

***Town of Mead***  
**BOARD OF TRUSTEES**  
**REGULAR MEETING AGENDA**  
*441 3<sup>rd</sup> Street, Mead*

Monday, January 13, 2020

**5:30 p.m. to 6:00 p.m.**

**WORK SESSION: Town Signage**

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

**REGULAR MEETING**

1. ***Call to Order – Roll Call***

Mayor Colleen Whitlow  
Trustee David Adams  
Trustee Brooke Babcock  
Trustee Debra Brodhead  
Trustee Trisha Harris  
Trustee Terri Hatch  
Mayor Pro Tem Joyce Palaszewski

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

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

4. ***Informational Items***

- a. Legislative Update
- b. Gold Star Memorial

5. ***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.

6. ***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 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. ***Consent Agenda includes:***

- a. Approval of Minutes–Regular Meeting December 9, 2019
- b. Aged Receivables
- c. **Resolution No. 01-R-2020** – A Resolution of the Town of Mead, Colorado, Accepting an Annexation Petition, Making Certain Findings of Fact, Finding Substantial Compliance for Such Petition, and Setting a Public Hearing for Property Known as the Gopher RV Park and Campground Annexation
- d. **Ordinance No. 925** – An Ordinance of the Town of Mead, Colorado, Approving the MWD Administrative Plat
- e. **Resolution No. 02-R-2020** – A Resolution of the Town of Mead, Colorado, Approving the Cooperation Agreement By and Between the Town of Mead, The Mead Urban Renewal Authority and the Mead Place Metropolitan District Nos. 1-6

- f. **Resolution No. 03-R-2020** – A Resolution of the Town of Mead, Colorado, Confirming the Town’s Intent to Accept a Portion of Colorado Department of Transportation Right-of-Way as Town Right-of-Way Following Abandonment of Said Right-of-Way by the Transportation Commission and Approving That Certain Intergovernmental Agreement with the State of Colorado (RE I-25 Frontage Road, Mead Devolution)
- g. **Resolution No. 04-R-2020** – A Resolution of the Town of Mead, Colorado, Designating the Public Places for Posting of Public Notices of Regular and Special Meetings of Local Public Bodies of the Town and Designating Public Places within the Town for Posting of Town Ordinances

7. ***Staff Report: Town Manager Report***

8. ***Check Register***

- a. Check Register 12/19/2019
- b. Check Register 01/10/2020

9. ***Committee Appointments***

- a. Planning Commission Applicant

10. ***Old Business***

- a. **Resolution No. 05-R-2020** – A Resolution of the Town of Mead, Colorado, Approving a Professional Services Agreement Between the Town of Mead and Schlosser Signs, Inc., for the Installation of an Outdoor Electronic Message Center Monument Style Sign

11. ***New Business***

- a. **Resolution No. 06-R-2020** – A Resolution of the Town of Mead, Colorado, Adopting the Ames Park Master Park Plan
- b. **Resolution No. 07-R-2020** – A Resolution of the Town of Mead, Colorado, Authorizing the Acquisition of a New Pickup Truck for the Public Works Department
- c. **Resolution No. 08-R-2020** – A Resolution of the Town of Mead, Colorado, Authorizing the Acquisition of an 80kW Diesel Powered Generator for the Public Works Department
- d. **Resolution No. 09-R-2020** – A Resolution of the Town of Mead, Colorado, Approving Extension of On-Call Traffic Engineering Agreement for Professional Services with Felsburg Holt & Ullevig, Inc.
- e. **Resolution No. 10-R-2020** – A Resolution of the Town of Mead, Colorado, Approving Extension of Engineering-Related Agreement for Professional Services with JVA, Inc

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. ***Elected Official Reports***

- a. Town Trustees
- b. Mayor Whitlow

14. ***Adjournment***





## Board of Trustees – Work Session Topic

MEETING DATE: January 13, 2020  
SUBJECT: Signage Options  
PRESENTED BY: Town Staff  
ATTACHMENTS: Electronic Message Center Bid – Schlosser Signs  
Maps: Population Density, Traffic Counts, Existing Signage

### **PURPOSE**

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Staff previously presented to the Board of Trustees a proposal to install an electronic message center (EMC) at Town Hall. At that time, the Board was unsure about the location, cost and number of signs addressed in the proposal. Staff has since worked with the contractor to revise the proposal to include three additional signs to replace existing “Welcome to Mead” signs, while providing additional information regarding location of the EMC. Staff requests the Board give direction to implement the proposal, revise the proposal further, provide additional information or other course of action.

### **BACKGROUND**

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At the direction of the Board of Trustees, Town staff worked with Slate Communications to complete a re-branding effort in 2019, the primary focus of which was the creation of a new logo. A major goal of the initiative was to incorporate the new logo into a variety of different “Town of Mead” signs, to be installed in different locations, depending upon anticipated function. Sign locations were to be based largely on the comprehensive plan, analysis of population density and traffic counts, and business district locations and specific sign purpose. The initiative generally contemplated the installation of the following signs:

- Electronic message center (advertise events/communicate Town business);
- “Welcome to Mead” signs (replace existing) in key “gateway” areas of town; and
- Directory/kiosk signs (to advertise businesses in Sekich and Lyons 66 Business Parks).

To continue implementation of the new brand, while addressing citizen concerns about the Town’s communication practices, staff opted to pursue an electronic message center (EMC) at Town Hall as phase one of an overall signage plan. As a result, staff obtained direction from the Board of Trustees to issue a request for proposals for the installation of an EMC that is readable, attractive and within budget. The EMC would be used for the following purposes:

- Advertise Board/committee meetings, festivals, events, etc.;
- Notify residents of emergencies (Amber alerts, school lockdowns, weather, etc.);
- Notify residents of construction, road closures, business hours, job postings, etc.;
- Remind residents of standing annual events/services (elections, cleanup days, etc.)
- Upgrade Town’s image with higher quality signage and communication equipment.

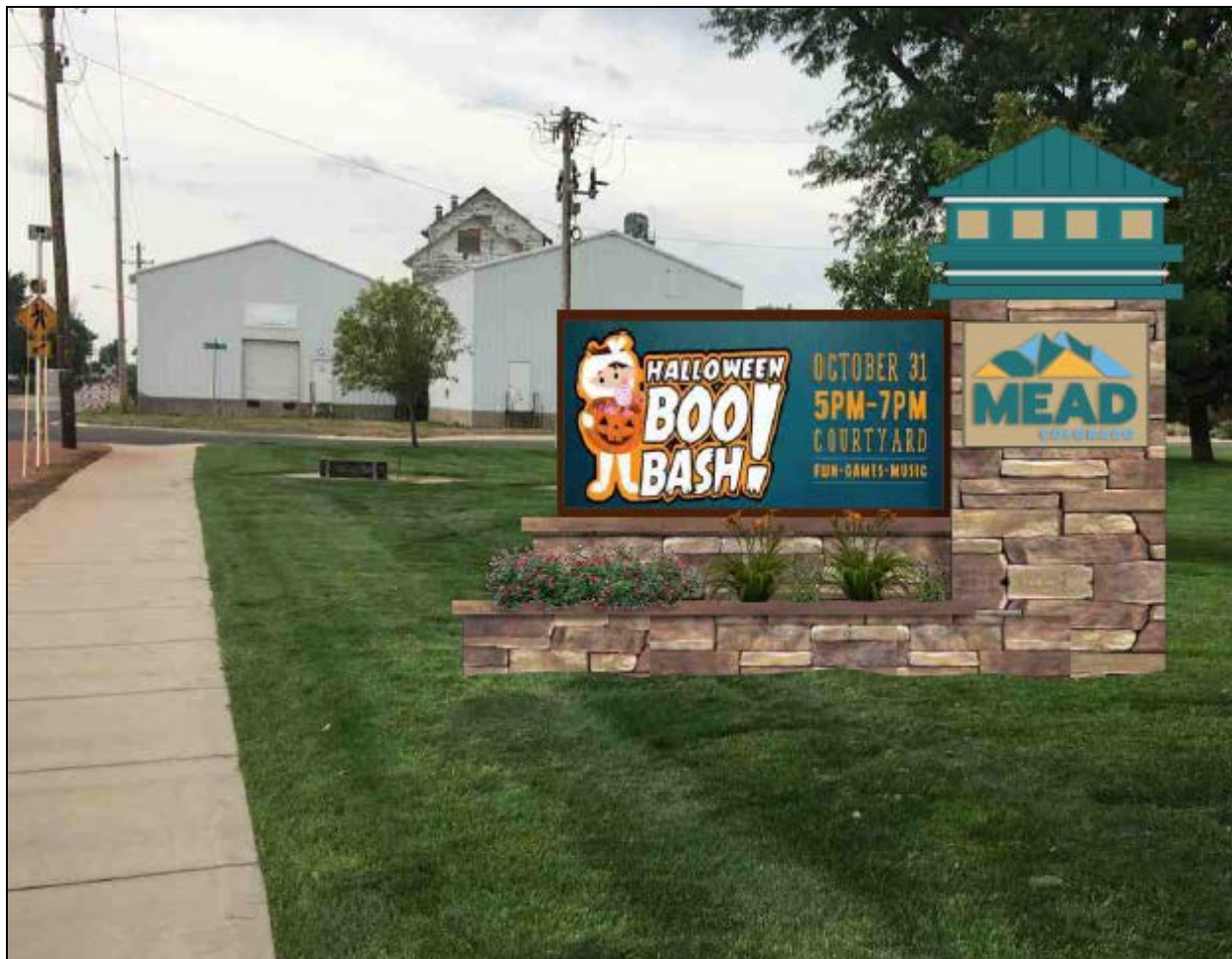


## **INITIAL PROPOSAL**

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Town staff issued the RFP September 20, 2019 and six sign contractors responded with signage proposals by the closing date of October 11, 2019. Sign bids ranged in price from approximately \$40,000 on the low end, to over \$92,000 for the most expensive. The average bid was approximately \$66,000 for similar equipment. Staff evaluated the proposals against numerous criteria, including appropriateness of technology (size/readability), aesthetics/architecture, adherence to RFP guidelines and overall cost.

Staff chose the proposal from Schlosser Signs, a local company (Loveland, CO), which bid the work at \$74,582 – the third highest bid, and well within the \$100,000 allotted for the project in the 2019 budget. Selection of this contractor leaves \$25,418 in the sign budget to be allocated towards additional signage around Mead.



*Approximation of how the proposed sign would look in Town Park*



## **EMC LOCATION ANALYSIS**

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When the EMC proposal was initially presented, the Board expressed concerns about location. Staff considered several potential locations for the proposed EMC prior to issuing the RFP. Based on the anticipated use of the sign and known population densities and subsequent traffic counts (see attached maps), the proposed location at Town Hall seemed to be the most appropriate, given the relevant factors. The neighborhoods around Town Hall represent the most densely populated areas in Mead (see attached map), and recent traffic counts (see attached map) reflect that fact, with some 4,387 cars driving by Town Hall every day.

Potential locations along Hwy 66 or I-25 are certainly busier in terms of overall traffic but are also frequented primarily by non-residents. However, such locations are characterized by much higher speeds and wider roadways, which would necessitate a much larger, more expensive sign in order to ensure visibility and message clarity. Also, the primary purpose of the sign would be to advertise Town meetings and events (most of which are held at Town Hall/Park) and communicate information regarding other Town business to residents. As a result, staff felt that the sign should be located in an area frequented mainly by Mead residents.

Another potentially viable location for this kind of electronic messaging sign could be further south at the intersection of 3<sup>rd</sup> St./CR 7 and Welker Ave. A sign located at that intersection could be seen by the same 4,387 motorists driving north/south along 3<sup>rd</sup> St. plus an additional 4,124, which drive east/west along Welker every day, for a total of 8,511 individual car trips through the intersection. However, while this location may eventually be a suitable location for municipal signage, the following factors caused staff not to choose that location for the electronic message center currently proposed at Town Hall:

- The Town does not own property abutting that intersection, and would likely have to purchase an easement across private property;
- A sign in that location would have to be designed in more of a “wedge” shape, in order to be visible in both directions, which would increase cost significantly;
- Properties in that area will already be subject to the dedication of additional ROW to accommodate future expansion of that intersection, so properties may not have enough room to accommodate a sign as well;
- Commercial property owners around that intersection may not like having a large Town of Mead sign out in front of their business;
- Assuming property owners approved of a Town sign, competing public and private messages in the same location could prove to be confusing;
- While traffic counts are technically higher at the intersection, a sign in that location would not be equally visible coming from all directions (i.e. a sign at the SW corner would not be as visible to northbound travelers);
- Location might be better for “welcome to downtown/old town” monument sign.



## **ADDITIONAL SIGNAGE**

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As mentioned previously, staff had anticipated bringing additional proposals before the Board of Trustees to add new signage around Mead as a part of a broader signage plan. For example, wooden welcome signs located along Hwy 66 west and east of Mead and on Welker Ave., just east of Ames Park, display dated logos and need to be replaced. Staff proposes using the remaining \$25,418 in the current sign budget to replace these signs in conjunction with installation of the electronic message center, or as a stand-alone project.







**SCHLOSSER  
SIGNS, INC.**  
 3597 Draft Horse Court • Loveland, CO 80538  
 Phone 970-593-1334 • Fax 970-593-0443  
 www.schlossersigns.com • info@schlossersigns.com

## DEPOSIT INVOICE

**Invoice #:** DP22232

**Inv Date:** 10/10/19  
**Customer #:** CRM015884  
**Salesperson:** Patrick Sherry  
**Page:** 5 of 5

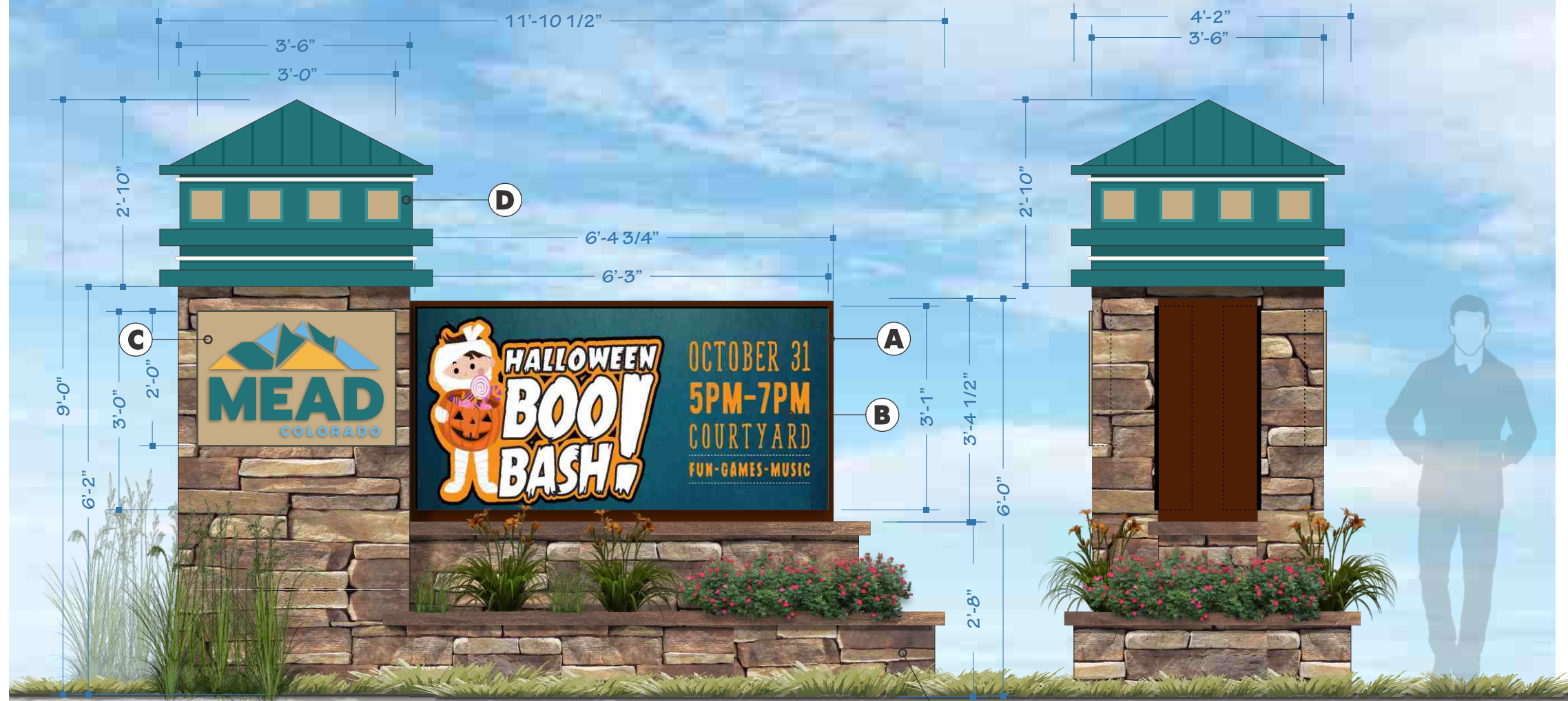
| SOLD TO:                | JOB LOCATION:  |
|-------------------------|--|
| Town of Mead<br>Mead CO | Town of Mead<br>Mead CO<br><br>REQUESTED BY: Karmen Deuter |

| ORDERED BY    | PO NUMBER | SALESPERSON    | ORDER DATE | PAYMENT TERMS          | DUE DATE |
|---------------|-----------|----------------|------------|------------------------|----------|
| Karmen Deuter |           | Patrick Sherry | 10/03/19   | 50.0% Due Upon Receipt | 12/31/19 |

| QTY   | DESCRIPTION  | UNIT PRICE  | TOTAL PRICE          |
|---|--|-------------|----------------------|
| 1   | QUOTE #19833-A1<br>Manufacture and install one (1) double-sided 9' tall x 11'-10 1/2" wide x 4/-2" deep, illuminated monument sign with full color 12mm emc, illuminated city logo and stone base. | \$64,077.00 | \$64,077.00          |
| 1   | QUOTE #19833-Z<br>Provide primary power from the Town of Mead city hall to new sign location. Will require two (2) 120v circuits.  | \$10,505.00 | \$10,505.00          |
| TOTAL PROPOSAL AMOUNT                                 |  |             | -----<br>\$74,582.00 |
| *** FINAL INVOICE AMOUNT MAY VARY UPON COMPLETION *** |  |             |                      |
| <b>PLEASE PAY THIS DEPOSIT AMOUNT:</b>                |  |             | <b>\$37,291.00</b>   |

## SIGN SPECIFICATIONS

- A** ALUMINUM CONSTRUCTED CABINET FOR HOUSING OF ELECTRONIC MESSAGE UNIT
- B** 16MM FULL COLOR ELECTRONIC MESSAGE UNIT; WIRELESS MODEM COMMUNICATION.
- C** 4" DEEP, ALUMINUM CONSTRUCTED CABINET WITH ROUTED AND PUSH-THRU GRAPHICS; ILLUMINATED WITH WHITE LED'S.
- D** ALUMINUM CONSTRUCTED TOP ACCENT CAP WITH WINDOW DECORATION FROM CUT OPAQUE FILM. AND TOP ACCENTS TO BE MASKED AND PAINTED DARKER ACCENT COLOR. (2) BANDS OF RGB LED NEON ACCENT LIGHTS TO WRAP ALL FOUR SIDES OF CAP STRUCTURE.
- E** STONE COLUMN AND BASE. LOWER PORTION AROUND BASE TO BE LEFT WITH HALLOW INTERIOR FOR PLANTER BED.



|           |                  |                      |                 |                       |
|-----------|------------------|----------------------|-----------------|-----------------------|
| <b>A1</b> | <b>SIGN TYPE</b> | MONUMENT ID WITH EMC | <b>SCALE</b>    | 1/2" = 1'-0"          |
|           | <b>QUANTITY</b>  | 1 D/F                | <b>JOB TYPE</b> | MANUFACTURE & INSTALL |



Phone 970-593-1334  
 Fax 970-593-0443  
 1-888-309-5571  
 3597 Draft Horse Ct  
 Loveland, CO 80538

**CLIENT:** TOWN OF MEAD  
**ADDRESS:** MEAD, CO

**SALES:** PATRICK SHERRY  
**DESIGNER:** J. VALASEK

**CUSTOMER APPROVAL:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

Rev. #1:  
 Rev. #2:  
 Rev. #3:  
 Rev. #4:  
 Rev. #5:

**DESIGN #** 19833    **REF. DATE** 1104

**PAGE #** 1 **OF** 4



ANY ELECTRICAL SIGNS DEPICTED ON DRAWINGS ABOVE ARE INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL SIGN CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN. THE LOCATION OF THE DISCONNECT SWITCH AFTER INSTALLATION SHALL COMPLY WITH ARTICLE 600.6(A) (1) OF THE NATIONAL ELECTRIC SIGN CODE.



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ALL ILLUMINATED DISPLAYS SHOWN IN THIS DESIGN ARE BUILT TO 120 VOLT SPECIFICATIONS UNLESS OTHERWISE NOTED.





ILLUMINATED RENDERING OPTION: SHOWING COLUMN ACCENT LIGHTS FOR BREAST CANCER AWARENESS



ILLUMINATED RENDERING OPTION: SHOWING COLUMN ACCENT LIGHTS WITH TOWN OF MEAD TEAL COLORING.



PLACEMENT RENDERING - SHOWING COLUMN AWAY FROM ROAD



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**OPTIONAL RENDERING:** CAP STRUCTURE TO BE PAINTED APPROVED COPPER COLOR AND TOP VERTICAL BARS TO BE MASKED AND PAINTED CONTRASTING DARKER COLOR.



