowingly employs or contracts with an illegal alien, the Consultant shall be required to notify the subconsultant and the Town within three (3) days that the Consultant has actual knowledge that a subconsultant is employing or contracting with an illegal alien. The Consultant shall terminate the subcontract if the subconsultant does not stop employing or contracting with the illegal alien within three (3) days of receiving the notice regarding the Consultant's actual knowledge. The Consultant shall not terminate the subcontract if, during such three days, the subconsultant provides information to establish that the subconsultant has not knowingly employed or contracted with an illegal alien. The Consultant is required to comply with any reasonable request made by the Colorado Department of Labor and Employment made in the course of an investigation undertaken to determine compliance with this provision and applicable state law. If the Consultant violates this provision, the Town may terminate this Agreement, and the Consultant may be liable for actual and/or consequential damages incurred by the Town, notwithstanding any limitation on such damages provided by this Agreement.

X. REMEDIES

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

1. Suspend the Consultant's performance pending necessary corrective action as specified by the Town without the Consultant's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or
2. Withhold payment to the Consultant until the necessary services or corrections in performance are satisfactorily completed; and/or
3. Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Consultant, cannot be performed, or if performed would be of no value to the Town; and/or
4. Terminate this Agreement in accordance with this Agreement.

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

XI. RECORDS AND OWNERSHIP

A. Retention and Open Records Act Compliance. All records of the Consultant related to the provision of Services hereunder, including public records as defined in the Colorado Open

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

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

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

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

XII. MISCELLANEOUS

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

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

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

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

If to the Town:

If to Consultant:

Town of Mead Attn: Town Manager 441 Third Street P.O. Box 626 Mead, Colorado 80542	Anderson Hallas Architects, PC Attn: Elizabeth Hallas 715 14th Street Golden, Colorado 80401
With Copy to: Michow Cox & McAskin LLP Attn: Mead Town Attorney 6530 S. Yosemite Street, Suite 200 Greenwood Village, Colorado 80111	With Copy to:

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

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

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

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

I. Governmental Immunity. The Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations

or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended (“CGIA”), or otherwise available to the Town and its officers or employees. Presently, the monetary limitations of the CGIA are set at three hundred eighty-seven thousand dollars (\$387,000) per person and one million ninety-three thousand dollars (\$1,093,000) per occurrence for an injury to two or more persons in any single occurrence where no one person may recover more than the per person limit described above.

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

K. Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, and thus any obligations of the Town hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

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

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

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

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

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

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

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

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

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

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

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SIGNATURE PAGES FOLLOW

THIS AGREEMENT is executed and made effective as provided above.

TOWN OF MEAD, COLORADO

By: _____

Printed Name: _____

Title: _____

Date of execution: _____

ATTEST:

Mary Strutt, MMC, Town Clerk

APPROVED AS TO FORM (*excluding exhibits*):

Marcus McAskin, Town Attorney

CONSULTANT:

Anderson Hallas Architects, PC, a Colorado corporation

By: _____

Printed Name: _____

Title: _____

Date of execution: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Agreement for Professional Services was subscribed, sworn to and acknowledged before me this ___ day of _____, 2021, by _____ as _____ of Anderson Hallas Architects, PC, a Colorado corporation.

My commission expires: _____

(S E A L)

Notary Public

EXHIBIT A
SCOPE OF SERVICES

PROJECT OVERVIEW:

The Consultant will provide architectural design services for a public facilities project that will involve repurposing existing agricultural/industrial buildings for use as a Town recreation center/field house amenity.

The Town has a contract to purchase a one-acre property containing approximately 16,000 square feet of agricultural/industrial space located 1.5 in the heart of downtown Mead at the southwest corner of Martin and 3rd St. Commonly referred to as the “Bean Plant,” the property originally served as a pinto bean processing facility as far back as the 1920’s and has seen a number of different uses since. The Town plans to renovate the existing buildings (to the degree possible) and convert the site for use as a small recreation center or “field house.” Ideally, the facility will include all-purpose courts (basketball, volleyball), exercise rooms (yoga, aerobics, etc.), locker/changing facilities, reception area, community room and storage space. This facility will house the Community Engagement Department (PIO, Recreation Coordinator, front desk and admin staff) and potentially other Town staff, so should also include office and conference space. The Town would like to begin construction on the facility as early as 2022, depending upon identified costs and availability of funds.