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**SALES:** PATRICK SHERRY  
**DESIGNER:** J. VALASEK

**CUSTOMER APPROVAL:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

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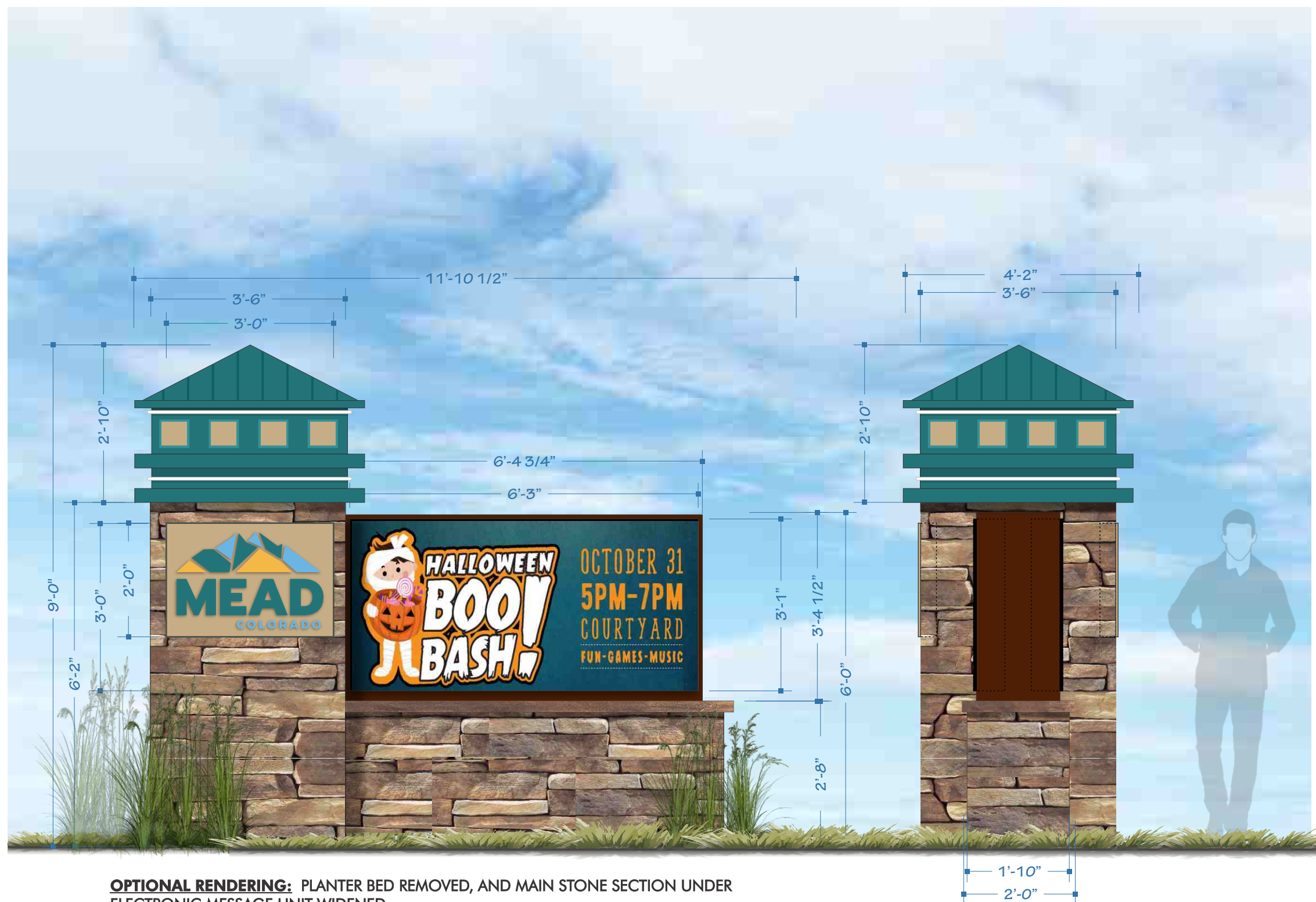


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**OPTIONAL RENDERING:** PLANTER BED REMOVED, AND MAIN STONE SECTION UNDER ELECTRONIC MESSAGE UNIT WIDENED.



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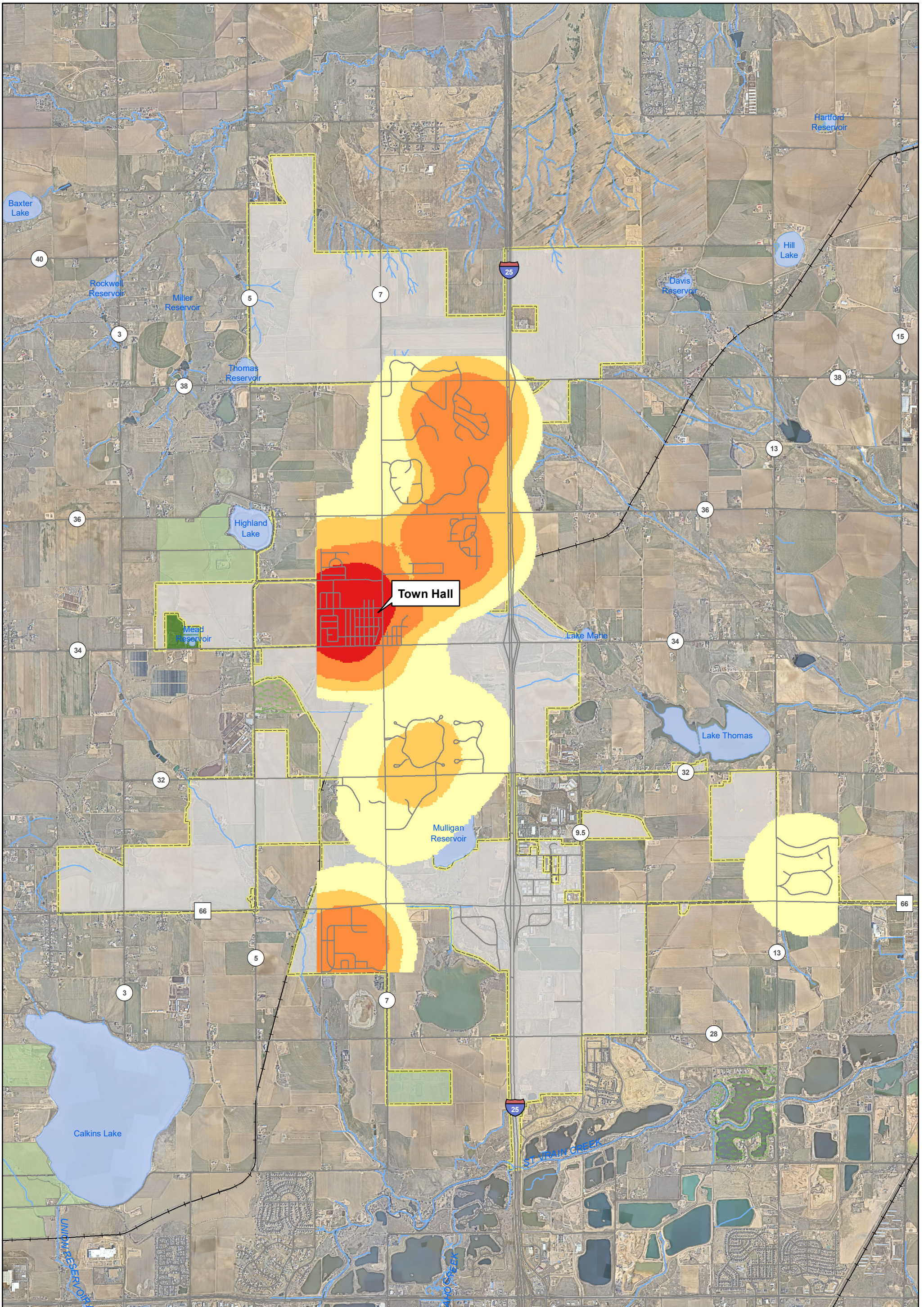
**PAGE #** 4 **OF** 4

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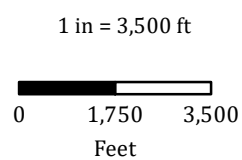
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Town Hall

# Mead Household Density



This draft document was prepared for internal use by the Town of Mead, CO. The Town makes no claim as to the accuracy or completeness of the data contained herein.

Due to security concerns, The Town requests that you do not post this document on the internet or otherwise make it available to persons [brought](#) to you. File: Mead\_residential\_point\_map.mxd Updated: 1/8/2020



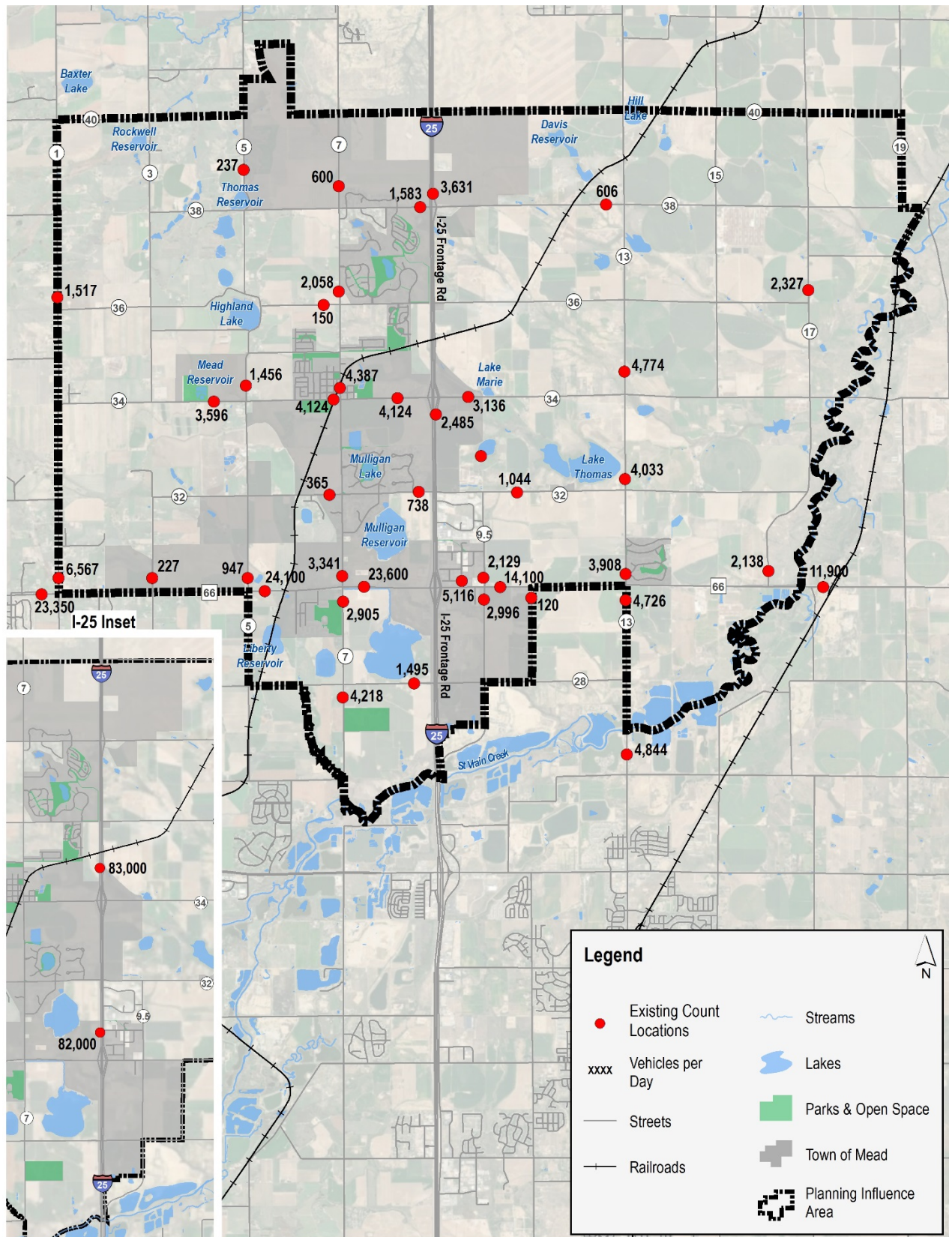
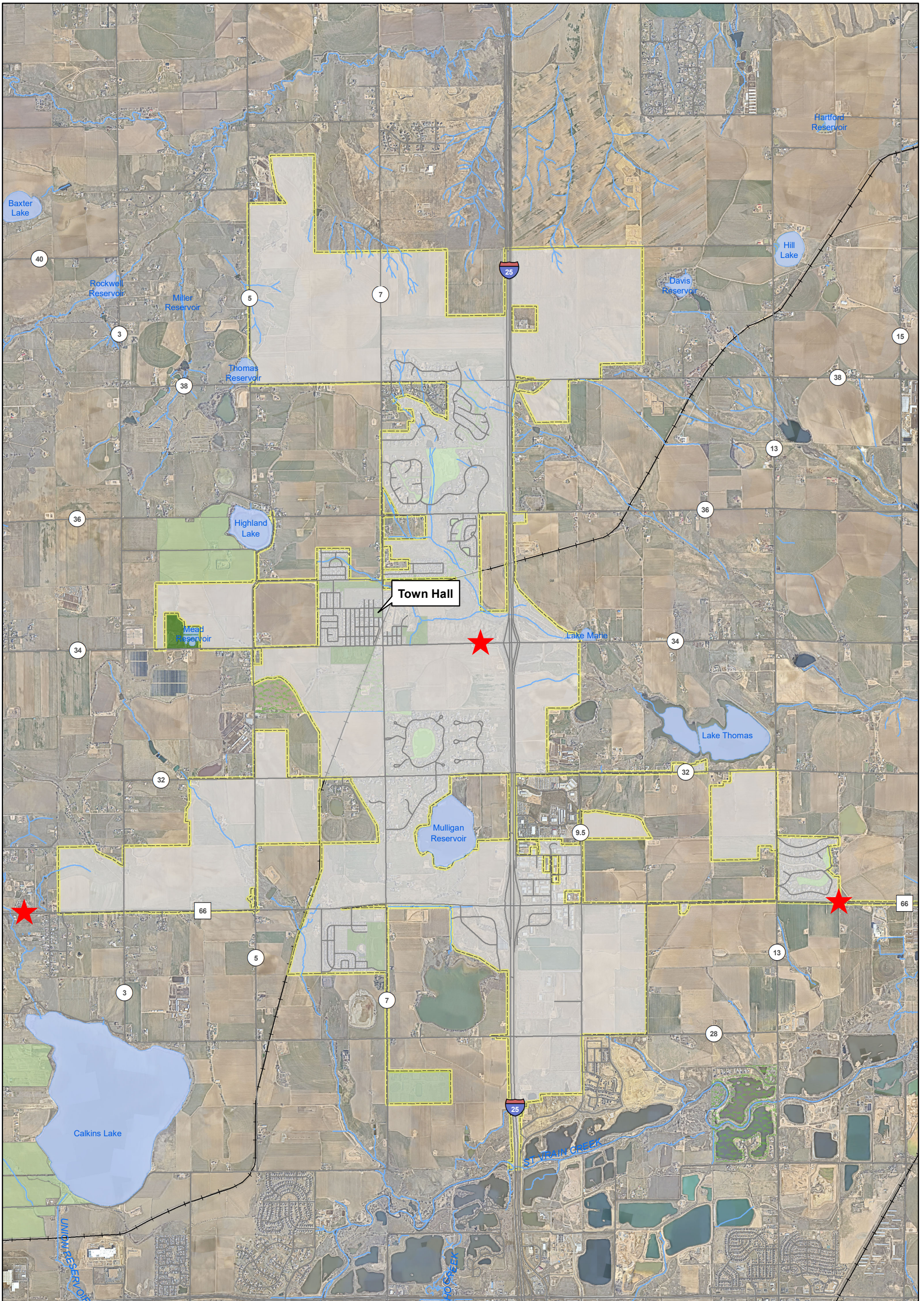


Figure 6. Existing Traffic Volumes



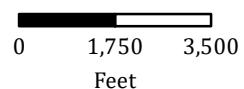


## Existing Mead Welcome Sign Locations



 Mead Welcome Signs

1 in = 3,500 ft



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# 2019 Legislative Update

MICHOW COX & MCASKIN LLP  
6530 S Yosemite Street, Ste 200  
Greenwood Village, CO 80111

[www.mcm-legal.com](http://www.mcm-legal.com)

DECEMBER 2019

## PURPOSE

This legislative update serves to provide the Town of Mead with a quick reference and implementation guide for legislation passed during the 2019 legislative session. It is not intended to serve as an exhaustive list of recently adopted legislation, but rather includes the bills our firm believes to be most relevant to the Town. Our office is available to provide additional detail or answer questions regarding recent legislation, including bills not listed below.

## AFFORDABLE HOUSING

### **Mobile Home Park Oversight (HB 19-1309) – Effective May 23, 2019**

Optional Action: A municipality may adopt an ordinance that regulates oversight of mobile home parks within its jurisdiction. Municipal governments now have the express authority to pass legislation for the safe and equitable operation of mobile home parks. Local legislation may include the imposition of penalties or the adoption of a local registration system. There is also the option of enacting such an ordinance jointly and in coordination with the county.

*Internal Note: Adds part 11 to Article 15 of Title 31, C.R.S. Applies to both home rule and statutory municipalities unless preempted by a home rule charter provision or home rule ordinance. Town of Mead does not currently have any mobile home parks within its jurisdiction.*

## BEER & LIQUOR

### **On & Off Premises Beer Licenses (SB 19-028) – Effective February 20, 2019**

Required Action: Local licensing authorities must convert an application for a new license or license renewal into one for consumption on OR off of the licensed premises. Licensees or applicants whose premises are in an “underserved area” are not subject to the above prohibition and may issue a new or renew an existing fermented malt beverage license for the sale of such beverages for consumption both on and off of the licensed premises.

*Internal Note: Amends C.R.S. §§ 44-4-104, 44-4-107, and 44-3-301. An “underserved area” includes a municipality with a population of less than 7,500. Population is determined by the most recent U.S. census.*

*According to 2010 U.S. Census data, the Town of Mead is an “underserved area” having a population of 3,405.*

### **Optional Premises as Entertainment Districts (SB 19-141) – Effective August 2, 2019**

Informational Only: Optional premises are now included in the type of licensee that may attach a common consumption area pursuant to C.R.S. § 44-3-301, and optional premises may be considered an “entertainment district” as defined in C.R.S. § 44-3-103.

*Internal Note: The beer/liquor bills included in this legislative update apply to both home rule and statutory municipalities unless the municipality has gotten voter approval to prohibit or restrict the sale of alcohol. C.R.S. § 44-3-105 states: “The operation of this article 3 shall be statewide unless any municipality or city and county, by a majority of the registered electors of any municipality or city and county, voting at any regular election or special election called for that purpose in accordance with the election laws of this state, decides against the right to sell alcohol beverages*

or to limit the sale of alcohol beverages to any one or more of the classes of licenses as provided by this article 3 within their respective limits.”

## BUILDING REGULATIONS

### **Maximum Electrical Inspection Fees (HB 19-1035) – Effective August 2, 2019**

Optional Action: The cap on municipal electrical inspection fees has been changed to a higher maximum fee of \$120, adjusted annually starting on January 1, 2021 based on the Denver-Aurora-Lakewood consumer price index. Municipalities may increase their fees for electrical inspections to the new maximum amount by following their fee adoption procedures. In addition, local governments may impose an additional tiered charge based on the size or valuation of the related improvement and a multiplier of 8% of the fee.

*Internal Note: It is unclear whether home rule municipalities are bound by this new maximum fee. The legislature removed the declaration of statewide concern, and there is no legislative history or comments about the reasoning behind the removal. Lakewood’s building official, who was involved with this bill, believes that the declaration of statewide concern was inadvertently removed or removed without much thought and may be inserted back in next year. Practically speaking, if a home rule jurisdiction wants to increase its fees, it may do so, remembering that fees should be tied to defraying the actual cost of performing electrical inspections. Before making the decision to increase fees to more than \$120, a home-rule jurisdiction should carefully weigh the pros and cons and likelihood of a challenge of that action in court. Amends C.R.S. 12-23-117 (relocated to C.R.S. 12-115-121 beginning October 1, 2019).*

*Internal note: Safebuilt is contracted to complete electrical inspections for Mead, and the Town charges electrical inspection fees. The electrical inspection fees are separate for new builds, and electrical inspection fees are covered under the umbrella of the building permit fee for remodels/renovations/etc.*

### **Compliance with State Plumbing Laws (HB 19-1086) – Effective January 1, 2020**

Required Action: Municipalities that employ plumbing inspectors to complete plumbing inspections must develop standard procedures for the inspectors to complete a “contemporaneous review,” which is a review of each project inspected by the municipality’s plumbing inspector to ensure compliance with state plumbing laws. The most efficient way to adopt such procedures may be to develop and adopt an administrative policy that includes the procedures. Our office is available to provide additional discussion and guidance regarding the specific requirements for development of such procedures.

*Internal note: Safebuilt is contracted to do plumbing inspections for Mead.*

### **Building Energy Codes (HB 19-1260) – Effective August 2, 2019**

Required Action: By January 1, 2020, municipalities must report the current version of the municipality’s energy code to the Colorado Energy Office. Municipalities are encouraged but not required to report any subsequent changes in their building and energy codes to the Colorado Energy Office within a month of the change. In addition, the next time the municipality updates or adopts its building codes, it must adopt one of the three most recent International Energy Conservation Codes published by the International Code Council.

*Internal Note: Applies to both home rule and statutory municipalities unless preempted by a home rule charter or home rule ordinance. Amends Title 31, Article 15, Part 6, C.R.S.*

*Internal note: By Ord. 892, adopted in 2019, the Town has adopted the International Energy Conservation Code, 2012 Edition, as published by the International Code Council, Inc.*

## CRIMES

### **Penalties for Injuries to Officers and Others in Right-of-Way (SB 19-175) - Effective May 29, 2019**

Informational Only: The penalty for drivers causing serious bodily injury to “vulnerable road users” is a class 1 traffic misdemeanor. “Vulnerable road users” includes pedestrians, bicyclists, peace officers outside of a motor vehicle in a right-of-way, and persons providing emergency services in a right-of-way. Courts may also order additional penalties of attendance at a driver improvements course, public service hours, license suspension and restitution.

*Internal Note: Applies to both home rule and statutory municipalities (penalty for state law violation). Adds C.R.S. §§ 42-2-127(5)(e.7), 42-4-1402.5, and amends 42-4-1601.*

### **Prohibition on Passing Snowplows (HB 19-1265) - Effective August 2, 2019**

Informational Only: A person commits a class A traffic offense in passing a state, county or local government-operated snowplow performing its service function in echelon formation with one or more other snowplows. (Echelon means the snowplows are arranged diagonally, with each unit stationed behind and to the right or left of the unit ahead.)

*Internal Note: Applies to both home rule and statutory municipalities (penalty for state law violation). Amends C.R.S. §§ 42-4-214(1) and (6), 42-4-224(6).*

## ELECTIONS

### **Filing Campaign Finance Complaints (SB 19-232) – Effective May 29, 2019**

Optional Action: This bill clarifies that any complaint arising out of a municipal campaign finance matter under Colorado’s Fair Campaign Practices Act (C.R.S. §§ 1-45-101 *et seq.*) must be filed exclusively with the clerk of the municipality. Municipalities should consider adopting policies and procedures for the municipal clerk to use in response to municipal campaign finance complaints.

*Internal Note: Adds C.R.S. § 1-45-111.7 (subsection (9) addresses municipal election complaints), and amends various other sections of article 45, title 1. The FCPA applies to both home rule and statutory municipalities when a municipal election is conducted pursuant to Title 1 (e.g., coordinated elections). Any home rule municipality that has adopted its own version of the FCPA is not subject to the state’s FCPA in Title 1. See C.R.S. § 1-45-116 and § 1-1-102. David Broadwell mentioned at the CML Conference that Broomfield has adopted an ordinance regarding campaign finance violations compliant response procedures (Chapter 4-08 of the Broomfield Municipal Code), but not many other municipalities have.*



## EMPLOYMENT & RETIREMENT

### **Equal Pay for Equal Work Act (SB 19-085) – Effective January 1, 2021**

Recommended Action: This new law will primarily affect a municipality's employment practices surrounding wage rates, and municipalities should review their employment practices and policies for compliance with this law.

Employers, including any political subdivision of the state, cannot engage in wage rate discrimination based on sex or sex in combination with another protected class for substantially similar work. Exceptions may be made under certain circumstances enumerated in the bill, but the employer has the burden of proving that specific criteria are met to justify the pay difference in those circumstances. SB 19-085 also creates several mechanisms by which employees can enforce their rights, including filing an action in state district court.

The primary requirements and prohibitions, among others, for an employer are as follows. An employer:

- May not request, rely on or require a prospective employee's wage rate from previous employers when hiring or determining a wage rate;
- Cannot prohibit the disclosure of an employee's wage rate;
- Cannot impose adverse consequences for an employee's failure to disclose a previous wage rate or because the employee discussed the employee's wage rate (e.g., termination, discipline, retaliation);
- Must announce job promotion opportunities to all current employees on the same day and before making a promotion decision;
- Must keep records of job descriptions and wage rates for each employee for the duration of employment plus two years following termination.

Our office can provide more details and guidance through a memorandum or other discussion, if desired.

*Internal Note: Applies to both home rule and statutory municipalities. This bill amends Title 8, Article 5, C.R.S., including the definition of "employer," which it defines as "the state or any political subdivision, commission, department, institution, or school district thereof, and every other person employing a person in the state."*

### **PERA Local Government Division Member Contribution Rate (HB 19-1217) – Effective May 20, 2019**

Informational Only: This bill eliminates the 2% member contribution rate increase for local government division members only that was instituted by Senate Bill 18-200 ("SB 200").

SB 200 made multiple changes to the laws governing PERA, and its purpose is to restore PERA to full funding within 30 years by, among other things, more equally distributing the responsibility for PERA's unfunded liability. One mechanism by which SB 200 equals out such responsibility was by increasing the member contribution rate from 8% to 10% gradually over a period of three years (8.75% in 2019, 9.5% in 2020, and 10% in 2021). SB 200 also increased the employer contribution rate for all PERA employers except the local government division employers.

HB 19-1217 removes the increase in member contribution rate for members of PERA's local government division only. For local government division members, the member contribution rate for 2019, 2020, and 2021 will remain at 8% all three years. All other members of different divisions are still subject to the gradual rate increase imposed by SB 200.

*Internal Note: Amends C.R.S. §§ 24-51-401 et seq. and defines "employer" as "the state of Colorado... and any political subdivision, city, municipality, county, ... or other public entity that is affiliated with the plan." A "member" is an employee of an employer who is subject to membership with PERA.*

### **Local Government Retirement Contribution Rates (HB 19-1299) – Effective August 2, 2019**

Required Action: This bill establishes that employer contribution rates for local governments that have established their own retirement plans for elected officials and employees must be at a minimum rate of 3%. The law previously required employees of such local governments to make a contribution that is not less than the amount contributed by the local government. HB 19-1299 establishes a minimum contribution rate of 3% of an employee's wage or salary for employers and employees. The bill also clarifies that the employee and local government contribution rates do not need to be the same as long as the rates are not less than 3%. If a municipality has an employer contribution rate of less than 3%, the rate must be increased to a minimum of 3%.

*Internal Note: Amends C.R.S. § 24-54-104. Applies to municipalities with their own employee retirement plans (i.e. not a PERA member).*

## **LAW ENFORCEMENT**

### **Support for Officers Involved in Use of Force (SB 19-091) – Effective August 2, 2019**

Required Action: By January 1, 2020, Police departments must develop and maintain a policy for supporting police officers involved in a shooting or fatal use of force, and the policy must meet the specific requirements set forth in the bill. For police departments that already have similar policies in place, the current policy should be reviewed for compliance with state statute (Title 16, Article 2.5, Part 4, C.R.S.).

### **Revocation of POST Certification for Untruthful Statement (SB 19-166) – Effective August 2, 2019**

Informational Only: This bill allows for a law enforcement officer's POST certification to be revoked under the following circumstances:

- (1) When an officer knowingly makes an untruthful statement regarding a material fact or omits a material fact on a criminal justice record *when testifying under oath or during an internal affairs investigation*; OR
- (2) When, after a showing by clear and convincing evidence, an officer knowingly made an untruthful statement regarding a material fact or the officer omitted a material fact *during an agency administrative process*.

The process for revoking certification begins if the law enforcement agency notifies the POST Board of one of the above circumstances. An officer may request that the POST Board hold

a hearing to determine whether an untruthful statement was made prior to the Board revoking the officer's certification.

*Internal Note: Codified C.R.S. § 24-31-305(2.5). Applies to Town of Mead.*

### **Peace Officer Internal Investigation Open Records (HB 19-1119) – Effective April 12, 2019**

Required Action: For any internal investigation *initiated after April 12, 2019*, an officer's IA file is a public record open to inspection by the public when the file meets all three of the following criteria:

- (1) The internal investigation, including any appeal process, is complete;
  - (2) The subject of the internal investigation was in-uniform or on-duty conduct of the officer;
- AND
- (3) The conduct under investigation relates to a specific, identifiable incident of alleged misconduct involving a member of the public.

The new law sets forth required and permitted redactions and procedures for responding to an open records request for an IA file. For additional information or assistance updating records request policies or responding to IA records requests, please contact our office.

*Internal Note: Applies to Town of Mead.*

## **MARIJUANA/HEMP**

### **Industrial Hemp Regulation (SB 19-240) - Effective May 29, 2019**

Optional Action: Local governments may adopt an ordinance or resolution imposing licensing requirements for industrial hemp businesses and establish a local licensing fee.

This law authorizes local governments to charge a local licensing fee and adopt ordinances or resolutions regulating businesses engaged in the storage, extraction, processing, or manufacturing of **industrial hemp or industrial hemp products** if the ordinances or resolutions do not conflict with state law and do not impose additional food production regulations on industrial hemp processors or products.

*Internal Note: Applies to both home rule and statutory municipalities. Amends C.R.S. § 31-15-501. Title 31 applies to all municipalities unless preempted by a home rule charter or home rule ordinance.*

## **MUNICIPAL COURTS**

### **Challenging Unconstitutional Guilty Pleas (SB 19-030) – Effective March 28, 2019**

Informational Only: The act eliminates the statutory time limitations to challenge a guilty plea in the following circumstances: (1) the conviction involved a noncitizen defendant and (2) defendant did not understand that a guilty plea would constitute a conviction and result in

potential adverse immigration consequences, despite subsequent withdrawal and dismissal. A motion to vacate a guilty plea must be granted unless the prosecution can prove by preponderance of evidence that defendant will not suffer an immigration consequence or that the guilty plea was constitutionally entered.

*Internal Note: Applies to all municipalities (Section 16-5-402, limitation for collateral attack upon trial judgment applies to all criminal convictions).*

### **Changing the Maximum Jail Sentence for Certain Crimes from One Year to Three Hundred Sixty-Four Days (HB 19-1148) – Effective August 2, 2019**

Required Action: Municipalities must amend their codes to provide that the maximum jail sentence for violations cannot exceed 364 days. The law caps the maximum jail sentence for municipal code violations at 364 days to avoid adverse certain adverse immigration consequences for defendants.

*Internal Note: Applies to all municipalities.*

### **Extreme Risk Protection Orders (Red Flag Bill) (HB 19-1177) - Effective April 12, 2019**

Required Action: By January 1, 2020, local agencies must adopt the policies and procedures promulgated by the Peace Officers Standards and Training Board (“POST”). The POST policies and procedures relate only to the storage and disposition of firearms confiscated pursuant to an extreme risk protection order (“ERPO”).

Recommended Action: Police departments should consider adopting policies and procedures to assist police in adhering to the new requirements under this bill, including when the police department can or should file for an ERPO and best practices in serving ERPOs and hearing notices on respondents, and completing searches for and confiscating firearms.

Beginning January 1, 2020, a family/household member or law enforcement officer or agency may petition a court for an ERPO, which prohibits a respondent from possessing, controlling, purchasing, or receiving a firearm. An ERPO may be temporary or long-term. Long-term ERPOs entered by a court are valid for 364 days, subject to renewal periods. The individual seeking an ERPO must establish that respondent poses a threat to him or herself or others by having firearms in their custody. In addition:

- Peace Officers Standards and Training (POST) Board must develop model policies and procedures regarding acceptance, storage, and return of firearms surrendered by December 1, 2019, which shall be disseminated to local law enforcement agencies.
- Court clerks must forward copies of ERPOs on the same day order is issued to CBI and law enforcement agency specified in the order.
- The law contains other additional requirements for courts.

*Internal Note: Applies to all municipalities. Adds Article 14.5 to Title 13, C.R.S.*

### **Prohibition on Monetary Bail for Certain Offenses (HB 19-1225) – Effective April 25, 2019**

Required Action: The law prohibits a court from imposing a monetary condition of release for a defendant charged with a traffic offense, petty offense, or comparable municipal offense, except for traffic offenses involving death/bodily injury, eluding a police officer, and other egregious circumstances.

*Internal Note: Applies to all municipalities (specifically applies to municipal offenses).*

## OIL & GAS

### **Public Welfare Protections Regarding Oil and Gas Operations (SB 19-181) - Effective April 16, 2019**

Optional Action: This law permits:

- Local land use authorities to regulate the siting of oil and gas locations to minimize adverse impacts to public safety, health, welfare and the environment;
- Local governments to regulate land use and surface impacts including inspection of oil and gas facilities;
- Local governments to impose fines for leaks, spills and emissions; and
- Local governments to impose fees on operators and owners to cover reasonably foreseeable direct and indirect costs of permitting and regulation, and any monitoring and inspection program necessary to address the impacts of development and enforce local governmental requirements.

Local governments may also request that the director of the COGCC convene a technical review board to evaluate the effect of the local government's preliminary or final determination on the operator's application.

This law changes the make-up of the Colorado Oil and Gas Conservation Commission (COGCC) and requires the COGCC to promulgate air emissions control regulations, in addition to amending preemption law and allowing both state and local governments to regulate oil and gas operations. Local requirements may be more stringent than applicable state law.

*Internal Note: Applies to all municipalities.*

## OPEN MEETINGS

### **Local Public Meeting Notices Posted on Website (HB 19-1087) – Effective August 2, 2019**

Optional Action: A municipality may adopt an ordinance amending the municipal code to permit online posting of meeting notices. The ordinance must instruct the municipal clerk to provide the official local website address to the Colorado Department of Local Affairs and must provide that, in case of emergency circumstances such as lack of internet access, notice must still be physically posted in three locations within municipal boundaries.

This law amends the Open Meetings Law to allow local governments to forego physically posting meeting notices, and instead allows posting on the local government's official website, including agenda information when possible. The ultimate goal is for all local governments to post notices online, with the possibility of a legislative mandate in the future.

*Internal Note: Applies to all municipalities.*

## PUBLIC CONSTRUCTION CONTRACTS

### **Bond Requirements for Public Projects Contracts (SB 19-138) – Effective August 2, 2019**

Required Action: For public construction contracts awarded to a private entity, the contractor must submit a bond of no less than 50% of the contract price before starting work when:

- (1) The public contract is more than \$50,000;
- (2) The public contract is for the construction of a public building or for any public works contract, including repairs;
- (3) The building or project is located on public property; and
- (4) The project is funded by either public or private money or financing.

This bill is meant to include bonding requirements for public construction projects that are subject to public-private partnership funding agreements. Our office will update contract forms as needed to reflect this requirement.

*Internal Note: This bill amends C.R.S. § 38-26-105 (“Public works contractor’s bond—conditions—applicability—definitions”) and applies to home rule and statutory municipalities.*

## PUBLIC HEALTH & SAFETY

### **Authority to Regulate Nicotine Products (HB 19-1033) – Effective July 1, 2019**

Optional Action: Municipalities may adopt ordinances to regulate possession or purchase of tobacco products, and local regulations may be more stringent than state regulations, such as providing for a minimum age of twenty-one (21) for purchase and possession or regulating display methods for tobacco products. Municipalities may also hold an election for a special tobacco products tax.

This legislation was adopted in response to health concerns regarding e-cigarettes and provides:

- Grant of explicit permission to local governments, including counties, to regulate possession or purchasing of cigarettes, tobacco products, or nicotine products (including e-cigarettes) (“tobacco products”), even to the extent such regulations are more stringent than state regulations, which prohibit sale and/or distribution to those under eighteen (18);
- That local governments may impose a special sales tax on tobacco products upon elector approval; and
- That local governments will be entitled to apportionment of the state cigarette tax even if the municipality imposes its own fee or tax.

*Internal Note: Applies to all municipalities.*

**Updates to the Colorado Clean Indoor Air Act Regarding Electronic Smoking Devices and Removing Certain Other Exemptions (HB 19-1076) – Effective July 1, 2019 (except as provided below)**

Optional Action: Local governments may adopt smoking regulations that are more, but not less, stringent than the state regulations, including limiting smoking in entryways to more than a 25-foot radius outside of the doorway and prohibiting smoking of e-cigarettes at retail tobacco businesses.

Previously, the Colorado Clean Indoor Act (“Act”) did not prohibit the use of e-cigarettes indoors. This law amends the Act to apply smoking limitations to e-cigarettes and also eliminates certain exceptions to the smoking limitations, including for airport smoking concessions and businesses with less than 3 employees. It also imposes signage requirements for cigar-tobacco bars and retail tobacco businesses, effective October 1, 2019, and prohibits entry by minors (who could previously enter if accompanied by a parent/guardian).

*Internal Note: Applies to all municipalities.*

## TAXATION

**Sales and Use Tax Administration and Remote Sellers (HB 19-1240) – Effective June 1, 2019 (except as provided below)**

Optional Action: This legislation is in response to the 2019 US Supreme Court decision in *South Dakota v. Wayfair* and represents a step towards a more consistent sales tax approach applicable to entities without a physical presence in Colorado. Location of sale for tax purposes is the location where the purchaser receives the tangible personal property, commodities, or services. The legislation provides for sales taxation of remote sellers once the following conditions are met:

- Occurrence of an “economic nexus,” defined as retail sale of tangible personal property, commodities, or services in the state;
- Such sales exceed \$100,000;



- State develops a GIS-based address locator for accurate determination of proper taxing jurisdiction

The legislation includes additional provisions, including creation and use of marketplace facilitators (including online marketplaces) to collect and remit sales tax on behalf of marketplace (remote) sellers and rules for determining the point of sale for leases and rentals.

*Internal Note: Applies to statutory towns and cities, and home rule that have opted to have the state collect for them are governed by this bill. Home rule municipalities that self-collect are not covered by this bill. However, in light of the Wayfair decision, municipal lobbying groups are recommending that self-collecting home rule municipalities take no action regarding remote sellers for sales tax purposes pending further consensus amongst advocacy groups.*

## TRANSPORTATION

### **Regulation of Electric Scooters (HB 19-1221) – Effective May 23, 2019**

Optional Action: Local governments may regulate electric scooters in a manner no more restrictive than the manner in which the local government may regulate electrical assisted bicycles.

- Local governments may ban electric scooters from certain heavily travelled streets where suitable other trails are established on the right-of-way or parallel to it within 450 feet and pursuant to an engineering and traffic investigation.
- Local governments may authorize or prohibit the use of electric scooters on certain bike or pedestrian path consistent with state law, similarly to electrical assisted bicycles.

The act classifies electric scooters as “vehicles” and authorizes their use on roadways, affording riders the same rights and duties as riders of electrical assisted bicycles under Colorado law.

*Internal Note: Applies to all municipalities.*

## UNCLAIMED PROPERTY

### **Revised Uniform Unclaimed Property Act (SB 19-088) – Effective August 2, 2019**

Optional Action: Municipalities have two options: (1) to take no action and follow the requirements of this bill regarding the storage and disposition of abandoned property, or (2) adopt an ordinance opting out of the requirements of this bill by adopting its own unclaimed property program by resolution or ordinance that meets certain requirements:

- Requires the local government to hold the property, including intangible property, for at least 5 years after the date it is presumed to be abandoned.
- The local government provides to the State Treasurer by November 1 every year: an alphabetical list of owners for whom the local government holds property presumed abandoned and the value of that property.



This legislation adopts a more recent version of the Revised Uniform Unclaimed Property Act, with some Colorado-specific amendments. Under this act, different types of property are presumed abandoned after specific amounts of time, and holders of such property must file reports and deliver property presumed abandoned to the state treasurer in accordance with the requirements of the statute. Municipalities with an applicable local ordinance or resolution relating to disposition of property must still comply with certain provisions of the Act as provided above.

Note that “property” as defined in the bill means certain tangible property but also “fixed and certain intangible property held, issued, or owed in the course of a [property] holder’s business or by a government, governmental subdivision, agency, or instrumentality.” It includes municipal bond interest and unredeemed principal under the administration of a paying agent or indenture trustee (presumed abandoned one year after the property becomes distributable).

*Internal Note: Repeals and reenacts Article 13 of Title 38, C.R.S. Applies to all municipalities subject to optional opt-out provisions.*

# Northern Colorado Gold Star Families Memorial Monument



# Introduction

## Northern Colorado Gold Star Memorial Monument Committee

### Who We Are:

We are a group of local military veterans and Patriotic Americans who care about the families of those who have died defending our freedoms. We want to honor the family members of our brothers and sisters who fell defending and protecting our freedoms. The committee has been raising funds for over two years and are very close to achieving all funding for the monument.

### Gold Star Family:

A Gold Star Family member can be any relative: mother, father, stepmother, stepfather, adoptive or foster parents, wife, husband, child, stepchild, adopted child, brothers, sisters, half brothers or sisters, grandparents, grandchildren, aunts, uncles, cousins, nieces or nephews who have sacrificed a Loved One for our Freedom.

### Our Purpose:

Build a Gold Star Memorial to honor the immediate relatives of U.S. Armed Forces members who died in battle or in support of military activities. As a military member we raise our right hand and swear to defend our Nation no matter the cost. The family members have never taken that vow yet are behind us every day to enable the Men and Women of the Armed Forces to protect the citizens of the United States. Freedom is not free and these family members we are honoring have paid the ultimate sacrifice by losing their loved ones for this great Nation.

## Hershel “Woody” Williams

Hershel “Woody” Williams was born on a dairy farm in 1923 in Quiet Dell, West Virginia. He enlisted in the United States Marine Corps and served in the Battle of Iwo Jima with the 21st Marines, 3d Marine Division. During the battle, Mr. Williams displayed “valiant devotion to duty” and service above self as he “enabled his company to reach its objective”. Mr. Williams’ actions, commitment to his fellow service members, and heroism were recognized on October 5, 1945, when he received the Congressional Medal of Honor from President Truman at the White House. Mr. Williams is the sole surviving Marine from WWII, to wear the Medal of Honor.

His devotion to duty, service members, veterans and their families began long before that battle and before he entered the Corps. As World War II began, Woody came into direct contact with families in his own community when he delivered Western Union telegrams informing the Gold Star families of the death of their loved one. Woody says that those experiences gave him a “greater appreciation for life and an understanding of a difference in death in the normal world as expected in life, and those lost serving in the military for their country”. He noted that “consideration and recognition of the families of those lost in military service was very inadequate.” This observation and his personal commitment to veterans and their families brought about the creation of the Hershel Woody Williams Medal of Honor Foundation. The activities of this foundation allow Mr. Williams to continue his devotion and commitment to those who have served and the Gold Star families who have lost Loved Ones to that service above self.



# Gold Star Families Memorial Monument

Initially the Foundation's goal was to establish a Gold Star Families Memorial Monument in Woody's home state of West Virginia. Once that monument was complete, a new mission became clear to Woody and those at the Hershel "Woody" Williams Medal of Honor Foundation to establish these monuments in as many communities as possible in all 50 states. To date, there are 59 dedicated Gold Star Families Memorial Monuments in 45 States/Countries and 66 in progress.



## Continued...

### Goals of Establishing Gold Star Families Memorial Monuments

The Monuments provide a place of permanence for Gold Star Families to gather and utilize as they see fit. These Monuments belong to them and their fallen Loved Ones. They are intended to achieve the following goals:

- Demonstrate to Gold Star Families that their community cares for them and appreciates their sacrifice while also honoring the ultimate sacrifice paid by their Loved Ones
- Establish local Gold Star Family communities and strengthen the community within itself through Gold Star Family outreach events associated with each monument location
- Educate the general public about Gold Star Families' enduring sacrifices and the ultimate sacrifice made by their Loved Ones

## Continued...

This stunning black granite monument features two sides. One side bears the words: Gold Star Families Memorial Monument, a tribute to Gold Star Families and Relatives who sacrifice a Loved One for our Freedom.



The other side tells a story through the four granite panels: Homeland, Family, Patriot and Sacrifice. The scenes on each panel are a reflection of each community's Gold Star Families and their fallen Heroes. At the center of this tribute is a silhouette of the Loved One who paid the ultimate sacrifice in the name of Freedom.

Each Gold Star Families Memorial Monument features an explanation marker which serves to educate visitors about the Monument design, meaning and local committee.



## Why I am here today...

- I am looking for a home to honor our Gold Star Families
- Secure land to construct a Gold Star Memorial Monument in Northern Colorado
  - Land (donated by Town)
  - Soil Testing (Town)
  - Parking area (Town)
  - Lighting (Town)
  - Design & Landscaping (donated by volunteers)
  - Concrete for structure (donated by volunteers)
  - Easy access from of I-25 with signage of monument location
  - Size needs to be able to accommodate a 22 ft. concrete pad, at a minimum for the monument itself
  - Some ancillary inclusions to the site would be:
    - Flag poles; Water fountain; Eternal Flame; Benches
  - The dimensions of the monument are ~14 ft. long x 6 ft. high
- Guarantee (IGA) from the town to maintain the Memorial



**Town of Mead  
Regular Meeting  
Board of Trustees  
December 9, 2019  
6:00 p.m.**

**1. Call to Order - Roll Call**

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

**Present**

Mayor Colleen Whitlow  
Trustee David Adams  
Trustee Brooke Babcock  
Trustee Terri Hatch  
Trustee Trisha Harris

**Absent**

Trustee Debra Brodhead  
Mayor Pro Tem Joyce Palaszewski

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

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

Boy Scout Troop 67 presented the Colors.  
The assembly pledged allegiance to the flag.

**3. Review and Approve Agenda**

Trustee Babcock requested that Item 5.c. Ordinance No. 915 be removed from the Consent Agenda.

*Motion was made by Trustee Adams, seconded by Trustee Babcock, to approve the amended agenda. Motion carried 5-0.*

**4. Public Comment**

There was no public comment.

**5. Consent Agenda**

- a. Approval of Minutes—Regular Meeting November 25, 2019
- b. Aged Receivables
- c. **Ordinance No. 915** – An Ordinance of the Town of Mead, Colorado, Dissolving the Parks, Recreation Facilities and Open Space Committee
- d. **Ordinance No. 918** – An Ordinance of the Town of Mead, Colorado, Amending Section 2-7-30(a) of the Mead Municipal Code Regarding Planning Commission Membership
- e. **Ordinance No. 919** – An Ordinance of the Town of Mead, Colorado, Approving the Mead Place, Amendment No. 1 Final Plat

- f. Committee Reappointment: Gerard Torres Community Events Committee
- g. BOT 2020 Calendar
- h. **Ordinance No. 920** – An Ordinance of the Town of Mead, Colorado, Annexing Town-Owned Property to the Town of Mead

*Motion was made by Trustee Babcock, seconded by Trustee Adams, to approve the Consent Agenda Items 5.a. Minutes, 5.b. Receivables, 5.d. Ord 918, 5.e. Ord 919, 5.f. Reappointment, 5.g. Calendar and 5.h. Ord 920. Motion carried 5-0.*

#### **Item 5.c. Ordinance No. 915**

The Board discussed the Parks, Recreation Facilities and Open Space Committee including options to restructure and/or dissolve.

*Motion was made by Trustee Babcock, seconded by Trustee Hatch, to approve Consent Agenda Item 5.c. Ord 915. Motion carried 5-0.*

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

Town Manager Helen Migchelbrink discussed the December 9, 2019 staff report. The Board discussed CVPRD outreach scheduled for January 21, 2020; changes at LUH affecting senior exercise instructors; youth basketball registration numbers are up; Police Department activity. Public Information Officer Erika Harper discussed the Christmas in the Park event. Town Engineer / Public Works Director Erika Rasmussen discussed the DOLA grant application for a public works facility.

#### **7. Check Register December 5, 2019**

*Motion was made by Trustee Hatch, seconded by Trustee Adams, to approve the December 5, 2019 Bills List. Motion carried 5-0, on a roll call vote.*

#### **8. Public Hearing**

- a. Meadow Ridge Annexation and Zoning

Mayor Whitlow opened the public hearing at 6:23 p.m.