The Town of Mead requires the services of a professional architecture firm (“Consultant”), including any appropriate sub-consultants necessary to complete this project. A detailed budget for this project has yet to be developed and is part of the scope of work outlined below.

SCOPE OF SERVICES INCLUSIONS:

Site Evaluation and Work Plan

The Consultant shall:

1. Conduct meetings with key staff members and elected officials to gain an understanding of the need for the new facility and its intended uses.
2. Review existing documentation related to the property, including Alta survey, phase 1 environmental assessment and preliminary structural analysis.
3. Perform visual inspection of the site supported by written and photographic documentation and identify areas in need of further analysis.
4. Utilize appropriate subconsultants and other sources as needed to perform work required to complete site evaluation, including detailed structural analysis and any related work, such as limited demolition activities required to expose structural members.
5. Provide detailed site evaluation report outlining key findings and recommendations.

6. Provide detailed project work plan and preliminary schedule, including public outreach strategies.

Public Outreach and Staff Charrettes

The Consultant shall:

1. Implement public outreach strategies as previously discussed with staff, utilizing multiple approaches, potentially including:
 - online surveys;
 - community input meetings;
 - event booths;
 - presentations at Town meetings;
 - open houses.
2. Survey questions and other input tools should target a wide variety of information on general recreational needs in Mead along with site-specific feedback, including the following topics:
 - Recreation activities
 - Equipment
 - Classes offered
 - Building style
 - Outdoor features
3. Conduct design charrettes to gather input from and explore design options with key staff members. Charrettes should be geared towards determining potential layouts for recreational facilities, community functions and office configurations.
4. Compile all public input data received into detailed report and present findings to staff, the public and elected officials for discussion;
5. Based on data collected, develop list of priority facility features for inclusion in design alternatives.

Design Alternatives and Budget

The Consultant shall:

1. Based on the data collected from the public, elected officials and staff, develop at least three alternatives for staff review. Alternatives should incorporate low, medium and high-cost options, with sub-alternatives within each range. Drawings should include preliminary site plan, floor plans and elevations.
2. Conduct work sessions to help staff and elected officials prioritize wants and needs based on previous input and refine working design alternatives provided by Consultant for discussion.

3. Develop draft cost estimates associated with each design alternative, present to staff during additional work sessions and revise as needed.
4. Develop materials for presentation of alternatives to the public in an open-house format to collect additional input on the proposed design options.
5. Based on public feedback, budget and discussion with staff, eliminate one design alternative and prepare the alternatives for presentation to the Board of Trustees for consideration.
6. Deliverable documents should be largely conceptual in nature, but include enough detail to help decision-makers envision the site and facilitate development of an accurate project budget. Submittal package should include the following (at a minimum):
 - Up to two alternatives
 - Conceptual site plan
 - Preliminary floorplans
 - Architectural elevations
 - Colored renderings
 - Project cost estimates

Ongoing Support

The Consultant:

1. May serve in the capacity of the Town’s “on-call” architecture firm for future town needs.
 - Specific future services may include final design and implementation work related to the recreation center project previously described in this RFP.
 - Other future services may include recommendations, design work and grant writing related to the construction of new Town facilities and/or remodeling or expansion of existing Town facilities.

ANTICIPATED PROJECT SCHEDULE:

a. May 2021	Initial Assessments
b. June/July 2021	Public Outreach
c. August/September 2021	Evaluate Alternatives
d. October 2021	Finalize Concepts
e. November 2021	Public Hearings

[continued on next page]

Project Approach and Fee Schedule

ANDERSON
HALLAS
ARCHITECTS

Project Approach

Our design approach is based on the active participation of key representatives identified by Town of Mead. Dialogue is opened and maintained through a series of on-site workshops. This process is tailored to meet the unique needs of the Town of Mead.

Our approach begins with interactive client Workshops, the cornerstone of Anderson Hallas and Hastings+Chivetta's professional services. These Workshops take us beyond statistics and written reports to thorough discussions and physical representations of your project with key stakeholders, approaching it with our national experience and local perspective, yet seeing what is new, original and needed for transforming the Bean Plant.