Planning Director Chris Kennedy presented the staff report on annexation and zoning.

Ken Puncerelli, LAI Design Group, presented the proposed development plan on behalf of the applicant.

Stephanie Stewart, Benson Farms LLC, discussed her family's development proposal.

There was no public comment.

The Board discussed oil and gas set backs and open space.

- i. **Resolution No. 87-R-2019** – A Resolution of the Town of Mead, Colorado, Setting Forth Certain Findings of Fact and Conclusions as to the Annexation of Certain Property Known as the Meadow Ridge Annexation

*Motion was made by Trustee Adams, seconded by Trustee Babcock, to adopt Resolution No. 87-R-2019 – A Resolution of the Town of Mead, Colorado, Setting Forth Certain Findings of Fact and Conclusions as to the Annexation of Certain Property Known as the Meadow Ridge Annexation. Motion carried 5-0.*

- ii. **Ordinance No. 921** – An Ordinance of the Town of Mead, Colorado, Annexing Certain Territory Known as the Meadow Ridge Annexation to the Town of Mead

*Motion was made by Trustee Babcock, seconded by Trustee Adams, to adopt Ordinance No. 921 – An Ordinance of the Town of Mead, Colorado, Annexing Certain Territory Known as the Meadow Ridge Annexation to the Town of Mead. Motion carried 5-0.*

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

Mayor Whitlow opened the public hearing for zoning of the Meadow Ridge Annexation at 6:59 p.m.

There was no public comment.

- iii. **Ordinance No. 922** – An Ordinance of the Town of Mead, Colorado, Approving the Initial Zoning of Property Known as the Meadow Ridge Annexation and Amending the Official Zoning Map of the Town of Mead

*Motion was made by Trustee Harris, seconded by Trustee Adams, to adopt Ordinance No. 922 – An Ordinance of the Town of Mead, Colorado, Approving the Initial Zoning of Property Known as the Meadow Ridge Annexation and Amending the Official Zoning Map of the Town of Mead. Motion carried 5-0.*

- iv. **Ordinance No. 923** – An Ordinance of the Town of Mead, Colorado, Approving an Annexation Agreement with Benson Farms Limited Liability Company for the Meadow Ridge Annexation

*Motion was made by Trustee Hatch, seconded by Trustee Harris, to adopt Ordinance No. 923 – An Ordinance of the Town of Mead, Colorado, Approving an Annexation Agreement with Benson Farms Limited Liability Company for the Meadow Ridge Annexation. Motion carried 5-0.*

Mayor Whitlow closed the public hearing for zoning at 7:00 p.m.

**Mayor Whitlow called for a five (5) minute recess at 7:00 p.m.**

**Mayor Whitlow resumed the Regular Meeting of the Board of Trustees at 7:05 p.m.**

- b. **Ordinance No. 924** – An Ordinance of the Town of Mead, Colorado, Approving the Initial Zoning of Property Known as the Mead Ponds Annexation and Amending the Official Zoning Map of the Town of Mead

Mayor Whitlow opened the public hearing for zoning of Mead Ponds Annexation at 7:05 p.m.

Town Planner Jeremiah Fettig presented the staff report for zoning.

There was no public comment.

*Motion was made by Trustee Adams, seconded by Trustee Harris, to adopt Ordinance No. 924 – An Ordinance of the Town of Mead, Colorado, Approving the Initial Zoning of Property Known as the Mead Ponds Annexation and Amending the Official Zoning Map of the Town of Mead. Motion carried 5-0.*

Mayor Whitlow closed the public hearing at 7:09 p.m.

c. 2019 Budget Amendment

- i. **Resolution No. 88-R-2019** – A Resolution of the Town of Mead, Colorado, Amending the 2019 Budget and Appropriating Additional Funds for 2019 Expenditures

Mayor Whitlow opened the public hearing for the 2019 Budget Amendment at 7:09 p.m.

Lorraine Trotter, Professional Management Solutions, discussed increased revenues in 2019 leading to an increased appropriation to the Capital Improvement Fund.

There was no public comment.

*Motion was made by Trustee Hatch, seconded by Trustee Babcock, to adopt Resolution No. 88-R-2019 – A Resolution of the Town of Mead, Colorado, Amending the 2019 Budget and Appropriating Additional Funds for 2019 Expenditures. Motion carried 5-0, on a roll call vote.*

Mayor Whitlow closed the public hearing at 7:12 p.m.

d. 2020 Budget

Mayor Whitlow opened the public hearing for the 2020 Budget at 7:12 p.m.

Lorraine Trotter, Professional Management Solutions, discussed the proposed 2020 budget.

There was no public comment.

- i. **Resolution No. 89-R-2019** – A Resolution of the Town of Mead, Colorado, Summarizing Expenditures and Revenues for Each Fund and Adopting a Budget for the Town of Mead, Colorado, for the Calendar Year Beginning on the First Day of January 2020 and Ending on the Last Day of December 2020

*Motion was made by Trustee Babcock, seconded by Trustee Adams, to adopt Resolution No. 89-R-2019 – A Resolution of the Town of Mead, Colorado, Summarizing Expenditures and Revenues for Each Fund and Adopting a Budget for the Town of Mead, Colorado, for the Calendar Year Beginning on the First Day of January 2020 and Ending on the Last Day of December 2020. Motion carried 5-0, on a roll call vote.*

- ii. **Resolution No. 90-R-2019** – A Resolution of the Town of Mead, Colorado, Levying General Property Taxes for the Year 2019, to Help Defray the Cost of Government for the Town of Mead, Colorado, for the 2020 Budget Year

*Motion was made by Trustee Hatch, seconded by Trustee Adams, to adopt Resolution No. 90-R-2019 – A Resolution of the Town of Mead, Colorado, Levying General Property Taxes for the Year 2019, to Help Defray the Cost of Government for the Town of Mead, Colorado, for the 2020 Budget Year. Motion carried 5-0, on a roll call vote.*

- iii. **Resolution No. 91-R-2019** – A Resolution of the Town of Mead, Colorado, Appropriating Sums of Money to the Various Funds and Spending Agencies, in the Amount and for the Purposes as Set Forth Below, for the Town of Mead, Colorado, for the 2020 Budget Year

*Motion was made by Trustee Adams, seconded by Trustee Babcock, to adopt Resolution No. 91-R-2019 – A Resolution of the Town of Mead, Colorado, Appropriating Sums of Money to the Various Funds and Spending Agencies, in the Amount and for the Purposes as Set Forth Below, for the Town of Mead, Colorado, for the 2020 Budget Year. Motion carried 5-0, on a roll call vote.*

- iv. **Resolution No. 92-R-2019** – A Resolution of the Town of Mead, Colorado, Declaring Increases in Unexpended Fund Balances Remaining on December 31, 2019 as Reserve Increases

*Motion was made by Trustee Harris, seconded by Trustee Hatch, to adopt Resolution No. 92-R-2019 – A Resolution of the Town of Mead, Colorado, Declaring Increases in Unexpended Fund Balances Remaining on December 31, 2019 as Reserve Increases. Motion carried 5-0, on a roll call vote.*

Mayor Whitlow closed the public hearing at 7:20 p.m.

## **9. Elected Officials Report**

- a. Town Trustees

The Board discussed moving the municipal election date to November and directed Town Clerk to contact Weld County Elections for more information. The Board also discussed seeking grant opportunities for the Highland Lake Park plan, metropolitan district regulations and researching elected official background checks/testing.

- b. Mayor Whitlow

Mayor Whitlow thanked those involved in Christmas in the Park and that attended December Coffee with the Mayor. The Board discussed a retreat in January and the April Municipal election. Candidate Information meeting is scheduled for January 7, 2020.

- 10. Executive Session:** Pursuant to C.R.S. 24-6-402(4)(e) to determine positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators regarding the Waterfront annexation, the Waterfront at Foster Lake Metropolitan District Nos. 1 – 3, and the draft term sheet with the High Plains Library District

*Motion was made by Trustee Babcock, seconded by Trustee Harris, to enter into Executive Session pursuant to C.R.S. 24-6-402(4)(e) to determine positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators regarding the Waterfront annexation, the Waterfront at Foster Lake Metropolitan District Nos. 1 – 3, and the draft term sheet with the High Plains Library District. Motion carried 5-0.*

The Board convened in the upstairs conference room for Executive Session at 7:50 p.m.

The Board returned to the Regular Meeting from Executive Session at 8:59 p.m. Those present for the Executive Session were Mayor Whitlow, Trustees Adams, Babcock, Harris and Hatch, Town Attorney Marcus McAskin and Town Manager Helen Migchelbrink. In addition, Planning Director Chris Kennedy was present for the portion of the Executive Session relating to the Waterfront annexation.

**11. Executive Session Action Items**

No action was taken.

**12. Adjournment**

*Motion was made by Trustee Harris, seconded by Trustee Babcock, to adjourn the meeting. Motion carried 5-0.*

The Regular Meeting of the Town of Mead Board of Trustees adjourned at approximately 9:00 p.m. on Monday, December 9, 2019.

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Colleen G. Whitlow, Mayor

ATTEST:

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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    | 3,087.79   | 3,087.79  | -          | -         | -         | -         | -        | -         |
| 4               | Second Royalty LLC                  | 700.00     | 700.00    | -          | -         | -         | -         | -        | -         |
| 26              | Range View Estates, LLC             | 10,000.00- | -         | 10,000.00- | -         | -         | -         | -        | -         |
| 45              | Mead Development Group, Inc.        | 1,285.00   | -         | 20.50      | 386.40-   | 1,650.90  | -         | -        | -         |
| 58              | Ritchie Bros                        | 346.25     | -         | -          | -         | -         | -         | -        | 346.25    |
| 138             | Cub Creek Energy, LLC               | 1,330.00-  | -         | -          | -         | -         | -         | -        | 1,330.00- |
| 190             | Extraction Oil & Gas, Inc.          | 945.00-    | -         | -          | -         | -         | -         | -        | 945.00-   |
| 208             | Sekich Properties                   | 5,189.00-  | -         | -          | -         | -         | -         | -        | 5,189.00- |
| 214             | Mead Towne Center                   | 5,155.00   | 140.00    | -          | 370.00    | -         | 200.00    | -        | 4,445.00  |
| 239             | Gopher Gulch                        | 1,391.25-  | 125.00    | 63.75      | -         | -         | -         | -        | 1,580.00- |
| 241             | Red Barn                            | 4,148.35-  | 1,681.25  | -          | -         | -         | 5,829.60- | -        | -         |
| 251             | Schuman Companies                   | 799.00-    | -         | -          | -         | -         | -         | -        | 799.00-   |
| 255             | NCO Holdings Mead LLC               | 3,778.14   | -         | -          | 750.00-   | -         | -         | -        | 4,528.14  |
| 256             | Prosper Land & Development LLC      | 5,923.95   | 2,619.60  | -          | 8,304.35  | 5,000.00- | -         | -        | -         |
| 258             | JDV Metropolitan District           | 2,526.50-  | -         | -          | -         | -         | -         | -        | 2,526.50- |
| 259             | Scannell Properties                 | 40,184.47  | 13.95     | -          | 7,502.17  | 14,927.00 | 6,774.90  | 3,120.25 | 7,846.20  |
| 261             | Great Western Operating Co LLC      | 2,224.25-  | -         | -          | -         | -         | -         | -        | 2,224.25- |
| 262             | Eagle Development Company           | 2,891.50-  | -         | -          | -         | -         | -         | -        | 2,891.50- |
| 263             | Eagle Development                   | 3,349.04-  | -         | 3,349.04-  | -         | -         | -         | -        | -         |
| 264             | Ventana Capital                     | 498.25-    | 200.00    | 1,536.00   | 1,109.50- | 625.00-   | -         | 499.75-  | -         |
| 265             | Sugar Mill Antiques & Vintage Depot | 1,136.75-  | 260.00    | -          | -         | -         | -         | -        | 1,396.75- |
| 266             | Benson Farms                        | 2,335.60   | 2,335.60  | 1,145.00   | 1,355.00  | 2,500.00- | -         | -        | -         |
| 267             | CMC Group Inc                       | 140.00     | 140.00    | -          | -         | -         | -         | -        | -         |
| 270             | Highland Development Services Inc   | 4,860.00-  | -         | -          | -         | -         | 4,860.00- | -        | -         |
| 271             | MWD INVESTMENTS LLC                 | 7,117.50   | 1,150.00  | 2,845.50   | 3,122.00  | -         | -         | -        | -         |
| 272             | Iglesia De Jesucristo               | 2,262.25-  | 210.00    | 1,447.25   | -         | -         | 3,919.50- | -        | -         |
| Grand Totals:   |                                     | 26,502.56  | 12,663.19 | 6,291.04-  | 18,407.62 | 8,452.90  | 7,634.20- | 2,620.50 | 1,716.41- |



## Agenda Item Summary (AIS)

**MEETING DATE:** Board of Trustees – January 13, 2020

**SUBJECT:** Resolution No. 01-R-2020, Accepting an Annexation Petition, Making Certain Findings of Fact, Finding Substantial Compliance for Such Petition, and Setting a Public Hearing for Property Known as Gopher RV Park and Campground Annexation

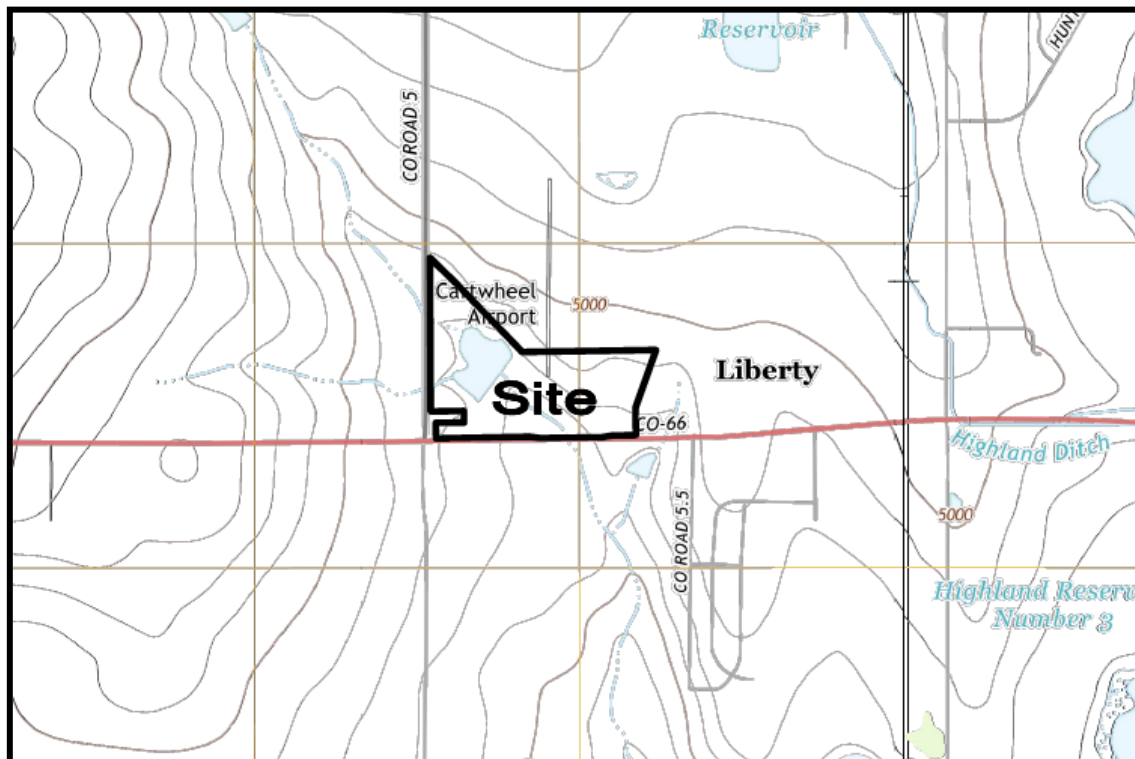
**PRESENTED BY:** Jeremiah Fettig, Planner I

**ATTACHMENTS:** 1. Resolution No. 01-R-2020  
2. Petition for Annexation  
3. Annexation Map

### SUMMARY

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This is a request for the Board of Trustees to: 1) adopt Resolution No. 01-R-2020 determining that the attached petition for annexation (the “Petition”) is in substantial compliance with the requirements of the Municipal Annexation Act of 1965, C.R.S §§ 31-12-101 et seq., as amended (the “Act”); and 2) schedule a public hearing (“Eligibility Hearing”) for Monday, February 24, 2020 at 6:00 p.m. at Mead Town Hall to consider annexing and zoning the property identified in the Petition.





## **DISCUSSION**

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An appropriate petition for annexation (the “Petition”) was officially filed with the Town Clerk on or before October 1, 2019. The Petition requests the annexation of property generally located north and east of the intersection of State Highway 66 and WCR 5, also referred to as the Gopher RV Park and Campground Annexation (the “Property”). The proposed annexation includes approximately 47.45 acres.

This is a request for the Board of Trustees to determine whether the Petition substantially complies with the requirements set forth in the Municipal Annexation Act of 1965, C.R.S §§ 31-12-101 et seq., as amended (the “Act”). Determination of Substantial Compliance is the first of three major steps required by the Act to process a voluntary annexation application. As part of the Substantial Compliance determination, the Board of Trustees is required to set the date, time and place for a public hearing regarding the eligibility of the Property for annexation (the “Eligibility Hearing”). The Eligibility Hearing must occur between thirty (30) and sixty (60) days after the Substantial Compliance determination is made.

If the Board adopts Resolution No. 01-R-2020 this evening, thereby determining that the Petition substantially complies with the Act, the Eligibility Hearing will be scheduled for **Monday, February 24, 2020**, which falls within the required time period (42 days). Action on Resolution No. 01-R-2020 does not annex the Property nor does it signify the Board of Trustees’ approval or disapproval of this annexation.

Staff believes that the Petition substantially complies with the requirements of the Act, specifically C.R.S. § 31-12-107(1), given that:

1. The Petition has been signed by more than fifty percent (50%) of the landowners of the Property, and such landowners own more than fifty percent (50%) of the Property.
2. The signatures on each Petition are dated within one hundred and eighty (180) days of the date on which the Petition was filed with the Town Clerk, satisfying the requirement of C.R.S. § 31-12-107(1)(e).
3. The Petition contains:
  - a. An allegation that it is desirable and necessary that the Property described in the Petition be annexed.
  - b. An allegation that the requirements of C.R.S. § 31-12-104 and § 31-12-105 exist or are met.
  - c. An allegation that the signer(s) of the Petition, together with owner(s) submitting other valid petitions for annexation to the Town, comprise more than fifty (50%) percent of the landowners of the area proposed to be annexed and own more than fifty (50%) of the area proposed to be annexed, exclusive of public streets and alleys and any land owned by the Town of Mead.
  - d. A request that the Town approve the annexation of the Property.



- e. The signature of the landowner(s) that executed the petition.
  - f. The mailing address of the landowner(s).
  - g. A legal description of the Property proposed for annexation, and a legal description of the specific real property owned by the landowner(s) that executed the petition.
  - h. The date that the landowner(s) executed the petition.
  - i. The affidavit of the petition circulator; stating that the signature of the landowner(s) therein is the signature of the person whose name it purports to be.
4. That four (4) copies of the annexation maps corresponding to the Property have been submitted to the Town with the Petition, and that the annexation maps contain the following information:
- a. A written legal description of the boundaries of the Property proposed to be annexed.
  - b. The boundary of the Property proposed to be annexed.
  - c. Within the map, the boundaries and the plat numbers of plots or of lots and blocks.
  - d. Next to the boundary of the Property proposed to be annexed is drawn the contiguous boundary of the Town of Mead.

## **NEXT STEPS**

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Once the Board of Trustees has made a determination of Substantial Compliance, and has scheduled the Eligibility Hearing, it may move forward with the second major step of the process, which is to conduct the Eligibility Hearing. After public notice is given in accordance with the requirements of the Act, and applicable provisions of the *Mead Municipal Code* (“MMC”), the Board of Trustees will hold the Eligibility Hearing to determine if the requested annexation meets the applicable provisions of the Act and the Colorado Constitution, and is therefore eligible for annexation into the Town.

Once the Property has been deemed eligible for annexation, the third and final major step in the process is a legislative determination of the Board of Trustees as to whether it wishes to formally annex the Property into the Town of Mead and assign appropriate zoning. Put another way, whereas the first two steps (Substantial Compliance and Eligibility Hearing) determine whether the Property may be annexed, the third step determines whether the Property should be annexed. The Board will act on this third step immediately following the conclusion of the Eligibility Hearing.

## **FINANCIAL CONSIDERATIONS**

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Approving Resolution No. 01-R-2020 will not have any direct fiscal impact on the Town as it only states that the Petition meets statutory content requirements for an annexation petition and sets the date for the Eligibility Hearing.



## **STAFF RECOMMENDATION/ACTION REQUIRED**

Staff recommends that the Board of Trustees adopt Resolution No. 01-R-2020 in the form submitted, thereby determining that the Petition is in substantial compliance with applicable provisions of the Act, specifically C.R.S. § 31-12-107(1), and scheduling the Eligibility Hearing.

Suggested Motion:

“I MOVE TO APPROVE RESOLUTION NO. 01-R-2020: A RESOLUTION OF THE TOWN OF MEAD, COLORADO, ACCEPTING AN ANNEXATION PETITION, MAKING CERTAIN FINDINGS OF FACT, FINDING SUBSTANTIAL COMPLIANCE FOR SUCH PETITION, AND SETTING A PUBLIC HEARING FOR PROPERTY KNOWN AS GOPHER RV PARK AND CAMPGROUND ANNEXATION.”

**TOWN OF MEAD, COLORADO  
RESOLUTION NO. 01-R-2020**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, ACCEPTING  
AN ANNEXATION PETITION, MAKING CERTAIN FINDINGS OF  
FACT, FINDING SUBSTANTIAL COMPLIANCE FOR SUCH PETITION,  
AND SETTING A PUBLIC HEARING FOR PROPERTY KNOWN AS  
THE GOPHER RV PARK AND CAMPGROUND ANNEXATION**

**WHEREAS**, Board of Trustees of the Town of Mead, Colorado has received and examined the filings and the Petition for Annexation requesting the annexation of certain real property more fully described in said Petition and in **Exhibit 1** attached hereto (the “Gopher RV Park and Campground Annexation”), which exhibit is attached to this Resolution and is incorporated herein by reference (the “Subject Property”); and

**WHEREAS**, the Petition for Annexation has been filed of record with the Town Clerk of the Town of Mead, State of Colorado, and

**WHEREAS**, the Board of Trustees finds as follows:

1. That the Petition contains the following:
  - (a) An allegation that the requirements of C.R.S. §§ 31-12-104 and 31-12-105 exist or are met.
  - (b) An allegation that the signer(s) of the petition comprises more than fifty percent (50%) of the landowners in the Subject Property owning more than fifty percent (50%) of the Subject property, exclusive of public streets and alleys and any land owned by the Town.
  - (c) A request that the Town of Mead approve the annexation of the Subject Property.
  - (d) The signature of the landowner(s) that executed the petition.
  - (e) The mailing address of the landowner(s) that executed the petition.
  - (f) The legal description of the Subject Property.
  - (g) The date that the landowner(s) executed the petition.
  - (h) The affidavit of the petition circulator, stating that the signature of the landowner(s) therein is the signature of each person whose name it purports to be.
2. That four (4) copies of the annexation maps corresponding to the Subject Property have been submitted to the Town with the Petition, and that the annexation maps contain the following information:

- (a) A written legal description of the boundaries of the Subject Property proposed to be annexed.
  - (b) A map showing the boundary of the Subject Property proposed to be annexed.
  - (c) Within the maps, the boundaries and the plat numbers of plots or of lots and blocks.
  - (d) Next to the boundary of the Subject Property proposed to be annexed is drawn the contiguous boundary of the Town of Mead.
3. That no signature on the Petition is dated more than one hundred eighty (180) days prior to the date of filing of the Petition for Annexation with the Town Clerk of the Town of Mead, State of Colorado.

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

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

**Section 2.** That the Petition for Annexation to the Town of Mead of the Subject Property, commonly referred to as the “Gopher RV Park and Campground Annexation”, which Petition was officially filed of record with the Town Clerk of the Town of Mead on or prior to October 1, 2019, substantially complies with the requirements of C.R.S. § 31-12-107(1).

**Section 3.** No election is required under C.R.S. § 31-12-107(2).

**Section 4.** No additional terms and conditions are to be imposed except as provided in the Petition for Annexation and in any annexation agreement which may be entered into by and between the Town of Mead and the petitioner(s), which are not to be considered additional terms and conditions within the meaning of C.R.S. § 31-12-112.

**Section 5.** That a public hearing shall be held on Monday, February 24, 2020, at 6:00 p.m. at the Mead Town Hall, 441 Third Street Mead, CO 80542, for the purpose of determining and finding whether the proposed annexation complies with section 30 of article II of the Colorado Constitution and the applicable provisions of C.R.S. §§ 31-12-104 and 31-12-105.

**Section 6.** Any person may appear at such hearing and present evidence pertaining to the eligibility of the proposed annexation of the Subject Property to the Town of Mead.

**Section 7.** The proposed annexation is hereby referred to the Planning Commission. In accordance with Sec. 16-8-90 of the Mead Municipal Code (“MMC”), the Planning Commission shall consider the proposed annexation and proceed to submit its written recommendation regarding the proposed annexation to the Board of Trustees on or before the date of the eligibility hearing. In addition, Sec. 16-8-90 of the MMC requires the Planning Commission to hold a public hearing on the proposed initial zoning of the Subject Property as



required by the Town's Land Use Code if zoning of the Subject Property is requested at the time of annexation.

**Section 8. Effective Date.** This resolution shall become effective immediately upon adoption.

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

**INTRODUCED, READ, PASSED, AND ADOPTED THIS 13TH DAY OF JANUARY, 2020.**

**ATTEST:**

**TOWN OF MEAD**

By \_\_\_\_\_  
Mary E. Strutt, MMC, Town Clerk

By \_\_\_\_\_  
Colleen G. Whitlow, Mayor

**Exhibit 1**  
**Legal Description**  
**Gopher RV Park and Campground Annexation**

A PORTION OF LOT B, RECORDED EXEMPTION NO. 1207-21-3-AMRE-2787, AS DESCRIBED IN THE RECORDS OF WELD COUNTY ON JUNE 17, 2003, AT RECEPTION NO. 3073852, SUBDIVISION EXEMPTION NO. SE-960, AS DESCRIBED IN THE RECORDS OF WELD COUNTY ON JUNE 17, 2003, AT RECEPTION NO. 3073851, AND A PORTION OF COLORADO STATE HIGHWAY 66, PROJECT NO. S 0054(5), LOCATED IN THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 21 TO BEAR NORTH 00°18'27" WEST, A DISTANCE OF 2652.10 FEET BETWEEN A FOUND 1" PIPE WITH 2" BRASS CAP "S.E. SEC. 20 T3N R68W 6TH P.M. 1995 A. MICHAEL HASCALL LS 23500" IN CONCRETE MONUMENT BOX AT THE SOUTHWEST CORNER OF SECTION 21 AND A FOUND #6 REBAR WITH 2" ALUMINUM CAP MICHAEL HASCALL T3S R68W 1/4 S20 S21 1994 PLS 23500" IN MONUMENT BOX AT THE WEST 1/4 CORNER OF SECTION 21, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 21; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 21, NORTH 89°01'14" EAST, A DISTANCE OF 79.77 FEET TO A POINT ON THE EASTERLY LINE OF HALEY ANNEXATION NO. 2, AS DESCRIBED IN THE RECORDS OF WELD COUNTY ON OCTOBER 11, 2011, AT RECEPTION NO. 3797955, AND THE POINT OF BEGINNING;

THENCE ALONG SAID EASTERLY LINE, NORTH 00°54'15" WEST, A DISTANCE OF 87.62 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY 66, PROJECT NO. S 0054(5); THENCE DEPARTING SAID EASTERLY LINE AND ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 89°04'24" EAST, A DISTANCE OF 273.39 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF-WAY LINE, AND ALONG THE EASTERLY LINE OF A PARCEL OF LAND AS DESCRIBED IN THE RECORDS OF WELD COUNTY ON DECEMBER 5, 1924, IN BOOK 757, AT PAGE 362, NORTH 00°27'18" WEST, A DISTANCE OF 111.67 FEET TO THE NORTHEAST CORNER OF SAID PARCEL OF LAND; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL OF LAND, SOUTH 89°00'40" WEST, A DISTANCE OF 321.96 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 5, SAID LINE ALSO BEING AN EASTERLY LINE OF SAID HALEY ANNEXATION NO. 2; THENCE ALONG SAID EASTERLY LINES, NORTH 00°18'27" WEST, A DISTANCE OF 1488.10 FEET;

THENCE DEPARTING SAID EASTERLY LINES, SOUTH 45°47'38" EAST, A DISTANCE OF 341.17 FEET;  
THENCE SOUTH 43°50'09" EAST, A DISTANCE OF 936.98 FEET;  
THENCE NORTH 89°05'03" EAST, A DISTANCE OF 1291.46 FEET TO A POINT ON AN EASTERLY LINE OF A PORTION OF SAID LOT B;  
THENCE ALONG THE EASTERLY LINES OF SAID LOT B, THE FOLLOWING TWO (2) COURSES:  
1) SOUTH 19°26'38" WEST, A DISTANCE OF 589.21 FEET;  
2) THENCE SOUTH 00°15'23" EAST, A DISTANCE OF 118.66 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY 66 PROJECT NO. S 0054(5);  
THENCE SOUTH 00°54'47" EAST, A DISTANCE OF 149.99 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID COLORADO STATE HIGHWAY 66 PROJECT NO. S 0054(5);  
THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING FIVE (5) COURSES:  
1) SOUTH 89°05'13" WEST, A DISTANCE OF 226.01 FEET;  
2) THENCE SOUTH 80°34'19" WEST, A DISTANCE OF 101.11 FEET;  
3) THENCE SOUTH 89°05'14" WEST, A DISTANCE OF 600.00 FEET;  
4) THENCE NORTH 82°22'46" WEST, A DISTANCE OF 101.10 FEET;  
5) THENCE SOUTH 89°01'35" WEST, A DISTANCE OF 906.05 FEET TO A POINT ON THE EASTERLY LINE OF SAID HALEY ANNEXATION NO. 2;  
THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG SAID EASTERLY LINE, NORTH 00°54'15" WEST, A DISTANCE OF 62.83 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

THUS-DESCRIBED PARCEL CONTAINS 2,066,746 SQ. FT. or 47.45 ACRES, MORE OR LESS.

**PETITION FOR ANNEXATION**  
**GOPHER GULCH RV PARK**

**TO THE BOARD OF TRUSTEES OF THE TOWN OF MEAD, COLORADO:**

The undersigned ("**Petitioner**"), in accordance with the Municipal Annexation Act of 1965 as set forth in C.R.S. § 31-12-101 et seq., as amended and as in effect on the submission date set forth below ("**Annexation Act**"), hereby petitions the Board of Trustees of the Town of Mead, Colorado ("**Board**"), to annex to the Town of Mead ("**Town**") the unincorporated territory located in the County of Weld, State of Colorado, which property is more particularly described in **Exhibit A** attached hereto and incorporated herein by reference ("**Property**").

The Property may be generally described as the Gopher Gulch RV Park, LLC.

In support of this Petition for Annexation ("**Petition**"), Petitioner alleges that:

1. It is desirable and necessary that the Property be annexed to the Town.
2. The requirements of C.R.S. §§31-12-104 and 31-12-105 of the Annexation Act exist or have been met.
3. Not less than one-sixth (1/6) of the perimeter of the Property is contiguous with the Town's current municipal boundaries.
4. A community of interest exists between the Property and the Town.
5. The Property is urban or will be urbanized in the near future.
6. The Property is integrated with or is capable of being integrated with the Town.
7. Petitioner comprises more than fifty percent (50%) of the landowners in the Property owning more than fifty percent (50%) of the Property, excluding public streets, and alleys and any land owned by the annexing municipality, and the Petitioner hereby consents to the establishment of the boundaries of the Property as shown on the annexation map submitted herewith and attached as **Exhibit C**, and as more fully described in Paragraph 16 below.
8. The Property is not presently a part of any incorporated city, city and county, or town; nor have any proceedings been commenced for incorporation or annexation of an area that is part or all of the Property; nor has any election for annexation of the Property or substantially the same territory to the Town been held within the twelve (12) months immediately preceding the filing of this Petition.
9. The proposed annexation will not result in detachment of area from any school district or attachment of same to another school district.
10. Except to the extent necessary to avoid dividing parcels within the Property held in identical ownership, at least fifty percent (50%) of which are within the three (3) mile limit, the proposed annexation will not extend the municipal boundary of the Town more than three (3) miles in any direction from any point of the current municipal boundary.

11. The proposed annexation will not result in the denial of reasonable access to any landowner, owner of an easement, or owner of a franchise adjoining a platted street or alley which has been annexed by the Town but is not bounded on both sides by the Town.

12. In establishing the boundaries of the Property, no land which is held in identical ownership, whether consisting of a single tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:

(a) is being divided into separate parts or parcels without the written consent of the landowner or landowners thereof unless such tracts or parcels are separated by a dedicated street, road or other public way; or

(b) comprising twenty (20) acres or more and together with buildings and improvements situate thereon having a valuation for assessment in excess of \$200,000.00 for ad valorem tax purposes for the year next preceding the proposed annexation, is included in the Property without the written consent of the landowner or landowners.

13. If a portion of a platted street or alley is to be annexed, the entire width thereof is included within the Property.

14. The land owned by Petitioner constitutes one hundred percent (100%) of the Property within the meaning of C.R.S. § 31-21-107(1)(g) of the Annexation Act.

15. The affidavit of the circulator of this Petition certifying that the signature(s) on this Petition is the signature of each person whose name it purports to be and certifying the accuracy of the date of such signature(s) is attached hereto as **Exhibit B** and is incorporated herein by this reference.

16. This Petition is accompanied by four (4) copies of an annexation map which have been prepared by a professional surveyor and submitted to the Town Clerk. An 11 x 17 copy of the annexation map is attached to this Petition as **Exhibit C** for reference. The annexation map contains, among other things, the following information:

(a) A written legal description of the boundaries of the Property;

(b) A map showing the boundary of the Property;

(c) Within the annexation boundary map, a showing of the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks; and

(d) Next to the boundary of the Property, a drawing of the contiguous boundary of the Town of Mead abutting the Property.

17. That the proposed annexation of the Property complies with Section 30 of Article II of the Colorado Constitution.

18. In connection with the processing of this Petition, Petitioner requests that the Town approve and execute an annexation agreement ("**Annexation Agreement**") which establishes the terms and conditions under which the Petitioner has agreed to annex the Property to the Town.

19. Upon the annexation of the Property becoming effective, and subject to the conditions set forth in this Petition and to be set forth in the Annexation Agreement, the Property shall become subject to all ordinances, resolutions, rules and regulations of the Town, except as otherwise set forth in the Annexation Agreement, and except for general property taxes of the Town, which shall become effective on January 1 of the next succeeding year following adoption of the annexation ordinance.

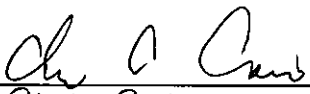
20. Except for the terms and conditions of this Petition and of the Annexation Agreement, which terms and conditions Petitioner expressly approves and therefore does not constitute an imposition of additional terms and conditions within the meaning of C.R.S. §§ 31-12-107(4) and 31-12-110(2) of the Annexation Act, Petitioner requests that no additional terms and conditions be imposed upon annexation of the Property to the Town.

THEREFORE, Petitioner requests that the Board complete and approve the annexation of the Property pursuant to the provisions of the Municipal Annexation Act of 1965, as amended.

Respectfully submitted this 1<sup>ST</sup> day of October, 2019.

Signature of Petitioner:

GGRV LLC

By:   
Name: Chris Cain  
Title: Manager

Date of Signature: 10.01.2019

Mailing Address:

1675 County Rd 26  
Longmont, CO 80504-9516



**EXHIBIT A**  
**TO PETITION FOR ANNEXATION**

KNOW ALL MEN BY THESE PRESENTS THAT GGRV LLC BEING THE OWNER OF CERTAIN LANDS IN MEAD, COLORADO, DESCRIBED HEREIN, HAVE CAUSED SAID LAND TO BE PLATTED INTO LOTS AS SHOWN HEREON UNDER THE NAME OF GOPHER GULCH RV PARK AND CAMPGROUND ADMINISTRATIVE PLAT, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF LOT B, RECORDED EXEMPTION NO. 1207-21-3-AMRE-2787, AS DESCRIBED IN THE RECORDS OF WELD COUNTY ON JUNE 17, 2003, AT RECEPTION NO. 3073852, SUBDIVISION EXEMPTION NO. SE-960, AS DESCRIBED IN THE RECORDS OF WELD COUNTY ON JUNE 17, 2003, AT RECEPTION NO. 3073851, AND A PORTION OF COLORADO STATE HIGHWAY 66, PROJECT NO. S 0054(5), LOCATED IN THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 21 TO BEAR NORTH 00°18'27" WEST, A DISTANCE OF 2652.10 FEET BETWEEN A FOUND 1" PIPE WITH 2" BRASS CAP "S.E. SEC. 20 T3N R68W 6TH P.M. 1995 A. MICHAEL HASCALL LS 23500" IN CONCRETE MONUMENT BOX AT THE SOUTHWEST CORNER OF SECTION 21 AND A FOUND #6 REBAR WITH 2" ALUMINUM CAP MICHAEL HASCALL T3S R68W 1/4 S20 S21 1994 PLS 23500" IN MONUMENT BOX AT THE WEST 1/4 CORNER OF SECTION 21, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 21;  
THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 21, NORTH 89°01'14" EAST, A DISTANCE OF 79.77 FEET TO A POINT ON THE EASTERLY LINE OF HALEY ANNEXATION NO. 2, AS DESCRIBED IN THE RECORDS OF WELD COUNTY ON OCTOBER 11, 2011, AT RECEPTION NO. 3797955, AND THE POINT OF BEGINNING;

THENCE ALONG SAID EASTERLY LINE, NORTH 00°54'15" WEST, A DISTANCE OF 87.62 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY 66, PROJECT NO. S 0054(5);

THENCE DEPARTING SAID EASTERLY LINE AND ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 89°04'24" EAST, A DISTANCE OF 273.39 FEET;

THENCE DEPARTING SAID NORTHERLY RIGHT OF-WAY LINE, AND ALONG THE EASTERLY LINE OF A PARCEL OF LAND AS DESCRIBED IN THE RECORDS OF WELD COUNTY ON DECEMBER 5, 1924, IN BOOK 757, AT PAGE 362, NORTH 00°27'18" WEST, A DISTANCE OF 111.67 FEET TO THE NORTHEAST CORNER OF SAID PARCEL OF LAND;

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL OF LAND, SOUTH 89°00'40" WEST, A DISTANCE OF 321.96 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 5, SAID LINE ALSO BEING AN EASTERLY LINE OF SAID HALEY ANNEXATION NO. 2;

THENCE ALONG SAID EASTERLY LINES, NORTH 00°18'27" WEST, A DISTANCE OF 1488.10 FEET;  
THENCE DEPARTING SAID EASTERLY LINES, SOUTH 45°47'38" EAST, A DISTANCE OF 341.17 FEET;

THENCE SOUTH 43°50'09" EAST, A DISTANCE OF 936.98 FEET;

THENCE NORTH 89°05'03" EAST, A DISTANCE OF 1291.46 FEET TO A POINT ON AN EASTERLY LINE OF A PORTION OF SAID LOT B;

THENCE ALONG THE EASTERLY LINES OF SAID LOT B, THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH 19°26'38" WEST, A DISTANCE OF 589.21 FEET;
- 2) THENCE SOUTH 00°15'23" EAST, A DISTANCE OF 118.66 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY 66 PROJECT NO. S 0054(5);  
THENCE SOUTH 00°54'47" EAST, A DISTANCE OF 149.99 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID COLORADO STATE HIGHWAY 66 PROJECT NO. S 0054(5);

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING FIVE (5) COURSES:

- 1) SOUTH 89°05'13" WEST, A DISTANCE OF 226.01 FEET;
  - 2) THENCE SOUTH 80°34'19" WEST, A DISTANCE OF 101.11 FEET;
  - 3) THENCE SOUTH 89°05'14" WEST, A DISTANCE OF 600.00 FEET;
  - 4) THENCE NORTH 82°22'46" WEST, A DISTANCE OF 101.10 FEET;
  - 5) THENCE SOUTH 89°01'35" WEST, A DISTANCE OF 906.05 FEET TO A POINT ON THE EASTERLY LINE OF SAID HALEY ANNEXATION NO. 2;
- THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG SAID EASTERLY LINE, NORTH 00°54'15" WEST, A DISTANCE OF 62.83 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

THUS-DESCRIBED PARCEL CONTAINS 2,066,746 SQ. FT. or 47.45 ACRES, MORE OR LESS.



**EXHIBIT C**  
**TO PETITION FOR ANNEXATION**

**Annexation Map**

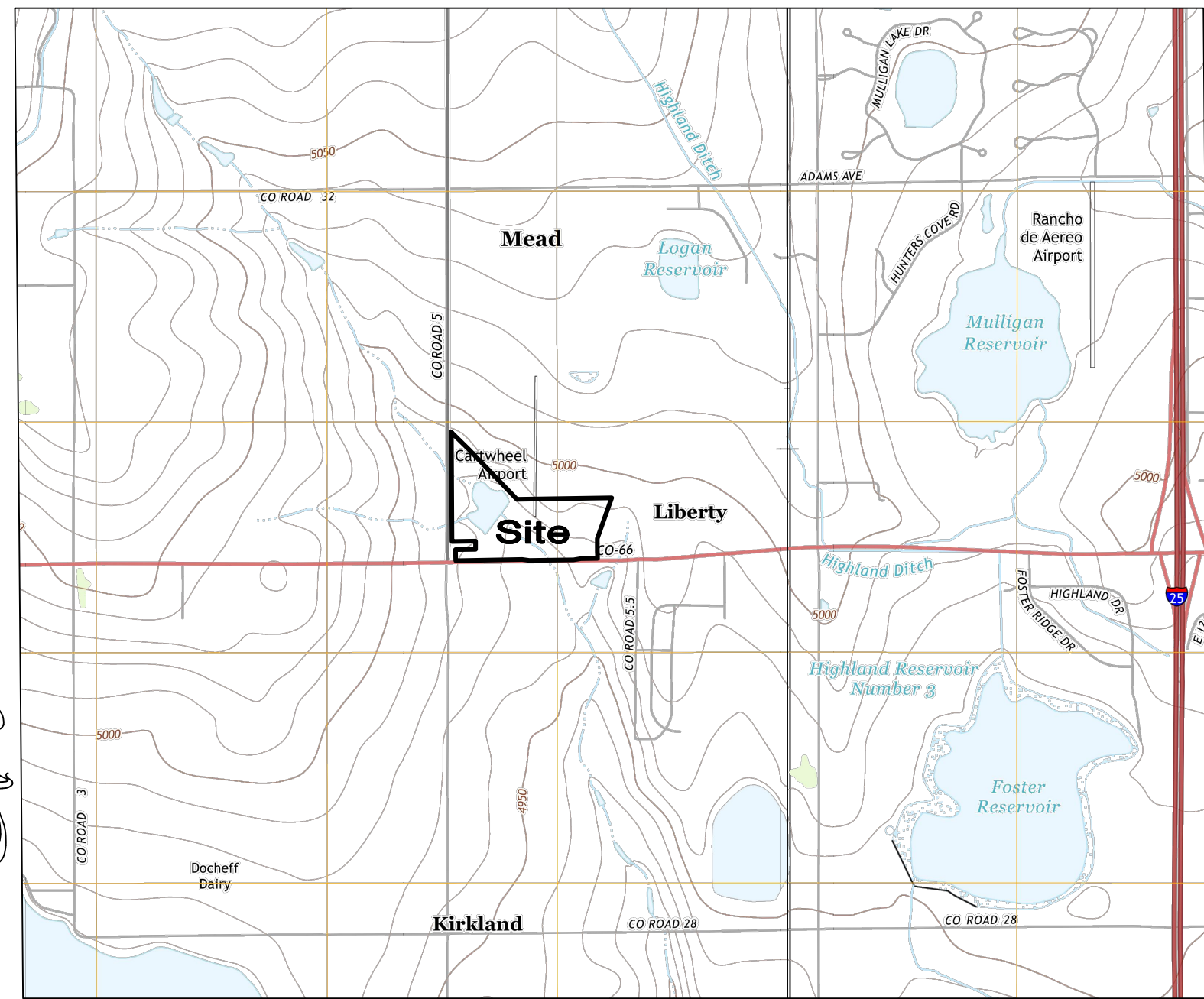
An 11 x 17 version of the annexation map is attached hereto. Four (4) full size copies of the annexation map have been provided to the Town Clerk of the Town of Mead.