Our goal for this process with the Town of Mead is to develop a Recreation Center/Field House Facility that supports the needs of the entire Town of Mead. We are committed to developing a design that will meet your programmatic and budgetary goals and address the community priorities.

Any recommendations we make would be justified in terms of their contribution to the Town, and for the Recreation Center/Field House Facility as a long-term resource for the entire community. We see the facility as an opportunity to support the goals outlined in the 2018 Mead Comprehensive Plan, especially in terms of being an attractor for residential development to support economic growth. We will also explore outdoor opportunities to reinforce the 2011 Open Space, Parks & Trails Master Plan.

PRE-WORKSHOP ACTIVITIES

Before the first workshop begins, we would ask for the Town share any existing site and facility analysis studies related to the Bean Plant, as well as any existing information - surveys, polls, etc. - that have been collected regarding this important project.

WORKSHOP #1 - ESTABLISH

In the first workshop, our goal is to create an environment where all are comfortable sharing their opinions and perspectives. All views and preconceptions are openly discussed in a collaborative setting.

Key tasks in this workshop include:

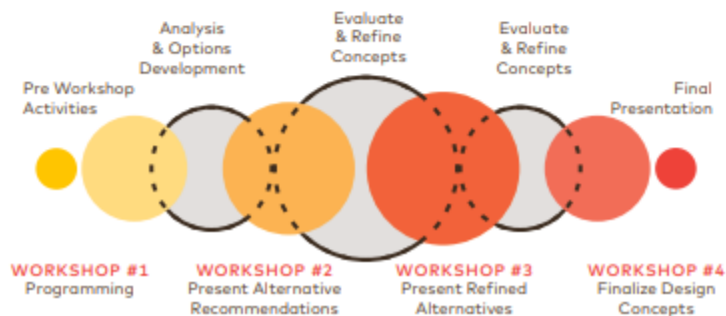
- Orientation Session
- Representative/Stakeholder Group Interviews
- Establish Project Goals and Objectives
- Space Programming Confirmation
- Review Existing Conditions
- Site Analysis
- Establish Adjacencies
- Preliminary Conceptual Cost Model

WORKSHOP #2 - DEVELOP

Following the interim activities by Anderson Hallas and Hastings+Chivetta's designers, we would again gather with the Town's identified group to further refine the concepts. We often use an interactive tool that we call a Gaming Table to engage groups in a productive exchange regarding flexibility of rooms, shared space and facility adjacencies. This tool offers a tangible way to engage groups in a creative, low-pressure setting. Other consensus-building tools we utilize are Design Preference Boards that allow non-architects to visually understand the range of design options. These Design Preference Boards also allow our designers to understand the design expectations of key stakeholders.

Key tasks in this workshop include:

- + Review and Confirm Proposed Space Assignments
- + Develop Alternative Concepts
- + Analyze Each Concept
- + Select Preferred Concept
- + Update Conceptual Cost Model



PROJECT APPROACH AND FEE SCHEDULE

[continued on next page]



WORKSHOP #3 - REFINE

Between workshops two and three, our designers evaluate and refine the concepts to be sure they are aligned with the goals established in the early phases of the process. The goal of this last workshop is to select the preferred concept and refine it as a group.

Key tasks in this workshop include:

- + Review Concept(s)
- + Refine Selected Concept
- + Special Equipment Requirements
- + Review Documentation with Committee
- + Modify Conceptual Cost Model

The result of this process will be a dynamic facility design which meets the current and future needs of the citizens.

EXHIBIT B
COMPENSATION

Proposed Fee

For the Town of Mead Recreation Center/Field House Facility Project we would propose a two-phase fee structure. Phase I includes Pre-Design Services for programming, site analysis, conceptual design and cost estimating. Phase II would include design services to get to construction documents in the future. In the meantime, for potential Ongoing Services, as requested, we have included hourly rates, however specific tasks could be proposed as discrete lump sum fees at the Town's discretion.