# GOPHER RV PARK AND CAMPGROUND ANNEXATION TO THE TOWN OF MEAD, WELD COUNTY, COLORADO

A PART OF THE SOUTHWEST 1/4 OF SECTION 21, AND THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH P.M., MEAD, COLORADO  
COUNTY OF WELD, STATE OF COLORADO  
SHEET 1 OF 2

TOTAL AREA = 2,066,746 SQ FT, OR 47.45 ACRES, MORE OR LESS



Vicinity Map  
NOT TO SCALE

## Certificate of Ownership

KNOW ALL MEN BY THESE PRESENTS THAT GGRV LLC, BEING THE OWNER OF PROPERTY IN WELD COUNTY, COLORADO, EXCLUSIVE OF RIGHTS-OF-WAY, HAVE HEREWITH PETITIONED TO THE TOWN OF MEAD FOR THE ANNEXATION OF THE PROPERTY BEING DESCRIBED AS FOLLOWS:

A PORTION OF LOT B, RECORDED EXEMPTION NO. 1207-21-3-AMRE-2787, AS DESCRIBED IN THE RECORDS OF WELD COUNTY ON JUNE 17, 2003, AT RECEPTION NO. 3073852, SUBDIVISION EXEMPTION NO. SE-960, AS DESCRIBED IN THE RECORDS OF WELD COUNTY ON JUNE 17, 2003, AT RECEPTION NO. 3073851, AND A PORTION OF COLORADO STATE HIGHWAY 66, PROJECT NO. S 0054(5), LOCATED IN THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 21 TO BEAR NORTH 00°18'27" WEST, A DISTANCE OF 2652.10 FEET BETWEEN A FOUND 1" PIPE WITH 2" BRASS CAP "S.E. SEC. 20 T3N R68W 6TH P.M. 1995 A. MICHAEL HASCALL LS 23500" IN CONCRETE MONUMENT BOX AT THE SOUTHWEST CORNER OF SECTION 21 AND A FOUND #6 REBAR WITH 2" ALUMINUM CAP MICHAEL HASCALL T3S R68W 1/4 S20 S21 1994 PLS 23500" IN MONUMENT BOX AT THE WEST 1/4 CORNER OF SECTION 21, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 21;  
THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 21, NORTH 89°01'14" EAST, A DISTANCE OF 79.77 FEET TO A POINT ON THE EASTERLY LINE OF HALEY ANNEXATION NO. 2, AS DESCRIBED IN THE RECORDS OF WELD COUNTY ON OCTOBER 11, 2011, AT RECEPTION NO. 3797955, AND THE POINT OF BEGINNING;  
THENCE ALONG SAID EASTERLY LINE, NORTH 00°54'15" WEST, A DISTANCE OF 87.62 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY 66, PROJECT NO. S 0054(5);

THENCE DEPARTING SAID EASTERLY LINE AND ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 89°04'24" EAST, A DISTANCE OF 273.39 FEET;  
THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, AND ALONG THE EASTERLY LINE OF A PARCEL OF LAND AS DESCRIBED IN THE RECORDS OF WELD COUNTY ON DECEMBER 5, 1924, IN BOOK 757, AT PAGE 362, NORTH 00°27'18" WEST, A DISTANCE OF 111.67 FEET TO THE NORTHEAST CORNER OF SAID PARCEL OF LAND;  
THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL OF LAND, SOUTH 89°00'40" WEST, A DISTANCE OF 321.96 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD NO. 5, SAID LINE ALSO BEING AN EASTERLY LINE OF SAID HALEY ANNEXATION NO. 2;

THENCE ALONG SAID EASTERLY LINES, NORTH 00°18'27" WEST, A DISTANCE OF 1488.10 FEET;  
THENCE DEPARTING SAID EASTERLY LINES, SOUTH 45°47'38" EAST, A DISTANCE OF 341.17 FEET;  
THENCE SOUTH 43°50'09" EAST, A DISTANCE OF 936.98 FEET;  
THENCE NORTH 89°05'03" EAST, A DISTANCE OF 1291.46 FEET TO A POINT ON AN EASTERLY LINE OF A PORTION OF SAID LOT B;  
THENCE ALONG THE EASTERLY LINES OF SAID LOT B, THE FOLLOWING TWO (2) COURSES:  
1) SOUTH 19°26'38" WEST, A DISTANCE OF 589.21 FEET;  
2) THENCE SOUTH 00°15'23" EAST, A DISTANCE OF 118.66 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY 66 PROJECT NO. S 0054(5);  
THENCE SOUTH 00°54'47" EAST, A DISTANCE OF 149.99 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID COLORADO STATE HIGHWAY 66 PROJECT NO. S 0054(5);  
THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING FIVE (5) COURSES:  
1) SOUTH 89°05'13" WEST, A DISTANCE OF 226.01 FEET;  
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5) THENCE SOUTH 89°01'35" WEST, A DISTANCE OF 906.05 FEET TO A POINT ON THE EASTERLY LINE OF SAID HALEY ANNEXATION NO. 2;  
THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG SAID EASTERLY LINE, NORTH 00°54'15" WEST, A DISTANCE OF 62.83 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

THUS-DESCRIBED PARCEL CONTAINS 2,066,746 SQ. FT. OR 47.45 ACRES, MORE OR LESS, TOGETHER WITH AND SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY EXISTING AND/OR OF PUBLIC RECORD.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

## Contiguity Information

TOTAL PERIMETER OF AREA TO BE ANNEXED.....7,707.31'  
CONTIGUITY WITH TOWN LIMITS.....1,638.55'  
MINIMUM ALLOWABLE CONTIGUITY (1/6 TOTAL PERIMETER).....1,284.55'

## Certificate of Ownership (cont.)

OWNER: GGRV LLC

BY: \_\_\_\_\_

STATE OF COLORADO )  
COUNTY OF )SS

THE FOREGOING CERTIFICATE OF DEDICATION WAS ACKNOWLEDGED BEFORE  
ME BY CHRIS CAIN AS \_\_\_\_\_ OF GGRV LLC, THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_ 20\_\_\_\_

WITNESS MY HAND AND OFFICIAL SEAL \_\_\_\_\_

NOTARY PUBLIC

MY COMMISSION EXPIRES \_\_\_\_\_

## Notes

1. OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY FOR LAND TITLE GUARANTEE COMPANY COMMITMENT NUMBER K25160614-3, DATED NOVEMBER 8, 2018 AT 5:00 P.M., WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS MAP. THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE COMMITMENT.
2. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS MAP WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
3. THIS ANNEXATION MAP IS VALID ONLY IF PRINT HAS SEAL AND SIGNATURE OF SURVEYOR.
4. BASIS OF BEARINGS: GPS DERIVED BEARINGS BASED ON A BEARING OF N00°18'27"W, A DISTANCE OF 2652.10 FEET ALONG THE WEST LINE OF SECTION 21, BETWEEN A FOUND 1" PIPE WITH 2" BRASS CAP "S.E. SEC. 20 T3N R68W 6TH P.M. 1995 A. MICHAEL HASCALL LS 23500" IN CONCRETE MONUMENT BOX AT THE SOUTHWEST CORNER OF SECTION 21 AND A FOUND #6 REBAR WITH 2" ALUMINUM CAP MICHAEL HASCALL T3S R68W 1/4 S20 S21 1994 PLS 23500" IN MONUMENT BOX AT THE WEST 1/4 CORNER OF SECTION 21, AS SHOWN HEREON. COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983 (NAD83). ALL BEARINGS SHOWN HEREON ARE RELATIVE THERETO.
5. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACTS ANY PUBLIC LAND SURVEY MONUMENT AND/OR BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE C.R.S. SEC 18-4-508. WHOEVER WILLFULLY DESTROYS, DEFACTS, CHANGES, OR REMOVES TO ANOTHER PLACE ANY SECTION CORNER, QUARTER-SECTION CORNER, OR MEANDER POST, ON ANY GOVERNMENT LINE OF SURVEY, OR WILLFULLY CUTS DOWN ANY WITNESS TREE OR ANY TREE BLAZED TO MARK THE LINE OF A GOVERNMENT SURVEY, OR WILLFULLY DEFACTS, CHANGES, OR REMOVES ANY MONUMENT OR BENCH MARK OF ANY GOVERNMENT SURVEY, SHALL BE FINED UNDER THIS TITLE OR IMPRISONED NOT MORE THAN SIX MONTHS, OR BOTH. 18 U.S.C. § 1858.
6. THE DISTANCE MEASUREMENTS SHOWN HEREON ARE U.S. SURVEY FOOT.
7. DATES OF FIELDWORK: MARCH 15-23 AND OCTOBER 15-18, 2018 (CREW CHIEF C. GAMET)
8. THE FOLLOWING DOCUMENTS ARE MENTIONED IN THE ABOVE REFERENCED TITLE DOCUMENT AND DO NOT APPEAR TO AFFECT THE SUBJECT PROPERTY BUT CANNOT BE SHOWN GRAPHICALLY. THE FOLLOWING LIST CONTAINS THE TITLE DOCUMENT EXCEPTION NUMBER, DATE RECORDED, RECEPTION NUMBER AND/OR BOOK AND PAGE.
 

|                   |                  |   |
|-------------------|------------------|---|
| #14 JULY 12, 1945 | BK 1157, PG 500  | AGREEMENT (NO SPECIFIC LOCATION GIVEN)    |
| #16 APRIL 3, 1980 | REC. NO. 1821279 | OIL AND GAS LEASE                         |
| JUNE 23, 2016     | REC. NO. 4213581 | POOLING AGREEMENT                         |
| #17 APRIL 3, 1980 | REC. NO. 1821280 | OIL AND GAS LEASE                         |
| #18 APRIL 7, 1985 | REC. NO. 1888054 | AFFIDAVIT                                 |
| #19 NOV. 23, 1982 | REC. NO. 1909612 | RIGHT OF WAY FOR DITCHES AND MAINTENANCE  |
| #21 APRIL 6, 1984 | REC. NO. 1963226 | OIL AND GAS LEASE                         |
| JUNE 23, 2016     | REC. NO. 4213581 | POOLING AGREEMENT                         |
| #26 MAY 26, 2016  | REC. NO. 4206904 | RIGHT OF WAY AND SURFACE DAMAGE AGREEMENT |

## Notes (cont.)

9. THE FOLLOWING DOCUMENTS ARE MENTIONED IN THE ABOVE REFERENCED TITLE DOCUMENT AND DO NOT APPEAR TO AFFECT THE SUBJECT PROPERTY. THE FOLLOWING LIST CONTAINS THE TITLE DOCUMENT EXCEPTION NUMBER, DATE RECORDED, RECEPTION NUMBER AND/OR BOOK AND PAGE.
 

|                   |                  |  |
|-------------------|------------------|--|
| #11 JUNE 30, 1905 | BK 228, PG 207   | RIGHT OF WAY (LOCATED IN SECTION 19)   |
| #12 NOV 8, 1930   | BK 902, PG 328   | MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY EASEMENT (LOCATED EAST OF RAILROAD R.O.W.) |
| #13 NOV 8, 1930   | BK 902, PG 329   | MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY EASEMENT (LOCATED EAST OF RAILROAD R.O.W.) |
| #15 AUG 22, 1960  | BK 1564, PG 463  | R.O.W. EASEMENT (LOCATED TO EAST)  |
| #20 JAN 14, 1983  | REC. NO. 1914355 | GRANT OF EASEMENT (LOCATED IN THE NW1/4 OF SECTION 21)                                     |
| #21 MAY 4, 2007   | REC. NO. 3473771 | PIPE LINE EASEMENT TO LONGS PEAK WATER DISTRICT (LOCATED TO THE NORTHEAST)                 |
10. FLOOD INFORMATION: THE SUBJECT PROPERTY IS LOCATED IN ZONE X UNSHADED, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP; COMMUNITY-PANEL NO. 08123C-1860 E, DATED JANUARY 20, 2018. FLOOD INFORMATION IS SUBJECT TO CHANGE

## Surveyor's Certificate

I, JOHN B. GUYTON, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ANNEXATION MAP SHOWN HEREON IS A CORRECT DELINEATION OF THE ABOVE DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE-SIXTH (1/6) OF THE PERIPHERAL BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE TOWN OF MEAD, 1,638.55 FEET CONTIGUOUS, 7,707.31 PERIMETER FEET.

I FURTHER CERTIFY THAT THIS MAP AND LEGAL DESCRIPTION WERE PREPARED UNDER MY PERSONAL SUPERVISION ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

BY: JOHN B. GUYTON  
COLORADO P.L.S. # 16406  
CHAIRMAN & CEO, FLATIRONS, INC

## Planning Commission Certificate:

RECOMMENDED FOR APPROVAL/DENIAL BY THE MEAD PLANNING COMMISSION THIS DAY OF \_\_\_\_\_ 20\_\_\_\_

CHAIRMAN

ATTEST: \_\_\_\_\_  
PLANNING COMMISSION SECRETARY

## Certificate of Approval by the Board of Trustees

THIS ANNEXATION MAP OF GOPHER RV PARK AND CAMPGROUND ANNEXATION TO THE TOWN OF MEAD IS APPROVED AND ACCEPTED BY ORDINANCE NO. \_\_\_\_\_ PASSED AND ADOPTED AT THE REGULAR MEETING OF THE BOARD OF TRUSTEES OF MEAD, COLORADO, HELD ON \_\_\_\_\_, 20\_\_\_\_, AND RECORDED ON \_\_\_\_\_, AT RECEPTION NO. \_\_\_\_\_

IN THE RECORDS OF THE CLERK AND RECORDER OF WELD COUNTY, COLORADO BY THE BOARD OF TRUSTEES OF MEAD, COLORADO.

\_\_\_\_\_ MAYOR

ATTEST: \_\_\_\_\_  
TOWN CLERK

## Recorder's Certificate:

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF WELD COUNTY AT \_\_\_\_\_ A.M. ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_ IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, RECEPTION NO. \_\_\_\_\_

\_\_\_\_\_ COUNTY CLERK AND RECORDER      \_\_\_\_\_ DEPUTY

|  |               |
|--|---------------|
| DATE   | 2018-10-31 EP |
| REVISION   |               |
| REVISIONS PER CLIENT   |               |
| 1  |               |
| 2  |               |
| 3  |               |
| 4  |               |
| 5  |               |
| 6  |               |
| 7  |               |
| 8  |               |
| 9  |               |
| 10   |               |
| ANNEXATION MAP   |               |
|  |               |
| Surveying, Engineering & Geomatics<br>www.flatironsinc.com<br>3825 IRLS AVE. STE. 395      4501 LOGAN ST.<br>BOULDER, CO 80301      DENVER, CO 80216<br>PH: (303) 443-7001      PH: (303) 936-6987<br>FAX: (303) 443-9830      FAX: (303) 923-3180 |               |
|  |               |
| DRAFT<br>WORKING COPY ONLY<br>ONLY FINAL VERSION<br>WILL HAVE STAMP<br>AND SIGNATURE   |               |
| JOB NUMBER:  | 18-71,117     |
| DATE:  | 11-29-2018    |
| DRAWN BY:  | E. PRESCOTT   |
| CHECKED BY:  | JK/WW/JZG     |
| SHEET 1 OF 2   |               |



# GOPHER RV PARK AND CAMPGROUND ANNEXATION TO THE TOWN OF MEAD, WELD COUNTY, COLORADO

A PART OF THE SOUTHWEST 1/4 OF SECTION 21, AND THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH P.M., MEAD, COLORADO COUNTY OF WELD, STATE OF COLORADO

SHEET 2 OF 2

| REVISION | DATE          |
|----------|---------------|
| 1        | 2018-10-31 EP |
| 2        |               |
| 3        |               |
| 4        |               |
| 5        |               |
| 6        |               |
| 7        |               |
| 8        |               |
| 9        |               |

ANNEXATION MAP

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**Flatirons, Inc.**  
 Surveying, Engineering & Geomatics  
 www.flatironsinc.com

3825 IRLS AVE, STE. 395  
 BOULDER, CO 80501  
 PH: (303) 443-7001  
 FAX: (303) 443-9830

4501 LOGAN ST.  
 DENVER, CO 80216  
 PH: (303) 936-6987  
 FAX: (303) 923-3180



**DRAFT**  
 WORKING COPY ONLY  
 ONLY FINAL VERSION  
 WILL HAVE STAMP  
 AND SIGNATURE

JOB NUMBER:  
18-71,117

DATE:  
11-29-2018

DRAWN BY:  
E. PRESCOTT

CHECKED BY:  
JK/W/JZG





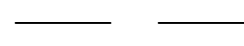
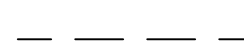


SHEET 2 OF 2

### Boundary Closure Report

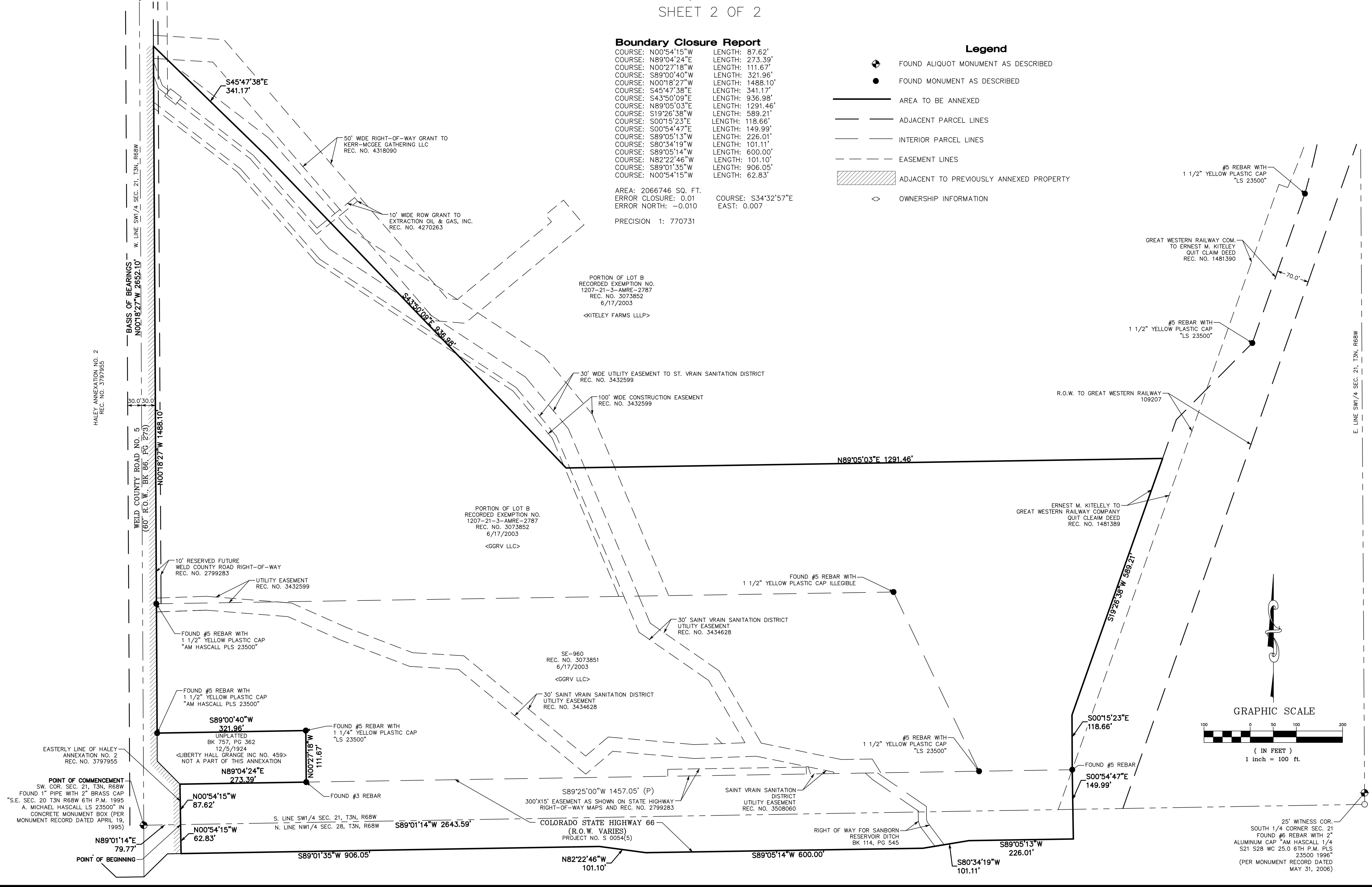
|                     |                  |
|---------------------|------------------|
| COURSE: N00°54'15"W | LENGTH: 87.62'   |
| COURSE: N89°04'24"E | LENGTH: 273.39'  |
| COURSE: N00°27'18"W | LENGTH: 111.67'  |
| COURSE: S89°00'40"W | LENGTH: 321.96'  |
| COURSE: N00°18'27"W | LENGTH: 1488.10' |
| COURSE: S45°47'38"E | LENGTH: 341.17'  |
| COURSE: S43°50'09"E | LENGTH: 936.98'  |
| COURSE: N89°05'03"E | LENGTH: 1291.46' |
| COURSE: S19°26'38"W | LENGTH: 589.21'  |
| COURSE: S00°15'23"E | LENGTH: 118.66'  |
| COURSE: S00°54'47"E | LENGTH: 149.99'  |
| COURSE: S89°05'13"W | LENGTH: 226.01'  |
| COURSE: S80°34'19"W | LENGTH: 101.11'  |
| COURSE: N82°22'46"W | LENGTH: 101.10'  |
| COURSE: S89°01'35"W | LENGTH: 906.05'  |
| COURSE: N00°54'15"W | LENGTH: 62.83'   |

AREA: 2066746 SQ. FT.  
 ERROR CLOSURE: 0.01  
 ERROR NORTH: -0.010  
 COURSE: S34°32'57"E  
 EAST: 0.007  
 PRECISION 1: 770731

### Legend

-  FOUND ALIQUOT MONUMENT AS DESCRIBED
-  FOUND MONUMENT AS DESCRIBED
-  AREA TO BE ANNEXED
-  ADJACENT PARCEL LINES
-  INTERIOR PARCEL LINES
-  EASEMENT LINES
-  ADJACENT TO PREVIOUSLY ANNEXED PROPERTY
-  OWNERSHIP INFORMATION

W 1/4 COR. SEC. 21  
 FOUND #6 REBAR WITH  
 2" ALUMINUM CAP  
 "A. MICHAEL HASCALL 135  
 R68W 1/4 S20 S21 1994  
 PLS 23500"  
 IN MONUMENT BOX, (PER  
 MONUMENT RECORD DATED  
 MARCH 14, 1995)



BYEPRESGOTT FILE71117-ANNEXATION C19.DWG DATE:10/1/2018 10:00 AM



## Agenda Item Summary (AIS)

**MEETING DATE:** Board of Trustees – January 13, 2020

**SUBJECT:** MWD Administrative Plat

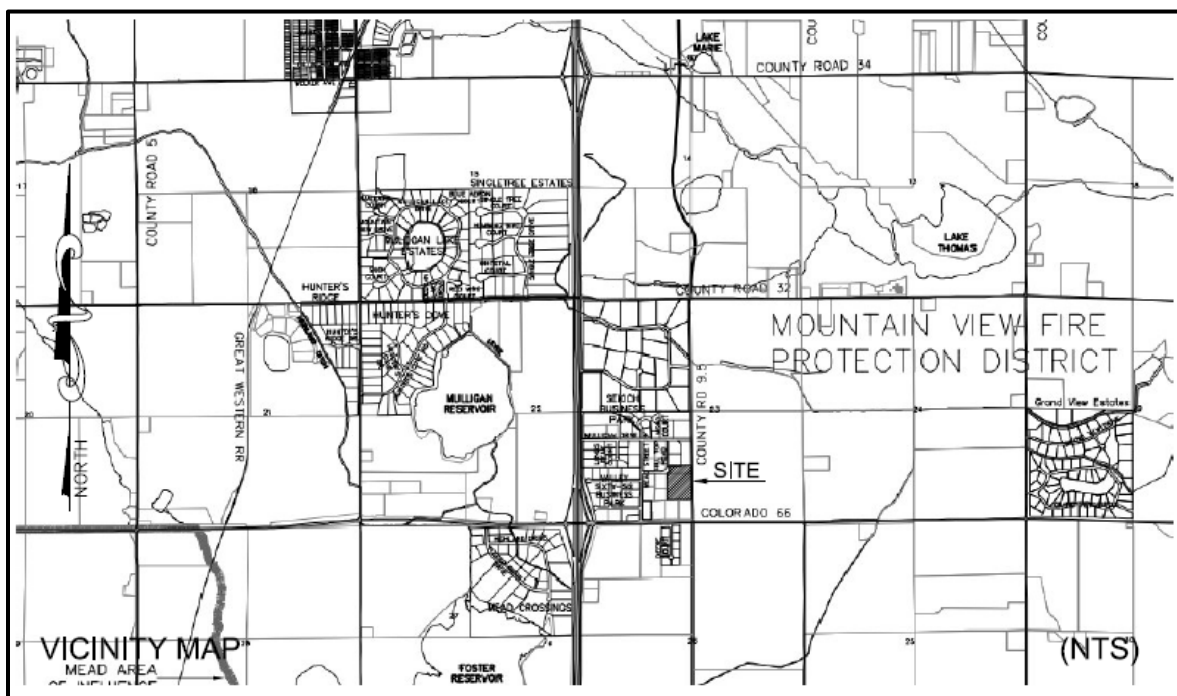
**PRESENTED BY:** Jeremiah Fettig, Planner I

**ATTACHMENTS:**

1. Ordinance No. 925
2. Administrative Plat

### SUMMARY STATEMENT

This is a request for the Board of Trustees to ratify staff's administrative approval of the MWD Administrative Plat application, which proposes to transfer approximately three acres from the MWD property (14133 WCR 9 ½) to the adjacent Zak Dirt property (14290 Hilltop Rd.) by relocating the shared lot line 227.86 feet to the south.





## **DETAIL OF REQUEST**

---

|                          |   |
|--------------------------|---|
| <b>Applicant(s):</b>     | MWD Investments, LLC; Sewczak Kerry K Revocable Trust |
| <b>Owner(s):</b>         | MWD Investments, LLC; Sewczak Kerry K Revocable Trust |
| <b>Location(s):</b>      | 14133 WCR 9 ½; 14290 Hilltop Rd.                      |
| <b>Zoning:</b>           | Light Industrial (LI)                                 |
| <b>Comp. Plan:</b>       | Planned Industrial Mixed Use (PI)                     |
| <b>Surrounding Uses:</b> |   |
| North                    | Light Industrial, Sekich Business Park – Town of Mead |
| South                    | Light Industrial, Sekich Business Park – Weld County  |
| East                     | Mixed Use (commercial/residential) – Town of Mead     |
| West                     | Light Industrial, Sekich Business Park – Town of Mead |

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### **Overview:**

This is a request for the Board of Trustees to ratify Town staff’s administrative approval of the MWD Administrative Plat application. The subject properties are generally located north and west of the intersection between State Highway 66 and Weld County Road 9 ½. This application proposes to transfer approximately three acres from the MWD property (14133 WCR 9 ½) to the adjacent Zak Dirt property (14290 Hilltop Rd.) by relocating the shared lot line 227.86 feet to the south. Pursuant to Section 16-4-110, this application is eligible for processing as an administrative plat, also known as a “lot-line adjustment.”

### **Review Criteria:**

Staff has reviewed the application and found it to comply with Section 16-4-110 of the Land Use Code (“Code”) of the Mead Municipal Code (“MMC”), which contains the review criteria for administrative plats. The review criteria and staff’s explanation of how each criterion have been met are as follows:

***1. The administrative plat represents a functional system of land use and is consistent with the review criteria set forth in this Code and the Town Comprehensive Plan.***

The existing lot configuration represents a functional system of land use, which will not be impeded by the proposed administrative plat. The proposed plat would transfer approximately three acres from the MWD property to the adjacent Zak Dirt property by moving the properties’ shared lot line 227.86 feet to the south, thereby providing room for Zak Dirt to expand its operations, as may be desired in the future. The resulting lot configuration will meet all applicable requirements and standards of the Code and Comprehensive Plan. Any additional development proposed by either lot





owner would be subject to review under a separate site plan application and applicable regulations at that time.

**2. *The development will substantially comply with this Code.***

The existing development substantially complies with the Code. This administrative plat only serves to transfer acreage between two existing lots and will not result in the creation of any additional lots. No new construction on either lot is currently proposed and, if this request is approved, both lots will meet all applicable standards regarding setbacks, lot coverage and access. The administrative plat document contains the information required in Section 16-4-110 of the MMC, including north arrow, vicinity map, address, title, legal description, number of lots, survey monuments and other relevant data. Other requirements governing additional construction on the site (architecture, landscaping, etc.) will be met through separate site plan approval processes. Both property owners have renewed previous agreements with the Town requiring them to relocate and upgrade existing fencing abutting WCR 9 ½ as that roadway is widened in the future. The executed agreement is on file at Town Hall.

**3. *All applicable technical standards have been met.***

The administrative plat document contains the information required in Section 16-4-110 of the MMC, including north arrow, vicinity map, address, title, legal description, number of lots, survey monuments, and other relevant data. Further technical standards for development of the site have been or will be met through separate subdivision and/or site plan approval processes.

**Other Legal Considerations:**

The application complies with all of the requirements related to processing and notification set forth in Section 16-4-110 of the Land Use Code.

**Alternatives/Options:**

The Board may adopt Ordinance No. 925 ratifying staff's approval of the MWD Administrative Plat application, add conditions to Ordinance No. 925, or choose not to adopt Ordinance No. 925.

**Staff Recommendation:**

Staff recommends that the Board of Trustees adopt Ordinance No. 925, ratifying staff's approval of the MWD Administrative Plat application.

Suggested motion: "I move to adopt Ordinance No. 925 – an ordinance of the Town of Mead Colorado, approving the MWD Administrative Plat."

**TOWN OF MEAD, COLORADO  
ORDINANCE NO. 925**

**AN ORDINANCE OF THE TOWN OF MEAD, COLORADO,  
APPROVING THE MWD ADMINISTRATIVE PLAT**

**WHEREAS**, the Town of Mead is authorized pursuant to Title 31, Article 23, C.R.S. and the Town of Mead Land Use Code to regulate the subdivision of land; and

**WHEREAS**, MWD Investments LLC, a Colorado limited liability company with offices at 7901 Shaffer Parkway, Littleton, Colorado 80127, and Kerry K. Sewczak Revocable Trust, located at 14290 Hilltop Road, Mead, Colorado 80504 (together, the “Applicant”) have submitted an application for an administrative plat designated as the MWD ADMINISTRATIVE PLAT (“Administrative Plat”) for property consisting of 10.623 acres, more or less, and generally located northwest of the intersection between Weld County Road 9.5 and State Highway 66, and more particularly described in Exhibit A, attached hereto and incorporated herein (the “Property”); and

**WHEREAS**, the Applicant is the record owner of the Property; and

**WHEREAS**, Section 16-4-110 of the Mead Municipal Code (“MMC”) authorizes administrative staff review and approval of the Administrative Plat, subject to confirmation by the Board of Trustees through the adoption of an ordinance approving the Administrative Plat; and

**WHEREAS**, the Applicant is proposing the Administrative Plat in order to adjust the lot line between Lot 9, Block 2 and Lot 5, Block 4 of the Sekich Business Park; and

**WHEREAS**, the administrative record for this matter includes, but is not limited to, the Town of Mead Land Use Code, the Town of Mead Comprehensive Plan, all other applicable ordinances, resolutions and regulations, the staff files and reports of the Planning Director and Town Engineer related to the Administrative Plat, any and all submittals by the Applicant and members of the public, and the tape recordings and minutes of the Board of Trustees meeting at which the Administrative Plat was considered; and

**WHEREAS**, the Applicant has agreed to all conditions of approval as stated in this ordinance; and

**WHEREAS**, the Board of Trustees has determined that the Administrative Plat meets all applicable requirements of the Town of Mead Land Use Code and MMC and that the review criteria set forth in Section 16-4-110(3)(f) of the MMC have been satisfied; and

**WHEREAS**, the Board of Trustees has further determined that approval of the Administrative Plat will advance the public health, safety, convenience and general welfare of the residents of the Town, subject to the conditions of approval as hereinafter set forth.



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

**Section 1.** The Administrative Plat designated as the MWD ADMINISTRATIVE PLAT, be approved subject to the following conditions of approval:

- a. Prior to and as a condition of recordation of the Administrative Plat, the Applicant shall resolve/correct any minor technical issues as directed by Town Staff; and
- b. The Applicant shall pay all fees and costs incurred by the Town and its consultants, including without limitation legal fees and costs, for review and processing of the Administrative Plat application within forty-five (45) days of receiving an invoice from the Town. If the fees and costs are not paid within forty-five (45) days of receiving an invoice, the Town may withhold issuance of building permits or further approvals until the invoices have been paid.
- c. The Applicant shall pay recording fees and other costs billed by the Town, as authorized by Section 16-4-110(3)(h)(1) of the MMC.
- d. The Applicant shall cause to be recorded a final executed version of the applicable Site Improvement Agreement with the Town, and any documents incidental thereto.

**Section 2.** Subject to review and approval of the Administrative Plat mylar by the Town Staff, and satisfaction of the conditions set forth in a. through d. in Section 1 above, the Mayor and other Town officials, as applicable, are hereby authorized to sign the Administrative Plat mylar and cause the same to be recorded in the real property records of Weld County, Colorado.

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

**Section 4. Certification.** The Town Clerk shall certify to the passage of this ordinance and make not less than one copy of the adopted ordinance available for inspection by the public during regular business hours.

**Section 5. 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 6. 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 ordinances or resolutions, nor revive any ordinances or resolutions thereby.

**INTRODUCED, READ, PASSED, AND ADOPTED THIS 13TH DAY OF JANUARY, 2020.**

**ATTEST:**

**TOWN OF MEAD**

By: \_\_\_\_\_  
Mary E. Strutt, MMC, Town Clerk

By: \_\_\_\_\_  
Colleen G. Whitlow, Mayor

**MWD ADMINISTRATIVE PLAT  
SITE IMPROVEMENT AGREEMENT**

**This Site Improvement Agreement** (“Agreement”) is made and entered into by and between the Town of Mead, Colorado, a Colorado municipal corporation whose address is 441 Third Street, Mead, Colorado 80542 (the “Town”), MWD Investments LLC, a Colorado limited liability company with offices at 7901 Shaffer Parkway, Littleton, Colorado 80127 (“MWD”), and Kerry K. Sewczak Revocable Trust, located at 14290 Hilltop Road, Mead, Colorado 80504 (“Sewczak”). MWD, Sewczak, and the Town are each referred to individually as a “Party” or together as the “Parties.” This Agreement shall be effective as of the date of mutual execution hereof by the Parties (“Effective Date”).

**RECITALS**

**WHEREAS**, MWD and Sewczak each owns certain real property, contiguous to the other, and located in the Town of Mead, Colorado, together being more particularly described in **Exhibit A** (the “Property”), and individually being more particularly described in Exhibit B ( the “MWD Property”) and Exhibit C (the “Sewczak Property”), all such exhibits being attached hereto and incorporated herein by this reference; and

**WHEREAS**, MWD and Sewczak have submitted the MWD Administrative Plat (“Plat”) to the Town seeking an administrative re-plat of the Property; and

**WHEREAS**, MWD and Sewczak have each conveyed certain additional right-of-way to the Town for Weld County Road No. 9.5 (collectively, the “Additional ROW”) as specifically described in those certain general warranty deeds, recorded on \_\_\_\_\_, 20\_\_ at Reception Nos. \_\_\_\_\_ (as to MWD) and \_\_\_\_\_ (as to Sewczak) in the Weld County real property records (together, the “ROW Deeds”); and

**WHEREAS**, there is an existing fence (“Existing Fence”) that is located within the Additional ROW and is currently out of compliance with applicable *Mead Municipal Code* (“Code”) requirements regarding opacity; and

**WHEREAS**, Code Section 16-3-50 requires opaque screening with a wall or fence for industrial and outdoor storage uses, and MWD and Sewczak each desire to bring those portions of the Existing Fence lying adjacent to their respective portions of the Property into compliance with the Code within the timeframe required by this Agreement; and

**WHEREAS**, the Town desires that the Existing Fence be relocated or removed from the Additional ROW at the time of expansion of Weld County Road 9.5.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing, the Parties hereto promise, covenant, and agree as follows:



1. GENERAL TERMS AND OBLIGATIONS.

- 1.1 Term. This Agreement shall be effective as of the Effective Date and shall continue until completion of the relocation or reconstruction of the Existing Fence outside of the Additional ROW in compliance with the Code. Notwithstanding the foregoing, should either MWD or Sewczak complete its individual obligations under this Agreement prior to the other so doing, the Town shall cooperate in the preparation and recording of an appropriate document to release the Party completing its obligations from this Agreement.
- 1.2 Compliance with Laws and Permits. MWD and Sewczak, individually, shall conduct all activities in connection with their respective obligations under this Agreement in compliance with the then-applicable laws and shall obtain and comply with any required licenses and permits. Notwithstanding this Section 1.2, the version of Code Section 16-3-50(11) in effect at the time of the Effective Date shall apply to all activities in connection with this Agreement except as provided in Section 2.1 herein.
- 1.3 Insurance. MWD and Sewczak shall, through contract requirements and other normal means, guarantee and furnish to the Town proof that all employees, contractors, sub-contractors, and engineers engaged in the design, relocation, or re-construction of those portions of the Existing Fence for which each is individually responsible are covered by adequate Workers Compensation Insurance and general liability insurance (and professional liability insurance for engineers and designers). Failure to provide proof of insurance may result in the suspension of development activities by the Town, including but not limited to, the issuance of building permits and certificates of occupancy.
- 1.4 OSHA Compliance. MWD and Sewczak shall, through contract requirements and other normal means, guarantee and furnish to the Town proof that all employees and contractors engaged in the design, relocation, or reconstruction of those portions of the Existing Fence for which each is individually responsible are required to comply with all provisions of the Federal Occupational Safety and Health Act (OSHA).

2. IMPROVEMENTS TO AND RELOCATION OR RECONSTRUCTION OF EXISTING FENCE.

- 2.1 Interim Improvements. Until such time that the Existing Fence is relocated or reconstructed outside of the Additional ROW in accordance with this Agreement, MWD and Sewczak each agrees to make those portions of the Existing Fence for which each is individually responsible no less than 96% opaque per Exhibit D at its sole expense.
- 2.2 Relocation or Reconstruction of Existing Fence. MWD and Sewczak shall each design, relocate, or reconstruct, at its own expense, those portions of the Existing Fence for which each is individually responsible (i.e., those portions lying adjacent to its respective portion of the Property) upon advance written notice by the Town and in

compliance with any timeframes specified therein. Such relocation or reconstruction shall be to a location on their respective portions of the Property outside of the Additional ROW. The Existing Fence shall be removed from the Additional ROW upon commencement of the expansion of Weld County Road 9.5 and no later than ninety (90) days from date of Town notice pursuant to this Section 2.2.

3. **OBSTRUCTION OF ADDITIONAL ROW.** At all times prior to relocation or reconstruction of the Existing Fence in accordance with this Agreement, MWD and Sewczak each agrees to prevent the existence of any nuisances or obstructions in connection with the Additional ROW lying adjacent to its respective portion of the Property, including but not limited to trash, debris, and wind or water erosion. If the applicable Party does not abate nuisances or remove obstructions occurring in such Additional ROW, or if an emergency exists, to be determined by the Town in its sole discretion, the Town may abate any nuisance or remove the obstruction at the applicable Party's expense.

4. **MISCELLANEOUS TERMS.**

4.1 Breach of Agreement; Default. In the event that MWD or Sewczak, as applicable, should fail to timely comply with any of the terms, conditions, covenants and undertakings of this Agreement, the Town in its sole discretion may declare the applicable Party in default and after giving twenty (20) days written notice, may remove those portions of the Existing Fence for which such Party is responsible, at such Party's sole expense, and exercise all other remedies available to the Town. Such removal shall not excuse any noncompliance with Code requirements by the defaulting Party, and such Party shall be responsible for continuing compliance at its sole expense. In addition, the Town may withhold any additional building permits, certificates of occupancy, or provision of new utilities, fixtures or services until the removal of the applicable portions of the Existing Fence. Any cost incurred by the Town including, but not limited to, administrative costs and reasonable attorneys' fees, in pursuit of any remedies due to the breach by the defaulting Party, and any costs of removal performed by the Town, shall be paid by such defaulting Party. Failure to timely remove and relocate or reconstruct any portion of the Existing Fence which failure is solely due to inclement weather, acts of God, material shortages, labor strikes, and other matters not within the responsible Party's control shall not be considered a breach of the Agreement.

4.2 Reimbursement. The Town agrees to cooperate in good faith with MWD and Sewczak to facilitate reimbursement of the costs of relocation or reconstruction of their respective portions of the Existing Fence. Potential funding sources may include funding from the Mead Urban Renewal Authority. Notwithstanding the foregoing, the Town shall not be liable for reimbursement of any costs associated with design, relocation, or reconstruction of any portion of the Existing Fence.

4.3 Indemnification and Release of Liability.



- (a) General Liability. MWD and Sewczak each agrees to indemnify and hold harmless the Town, its officers, employees, agents, and servants, and to pay any judgments rendered against said persons because of any suit, action or claim caused by, arising from, or due to acts or omissions by it, its officers, employees, agents, consultants, contractors, and subcontractors in connection with the location within the Additional ROW of those portions of the Existing Fence for which each is responsible, or their relocation or reconstruction elsewhere, and to pay to the Town and said persons their reasonable expenses, including but not limited to, reasonable attorneys' fees and reasonable expert witness fees, incurred in defending any such suit, action or claim; provided, however, that MWD's and Sewczak's respective obligations herein shall not apply to the extent said suit, action or claim results from any acts or omissions of officers, employees, agents or servants of the Town or conformance with requirements imposed by the Town. MWD and Sewczak acknowledge that the Town's review and acceptance of plans for re-platting of the Property is done in furtherance of the general public's health, safety and welfare and that no immunity is waived and that no specific relationship with, or duty of care to, MWD or Sewczak or a third party is assumed by such review or acceptance.
- 4.4 Governmental Immunities Act. The Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any rights, immunities and protection provided by the Colorado Governmental Immunities Act (C.R.S. §24-10-101, et seq.) as may be amended from time to time, or otherwise available to the Town, its officers, agents, employees, attorneys, engineers, planners, indemnifiers and insurers.
- 4.5 Binding Effect of Agreement. This Agreement shall run with the land and shall insure to the benefit of and be binding upon the successors and assigns of the Parties hereto.
- 4.6 Assignment, Delegation and Notice. MWD and any of MWD's successors shall, until written Town acceptance of any assignment and assumption of this Agreement as to the MWD Property, be jointly and severally liable for the obligations of MWD under this Agreement. Likewise, Sewczak and any of Sewczak's successors shall, until written Town acceptance of any assignment and assumption of this Agreement as to the Sewczak Property, be jointly and severally liable for the obligations of Sewczak under this Agreement. Town acceptance of any proposed assignment and assumption shall be withheld until all reimbursements to the Town have been made for obligations incurred by the Town in connection with those portions of the Existing Fence for which the Party requesting to assign its obligations is responsible.
- 4.7 Modification and Waiver. Except with respect to a release pursuant to subsection 1.1 hereof, no modification of the terms of this Agreement shall be valid unless all Parties mutually agree in writing to such modification, and no waiver of the breach of the

provisions of any section of this Agreement shall be construed as a waiver of any subsequent breach of the same section or any other sections contained herein.

- 4.8 Addresses for Notice. Any notice or communication required or permitted hereunder shall be given in writing and personally delivered, or sent by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

If to the Town:  
Town of Mead  
c/o Town Manager  
P.O. Box 626  
Mead, Colorado 80542

With copy to:  
Michow Cox & McAskin LLP  
Attn: Town of Mead Town Attorney  
6530 South Yosemite Street, Suite 200  
Greenwood Village, Colorado 80111

If to MWD:

MWD Investments LLC  
7901 Shaffer Parkway  
Littleton, Colorado 80127

If to Sewczak:

Kerry K. Sewczak Revocable Trust  
14290 Hilltop Road  
Mead, Colorado 80504

- 4.9 Force Majeure. Whenever an agreed upon deadline requires MWD or Sewczak to complete design, relocation, or reconstruction of its respective portions of the Existing Fence, said deadline shall be extended for a reasonable time if the performance cannot as a practical matter be completed in a timely manner due to acts of God or other circumstances constituting force majeure or beyond the reasonable control of the applicable Party.
- 4.10 Previous Agreements. All previous written and recorded agreements between the Parties, their successors and assigns, including but not limited to any annexation agreement, shall remain in full force and effect and shall control development applications in relation to the Property. If any prior agreement conflict with this Agreement, then this Agreement controls.
- 4.11 Title and Authority. MWD and Sewczak each warrants to the Town that they are the record owners of their respective portions of the Property (as referenced in the first

Recital hereof and described in the attached Exhibits), or are acting in accordance with the currently valid and unrevoked power of attorney of the record owner (any applicable power of attorney attached hereto). The undersigned further warrant to have full power and authority to enter into this Agreement.

- 4.12 Severability. This Agreement is to be governed and construed according to the laws of the State of Colorado, with venue in the District Court for Weld County. In the event that upon request of MWD or Sewczak or any agent thereof, any provision of the Agreement is held to be a violation of municipal, state, or federal laws and rendered unenforceable, the Town, in its sole discretion, may determine whether the remaining provisions will or will not remain in force.
- 4.13 Original Counterparts. This Agreement may be executed in counterparts, each of which will be an original, but all of which together shall constitute one and the same instrument.

*[Remainder of page left intentionally blank.]*



THIS AGREEMENT is executed and made effective as provided above.

**TOWN OF MEAD, COLORADO**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of execution: \_\_\_\_\_, 2020

ATTEST:

\_\_\_\_\_  
Town Clerk

APPROVED AS TO FORM (*excluding exhibits*):

\_\_\_\_\_  
Town Attorney

*[Town signature page.]*

**MWD INVESTMENTS LLC, a Colorado limited liability company:**

By: Shawn T McLaughlin  
Printed Name: Shawn T McLaughlin  
Title: Manager  
Date of execution: Jan 3, 2020

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Jefferson )

The foregoing Site Improvement Agreement was subscribed, sworn to and acknowledged before me this 3<sup>rd</sup> day of January, 2020, by Shawn T McLaughlin as manager of MWD Investments LLC, a Colorado limited liability company.

My commission expires: May 2, 2022

(SEAL)



Jazmine Curiel  
Notary Public

[MWD Investments LLC signature page.]

**KERRY K. SEWCZAK REVOCABLE TRUST:**

By: Kerry K Sewczak

Printed Name: Kerry K. Sewczak

Title: Trustee

Date of execution: Jan, 6, 20<sup>20</sup>~~19~~<sup>128</sup>

STATE OF COLORADO )

) ss.

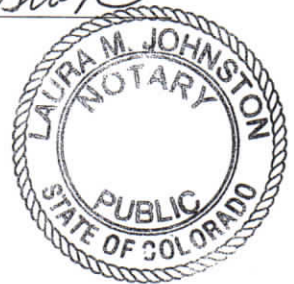
COUNTY OF WELD )

The foregoing Site Improvement Agreement was subscribed, sworn to and acknowledged before me this 6<sup>th</sup> day of JANUARY, 2020, by KERRY K SEWCZAK as TRUSTEE of Kerry K. Sewczak Revocable Trust. SEWCZAK

My commission expires: 6/19/2020

(SEAL)

Laura M Johnston  
Notary Public



[Kerry K. Sewczak Revocable Trust signature page.]



**EXHIBIT A**  
**The Property**

PARCEL ONE:

Lot 5, Block 4, Sekich Business Park, as per the plat thereof recorded April 19, 1983 at Reception No. 1923948, EXCEPTING therefrom those parcels conveyed by the following Deeds recorded August 26, 2013 at Reception Nos. 3958871, 3958872, 3958873, and 3958874, County of Weld, State of Colorado.

PARCEL TWO:

Lot 9, Block 2, Sekich Business Park, a P.U.D. tract located in the SW ¼ of Section 23, Township 3 North, Range 68 West of the 6<sup>th</sup> P.M., Weld County, Colorado, said lot being more particularly described as follows:

Beginning at the Northwest corner of Block 2, Sekich Business Park, according to the recorded plat thereof, and with all bearings contained herein relative thereto; Thence along the North line of said Block 2, North 89°43'01" East, 619.37 feet; Thence South 00°14'44" East, 609.88 feet to the True Point of Beginning; Thence North 89°42'07" East, 528.37 feet; Thence South 00°46'27" East, 172.62 feet; Thence South 89°42'07" West, 529.97 feet; Thence North 00°14'44" West, 172.61 feet to the True Point of Beginning.