THE FEE FOR CONCEPTUAL DESIGN IS AS FOLLOWS:

Site Evaluation & Work Plan	\$9,290
<i>Kick-Off Meeting Staff & Elected Officials</i>	
<i>Document Review</i>	
<i>Facility Inspection and Scanning</i>	
<i>Structural Analysis (see below)</i>	
<i>Civil Analysis (see below)</i>	
<i>Work Plan</i>	
<i>Site Evaluation Report</i>	
Public Outreach and Staff Charrette	\$25,155
<i>Online Survey</i>	
<i>Design Charrette #1</i>	
<i>Design Charrette #2</i>	
<i>Design Charrette #3</i>	
<i>User Group Meetings (7 total)</i>	
<i>Priority Space Program Document</i>	
<i>Public Outreach and Staff Charrette Report</i>	
Design Alternatives & Budget	\$20,885
<i>Concept Development</i>	
<i>Review Meeting Staff & Elected Officials</i>	
<i>Cost Estimate Development (see below)</i>	
<i>Presentation Graphics</i>	
<i>Public Open House</i>	
<i>Draft Document Development</i>	
<i>Document Review Meeting Staff & Elected Officials</i>	
<i>Final Document Development</i>	
Team Fees	\$12,250
<i>Cost Estimating - Cooper Const Est.</i>	<i>\$1,500</i>
<i>Structural - JVA</i>	<i>\$3,000</i>
<i>Civil - JVA</i>	<i>\$7,750</i>

TOTAL COST **\$67,580**
+ \$4,100 expenses (est.)

The fees proposed above are negotiable to fit a scope that best serves the Town's needs. We are happy to discuss these with you if our team is selected.

Reimbursable expenses:	
include those by Anderson Hallas, Hastings+Chivetta and our team's consultants in the interest of the project and are identified as the following:	
<ul style="list-style-type: none"> • Travel expenses. • Expenses for reproduction and postage. 	
We are estimating reimbursable expenses would be approximately \$4,100. If authorized in advance by the Town of Mead, other reimbursable expenses may include: Renderings and models as requested.	
Ongoing Services/Hourly Rates:	
ANDERSON HALLAS ARCHITECTS	
Principal	\$185
Project Manager	\$150
Project Architect	\$129
Drafter	\$100
HASTINGS+CHIVETTA	
Principal	\$250
Project Designer	\$230
Graphics	\$145



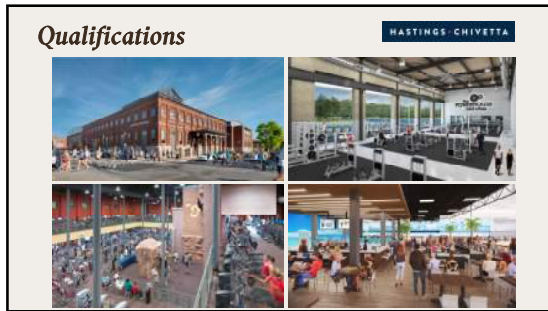
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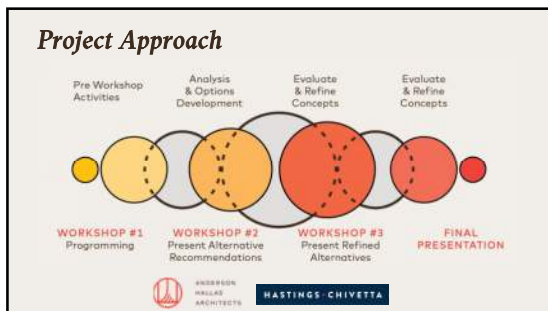
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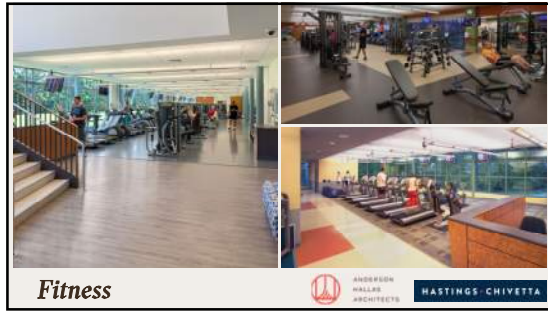
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Fitness

ANDERSON HALLS ARCHITECTS HASTINGS-CHIVETTA

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Courts

ANDERSON HALLS ARCHITECTS HASTINGS-CHIVETTA

11



Climbing & Bouldering

ANDERSON HALLS ARCHITECTS HASTINGS-CHIVETTA

12



Changing Rooms

ANDERSON HALLS ARCHITECTS HASTINGS-CHIVETTA

13



Branding & Theming

ANDERSON HALLS ARCHITECTS HASTINGS-CHIVETTA

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Pro Forma Analysis

ANDERSON HALLS ARCHITECTS HASTINGS-CHIVETTA

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No.	Construction Building Component	Qty	Unit SF	Total SF
1.00	Public Space			990 SF
1.01	New Main Vestibule	1	200 SF	200 SF
1.02	New Lobby/ Lounge	1	400 SF	400 SF
1.03	New Corridor Deck	1	200 SF	200 SF
1.04	Renovated Nutrition Bar	1	100 SF	100 SF
1.05	Renovated Nutrition Bar Storage	1	100 SF	100 SF
2.00	Activity Spaces			14,124 SF
2.01	Renovated Fitness Center	1	4,150 SF	4,150 SF
2.02	Renovated Fitness Support Deck	1	150 SF	150 SF
2.03	New Fitness Center Storage/Equipment Room	1	800 SF	800 SF
2.04	Renovated Circuit/Personal Training Room	1	800 SF	800 SF
2.05	New MAC Gymnasium	1	7,280 SF	7,280 SF
2.06	New Mac Gymnasium Storage	1	200 SF	200 SF
2.07	Renovated Small multi Purpose Room	1	1,600 SF	1,600 SF
2.08	Renovated Small multi Purpose Room Storage	1	150 SF	150 SF
2.09	Renovated Climbing Tower & Bouldering Wall (Elevator)	1	314 SF	314 SF
3.00	Recreation Offices			1,373 SF
3.01	New Reception/Administration	1	150 SF	150 SF
3.02	New Open Office	2	64 SF	128 SF
3.03	New Director Office	1	160 SF	160 SF
3.04	New Assistant Director Office	2	120 SF	240 SF
3.05	Conference Room	1	374 SF	374 SF
3.06	New Work Room	1	120 SF	120 SF

Preliminary Program

ANDERSON HALLS ARCHITECTS HASTINGS-CHIVETTA

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4.00	Community Spaces			3,335 SF
4.01	Renovated Community Zone (Gym Bin)	1	960 SF	960 SF
4.02	Renovated E-Sports/Youth Space	1	175 SF	175 SF
4.03	Renovated Meditation Room	1	200 SF	200 SF
4.04	Renovated Meeting Room	2	500 SF	1,000 SF
4.05	Renovated Meeting Room Storage	1	100 SF	100 SF
5.00	User Support			1,114 SF
5.01	Renovated Locker Area	1	400 SF	400 SF
5.02	Renovated Changing Rooms	6	25 SF	150 SF
5.03	Renovated Single User Restrooms	5	30 SF	150 SF
5.04	Renovated Single User Shower/Restrooms	1	40 SF	40 SF
5.05	Renovated ADA Changing Rooms	1	48 SF	48 SF
5.06	Renovated ADA Single User Restrooms	1	56 SF	56 SF
5.07	Renovated ADA Single User Shower/Restrooms	1	110 SF	110 SF
6.00	Building Support			1,040 SF
6.01	Renovated General Building Storage	1	200 SF	200 SF
6.02	Renovated Custodial Closets	1	80 SF	80 SF
6.03	Renovated Main Electrical Room	1	80 SF	80 SF
6.04	Renovated Data/IT	1	80 SF	80 SF
6.05	Renovated Main Mechanical Room	1	80 SF	80 SF
6.06	Renovated Fire Protection Room	1	80 SF	80 SF
Total Net SF Area				80%
Collaboration Spaces/Circulation / Walks / Unassigned				20%
Gross Building Area				100%

Preliminary Program

ANDERSON HALLS ARCHITECTS HASTINGS-CHIVETTA

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Site Opportunities

ANDERSON HALLS ARCHITECTS HASTINGS-CHIVETTA

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