**EXHIBIT B**  
**MWD Property**

Lot 5, Block 4, Sekich Business Park, as per the plat thereof recorded April 19, 1983 at Reception No. 1923948, EXCEPTING therefrom those parcels conveyed by the following Deeds recorded August 26, 2013 at Reception Nos. 3958871, 3958872, 3958873, and 3958874,  
County of Weld, State of Colorado.

**EXHIBIT C**  
**Sewczak Property**

Lot 9, Block 2, Sekich Business Park, a P.U.D. tract located in the SW ¼ of Section 23, Township 3 North, Range 68 West of the 6<sup>th</sup> P.M., Weld County, Colorado, said lot being more particularly described as follows:

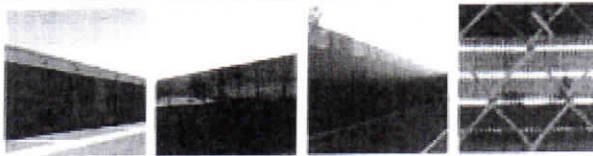
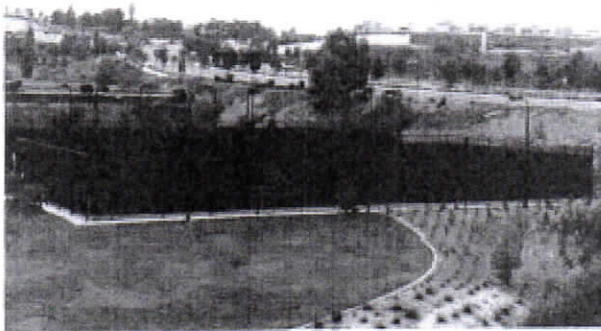
Beginning at the Northwest corner of Block 2, Sekich Business Park, according to the recorded plat thereof, and with all bearings contained herein relative thereto; Thence along the North line of said Block 2, North 89°43'01" East, 619.37 feet; Thence South 00°14'44" East, 609.88 feet to the True Point of Beginning; Thence North 89°42'07" East, 528.37 feet; Thence South 00°46'27" East, 172.62 feet; Thence South 89°42'07" West, 529.97 feet; Thence North 00°14'44" West, 172.61 feet to the True Point of Beginning.



## EXHIBIT D

As per the Resubmittal Instructions dated September 13, 2019 - Under Comments - Item No. 9. Both parties subject to this requirement hereby request that the material to be utilized to create the Opaue fencing proposed to be installed shall be as follows:

### SIGNATURE WOVEN



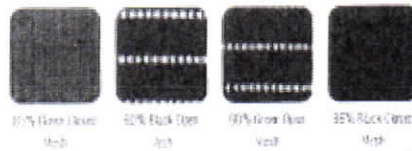
Perfect for golf courses, baseball fields, tennis courts, personal privacy or protection. This high quality polypropylene fabric is available in two colors: Dark green and black. Signature woven comes in two standard heights 5'8" and 7'8" tall. All lengths are custom made. These excellent privacy screens are "In Stock" and available for immediate shipment.

Choose your "Sight Blockage" percentage with 90% green or black, 96% green or black or 85% green. Seam covers are also available. Taped hems, and grommets all around on 2' centers.

- Available in Custom Sizes
- Privacy in 85%, 90% & 96%
- Available in Open & Closed Options
- Reinforced Binding & Grommets
- Silkscreen Printing Available

| FABRIC        | OPACITY | WEIGHT           | TENSILE STRENGTH |          | BURST STRENGTH |
|---------------|---------|------------------|------------------|----------|----------------|
|               |         |                  | WARP             | FILL     |                |
| Polypropylene | 85%     | 1.3 lbs./sq. ft. | 300 lbs.         | 200 lbs. | 165 lbs.       |
| Polypropylene | 90%     | 1.5 lbs./sq. ft. | 340 lbs.         | 230 lbs. | 192 lbs.       |
| Polypropylene | 96%     | 2.1 lbs./sq. ft. | 467 lbs.         | 330 lbs. | 272 lbs.       |

#### MATERIALS



Following recordation, return to:

Town Clerk  
Town of Mead  
441 Third Street  
P.O. Box 626  
Mead, CO 80542

**NO DOCUMENTARY FEE REQUIRED PER C.R.S. § 39-13-104(1)(a)**

**GENERAL WARRANTY DEED  
[Conveyance of Right-of-Way to Town of Mead]**

KERRY K. SEWCZAK REVOCABLE TRUST, whose street address is 14290 Hilltop Road, Mead, Colorado 80504 (“**Grantor**”), for the consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, hereby sells and conveys to the **TOWN OF MEAD**, a municipal corporation of the State of Colorado (“**Grantee**”), whose address is 441 Third Street, Mead, CO 80542, the following real property in the County of Weld and State of Colorado, to wit:

ROW PARCEL

as specifically described in **Exhibit A** attached hereto and incorporated herein by reference,

TOGETHER with all its appurtenances, and warrants the title to the same.

Signed this 6<sup>th</sup> day of January, 2019<sup>20 KS</sup>.

KERRY K. SEWCZAK REVOCABLE TRUST

By: *Kerry K. Sewczak*  
Name: Kerry K. Sewczak  
Title: Trustee

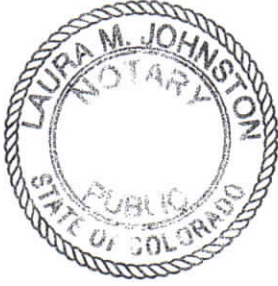
STATE OF COLORADO )  
 ) ss  
COUNTY OF WELD )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of JANUARY, 2019, <sup>20 Feb</sup>  
by KERRY K SEWCZAK as TRUSTEE of KERRY K. SEWCZAK  
REVOCABLE TRUST.

Witness my hand and official seal.

My commission expires: 6/11 9/2021.

Laura M Johnston  
Notary Public





**INTERMILL LAND SURVEYING, INC.**

1301 North Cleveland Avenue - Loveland, Colorado 80537

P: (970) 669-0516 - F: (970) 635-9775

E: intermill@qwestoffice.net

P-18-8726

January 3, 2020

**EXHIBIT 'A'**

**PROPERTY DESCRIPTION FOR PROPOSED RIGHT-OF-WAY DEDICATION  
(KERRY K. SEWCZAK REVOCABLE TRUST TO THE TOWN OF MEAD)**

Being a portion of that certain parcel of land as described in that certain Quit Claim Deed as filed for record January 28, 2000 in the real property records of the Office of the Clerk and Recorder of Weld County, Colorado at Reception No. 2746719 and also being a portion of Lot 9, Block 2, SEKICH BUSINESS PARK, according to that certain survey as filed for record July 10, 1989 in the real property records of the Office of the Clerk and Recorder of Weld County, Colorado at Reception No. 2184922, all being situate in the Southwest Quarter of Section 23, Township 3 North, Range 68 West of the 6th P.M., Town of Mead, County of Weld, State of Colorado being more particularly described as follows:

The Easterly Ten (10) Feet of that said parcel of land as described in that certain Quit Claim Deed as filed for record January 28, 2000 in the real property records of the Office of the Clerk and Recorder of Weld County, Colorado at Reception No. 2746719 and also being the Easterly Ten (10) Feet of said Lot 9, Block 2, SEKICH BUSINESS PARK, according to that certain survey as filed for record July 10, 1989 in the real property records of the Office of the Clerk and Recorder of Weld County, Colorado at Reception No. 2184922, Town of Mead, County of Weld, State of Colorado.

The above described parcel contains 1,724.2 Square Feet (0.04 Acres), more or less, and is subject to all existing easements and/or rights-of-ways of record now in use or of record.

Prepared By And On Behalf Of:

INTERMILL LAND SURVEYING, INC.

1301 North Cleveland Avenue

Loveland, Colorado 80537

P: (970) 669-0516

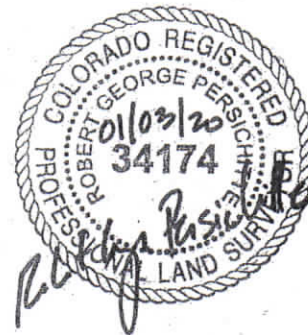
F: (970) 635-9775

E: intermill@qwestoffice.net

Robert George Persichitte

Colorado PLS No. 34174

Date: January 3, 2020



Following recordation, return to:

Town Clerk  
Town of Mead  
441 Third Street  
P.O. Box 626  
Mead, CO 80542

**NO DOCUMENTARY FEE REQUIRED PER C.R.S. § 39-13-104(1)(a)**

**GENERAL WARRANTY DEED**  
**[Conveyance of Right-of-Way to Town of Mead]**

MWD INVESTMENTS LLC, a Colorado limited liability company, whose street address is 7901 Shaffer Parkway, Littleton, CO 80127 (“**Grantor**”), for the consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, hereby sells and conveys to the **TOWN OF MEAD**, a municipal corporation of the State of Colorado (“**Grantee**”), whose address is 441 Third Street, Mead, CO 80542, the following real property in the County of Weld and State of Colorado, to wit:

ROW PARCEL

as specifically described in **Exhibit A** attached hereto and incorporated herein by reference,

TOGETHER with all its appurtenances, and warrants the title to the same.

Signed this 3 day of Jan, 20<sup>20</sup>19:

MWD INVESTMENTS LLC, a Colorado limited liability company

By: 

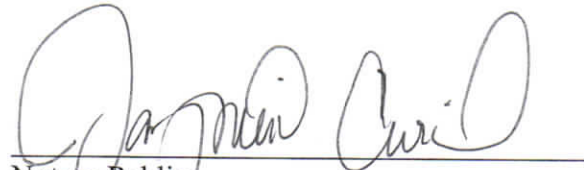
Name: Shawn McLaughlin  
Title: manager

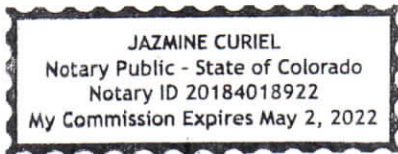
STATE OF COLORADO )  
 ) ss  
COUNTY OF Jefferson )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of January, ~~2019~~ <sup>2020</sup> 90,  
by Shawn T McLaughlin as Manager of MWD INVESTMENTS LLC, a  
Colorado limited liability company.

Witness my hand and official seal.

My commission expires: May 2, 2022

  
\_\_\_\_\_  
Notary Public





**INTERMILL LAND SURVEYING, INC.**

1301 North Cleveland Avenue - Loveland, Colorado 80537

P: (970) 669-0516 - F: (970) 635-9775

E: intermill@qwestoffice.net

P-18-8726

October 28, 2019

**EXHIBIT 'A'**

**PROPERTY DESCRIPTION FOR A PROPOSED  
RIGHT-OF-WAY DEDICATION FOR WELD COUNTY ROAD NO. 9 ½**

That portion of Lot 5, Block 4, SEKICH BUSINESS PARK, being situate in the Southwest Quarter of Section 23, Township 3 North, Range 68 West of the 6th P.M., Town of Mead, County of Weld, State of Colorado being more particularly described as follows;

Considering the East line of the Southwest Quarter of said Section 23 as bearing South 00°45'48" East and with all bearings contained herein relative thereto:

Beginning at the Northeast corner of the Southwest Quarter of said Section 23; thence along the East line of the Southwest Quarter of said Section 23 South 00°45'48" East 1478.83 feet, more or less, to a point on the Easterly prolongation of the Northerly line of that certain parcel of land as described in Deed recorded at Reception No.4413121, records of Weld County, Colorado; thence departing said East line of the Southwest Quarter of said Section 23 and along said Easterly prolongation of the Northerly line of said certain parcel of land as described in Deed recorded at Reception No.4413121 South 89°42'01" West 30.00 feet, more or less, to a point on the East line of said of Lot 5, Block 4, SEKICH BUSINESS PARK and the Northeast corner of said certain parcel of land as described in Deed recorded at Reception No.4413121 and a point on the West right-of-way line of Weld County Road No. 9 ½; said point being the TRUE POINT OF BEGINNING; thence along said Northerly line of said certain parcel of land as described in Deed recorded at Reception No.4413121 South 89°42'01" West 10.00 feet; thence departing said Northerly line of said certain parcel of land as described in Deed recorded at Reception No.4413121 and on a line parallel with and 10.00 feet Westerly of the West right-of-way line of Weld County Road No. 9 ½ South 00°45'48" East 651.61 feet, more or less, to a point on the South line of said certain parcel of land as described in Deed recorded at Reception No.4413121; said point also being a point on the South line of said Lot 5, Block 4, SEKICH BUSINESS PARK and a point on the North line of REPLAT 'A' OF SEKICH BUSINESS PARK, Town of Mead, County of Weld, State of Colorado; thence departing said line parallel with and 10.00 feet Westerly of the West right-of-way line of Weld County Road No. 9 ½; thence along the South line of said certain parcel of land as described in Deed recorded at Reception No.4413121 and along said South line of said Lot 5, Block 4, SEKICH BUSINESS PARK and along said North line of said REPLAT 'A' OF SEKICH BUSINESS PARK North 89°42'10" East 10.00 feet, more or less, to the Southeast corner of said certain parcel of land as described in Deed recorded at Reception No.4413121; said point also being the Southeast corner of said Lot 5, Block 4, SEKICH BUSINESS PARK and a point on the West right-of-way line of said Weld County Road No. 9 ½;

thence departing said South line of said certain parcel of land as described in Deed recorded at Reception No.4413121 and departing said South line of said Lot 5, Block 4, SEKICH BUSINESS PARK and departing said North line of said REPLAT 'A' OF SEKICH BUSINESS PARK and along the East line of said certain parcel of land as described in Deed recorded at Reception No.4413121 and along the East line of said Lot 5, Block 4, SEKICH BUSINESS PARK and along said West right-of-way line of said Weld County Road No. 9 ½ North 00°45'48" West 651.61 feet, more or less, to the Northeast corner of said certain parcel of land as described in Deed recorded at Reception No.4413121 and the TRUE POINT OF BEGINNING.

The above described parcel contains 6,516.2 Square Feet (0.150 Acres), more or less, and is subject to all existing easements and/or rights-of-ways of record now in use or of record.

Prepared By And On Behalf Of:

INTERMILL LAND SURVEYING, INC.  
1301 North Cleveland Avenue  
Loveland, Colorado 80537  
P: (970) 669-0516  
F: (970) 635-9775  
E: intermill@qwestoffice.net

Robert George Persichitte  
Colorado PLS No. 34174

Date: October 28, 2019.





## Agenda Item Summary

MEETING DATE: January 13, 2020

SUBJECT: Resolution 02-R-2020  
Approving Cooperation Agreement with Mead Urban Renewal Authority and Mead Place Metropolitan District Nos. 1 - 6

PRESENTED BY: Marcus McAskin, Town Attorney

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### SUMMARY

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The Resolution approves that certain Cooperation Agreement by and between the Town of Mead, the Mead Urban Renewal Authority (“MURA”) and the Mead Place Metropolitan District Nos. 1 – 6 (collectively, the “Districts”). The Cooperation Agreement is attached to the Resolution as Attachment A.

The Districts are taxing entities that are currently (or will in the future) levy mills within MURA boundaries. The Cooperation Agreement memorializes the transfer to the Districts of property tax revenues that MURA receives from the Districts’ levy on taxable property within MURA boundaries.

The Cooperation Agreement was considered and approved by the Board of Directors of MURA at its December 9, 2019 meeting. The Resolution authorizes the Mayor to execute the Cooperation Agreement on behalf of the Town.

### FINANCIAL CONSIDERATIONS

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No direct financial impact to Town. The Cooperation Agreement obligates MURA to deposit the tax increment generated by the Districts’ mills into a separate account for remittance to the Districts for a fixed term in accordance with the terms of the Agreement.

Pursuant to the existing Intergovernmental Agreement between the Town and the Districts dated January 26, 2015 (“2015 IGA”), the Districts are required to contribute the proceeds of a three (3) mill levy on assessable property within the Districts to the Town on an annual basis. The annual obligation of the Districts as set forth in the 2015 IGA is restated in the Cooperation Agreement.



**STAFF RECOMMENDATION/ACTION REQUIRED**

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Suggested Motion –

I move to adopt Resolution 02-R-2020, a Resolution of the Town of Mead Approving the Cooperation Agreement by and between the Town of Mead, the Mead Urban Renewal Authority and the Mead Place Metropolitan District Nos. 1 – 6.

**ATTACHMENTS**

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Resolution No. 02-R-2020  
Cooperation Agreement

**TOWN OF MEAD, COLORADO  
RESOLUTION NO. 02-R-2020**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO,  
APPROVING THE COOPERATION AGREEMENT BY AND BETWEEN THE TOWN  
OF MEAD, THE MEAD URBAN RENEWAL AUTHORITY AND THE  
MEAD PLACE METROPOLITAN DISTRICT NOS. 1-6**

**WHEREAS**, Mead Place Metropolitan District Nos. 1-6 (collectively, the “**Districts**”) are taxing bodies that are currently or will in the future levy mills within the boundaries of the Mead Urban Renewal Authority (“**Authority**”); and

**WHEREAS**, the Districts, the Town of Mead (“**Town**”), and the Authority desire to enter into a Cooperation Agreement regarding tax increment expenditure and revenue sharing (the “**Agreement**”), attached hereto as ATTACHMENT A and incorporated herein by reference; and

**WHEREAS**, specifically, the Agreement memorializes the transfer to the Districts of property tax revenues that the Authority receives from the Districts’ levy on taxable property in the boundaries of the Authority; and

**WHEREAS**, the Town is authorized to enter into the Agreement pursuant to law, including without limitation § 31-25-112, C.R.S; and

**WHEREAS**, the Board of Directors of the Authority approved the Agreement on December 9, 2019; and

**WHEREAS**, the Board of Trustees of the Town is familiar with the Agreement and finds it to be in the best interest of the Town, its residents, and the general public;

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

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

**Section 2.** The Board of Trustees hereby: (a) approves the Agreement, attached hereto and incorporated herein by reference; (b) authorizes the Town Attorney in cooperation with the 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 on behalf of the Town when in final form.

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

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

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

**INTRODUCED, READ, PASSED, AND ADOPTED THIS 13TH DAY OF JANUARY, 2020.**

**ATTEST:**

**TOWN OF MEAD**

By: \_\_\_\_\_  
Mary E. Strutt, MMC, Town Clerk

By: \_\_\_\_\_  
Colleen G. Whitlow, Mayor



**ATTACHMENT A**

**COOPERATION AGREEMENT BY AND BETWEEN THE TOWN OF MEAD, THE  
MEAD URBAN RENEWAL AUTHORITY AND THE  
MEAD PLACE METROPOLITAN DISTRICT NOS. 1-6**

*[Attached.]*

**COOPERATION AGREEMENT**  
**AMONG THE TOWN OF MEAD, COLORADO,**  
**MEAD URBAN RENEWAL AUTHORITY AND**  
**MEAD PLACE METROPOLITAN DISTRICT NOS. 1-6**

**MEAD URBAN RENEWAL PLAN**

THIS COOPERATION AGREEMENT (the “**Agreement**”) is made and executed effective as of the 9th day of December, 2019, by and among MEAD PLACE METROPOLITAN DISTRICT NOS. 1-6, each a Title 32 special district of the State of Colorado (hereinafter referred to collectively as the “**Districts**”); the TOWN OF MEAD, a municipal corporation of the State of Colorado (hereinafter referred to as the “**Town**”), and the MEAD URBAN RENEWAL AUTHORITY, a body corporate and duly organized and existing as a Title 31 urban renewal authority under the laws of the State of Colorado (hereinafter referred to as “**MURA**”). The Districts, the Town, and MURA are each referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

WITNESSETH:

WHEREAS, the Districts are quasi-municipal corporations and political subdivisions of the State of Colorado, duly organized and existing under the constitution and the laws of the State of Colorado; and

WHEREAS, District Nos. 1-2 desire to enter this Agreement immediately upon execution, and District Nos. 3-6, each individually, are currently operating in inactive status pursuant to §32-1-104(3)(a), C.R.S., but anticipate binding themselves to the terms of this Agreement by signing below after resuming active status pursuant to §32-1-104(3)(b), C.R.S.; and

WHEREAS, the Parties are familiar with the Urban Renewal Plan for the 2016 Mead Urban Renewal Area (“**Plan**”) which details MURA’s and Town’s inclusion of the parcels described in the Plan for the purposes authorized in the Colorado Urban Renewal Law, § 31-25-101, *et seq.*, C.R.S., including utilizing tax increment financing (“**TIF Financing**”), as contemplated by § 31-25-107(9)(a), C.R.S., and which includes a portion of the property located within the Districts’ boundaries; and

WHEREAS, TIF Financing provides that taxes, if any, levied after the effective date of the approval of the Plan upon taxable property in the area described in the Plan (“**Urban Renewal Area**”) each year shall be divided for a period not to exceed twenty-five (25) years from the effective date of the Plan and that a portion of said property tax revenues (the “**TIF Revenue**”) shall be allocated to and paid into a special fund of the urban renewal authority to pay the principal of, interest on, and any premiums due in connection with bonds of, loans or advances to, or indebtedness incurred by the urban renewal authority for financing an urban renewal project, or to make payments pursuant to an agreement executed pursuant to § 31-25-107(9.5), C.R.S. or § 31-25-107(11), C.R.S.; and

WHEREAS, the Districts, Town, and MURA recognize that a division of taxes pursuant

to § 31-25-107(9)(a), C.R.S., on property within the boundaries of the Districts without an agreement concerning the sharing of TIF Revenue that results from the Districts' levy on taxable property in the Urban Renewal Area may hinder the effectuation of the Plan and urban renewal projects within the Urban Renewal Area and may hinder the Districts' ability to provide services within the Urban Renewal Area; and

WHEREAS, the Districts are cooperating with MURA and the Town to facilitate carrying out the Plan and urban renewal projects within the Urban Renewal Area; and

WHEREAS, the Parties desire to enter into this Agreement for the transfer to the Districts of property tax revenues that MURA receives from the Districts' levy on taxable property in the Urban Renewal Area; and

WHEREAS, the Districts and MURA are authorized to enter into this Agreement pursuant to law, including without limitation § 31-25-112, C.R.S.; and

WHEREAS, the Parties have determined it is in their best interest to enter into this agreement to facilitate carrying out the Plan and urban renewal projects within the urban renewal area; and

WHEREAS, in consideration of the Parties entering into this Agreement, the Districts consent to the inclusion within the Urban Renewal Area of all agricultural lands contained within such Area as described in the Plan, pursuant to C.R.S. § 31-25-1-7(1)(c)(II)(D); and

WHEREAS, in consideration of the Parties entering into this Agreement, pursuant to C.R.S. § 31-25-107(9.5) and C.R.S. § 31-25-107(11), Districts waive any right they have to file an objection and ask for mediation or arbitration, pursuant to C.R.S. § 31-25-107(9.5) or C.R.S. § 31-25-107(12).

NOW THEREFORE, in consideration of the foregoing recitals and the covenants, promises, and agreements of each of the Parties hereto, it is agreed by and among the Parties hereto as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated into and made a part of this Agreement.

2. District Tax Levy Allocation. MURA agrees to deposit into a separate account created for such purpose (the "**Account**"), all of the increase in property tax revenues calculated, produced, and allocated to MURA as a result of the levy of the Districts upon taxable property within the Urban Renewal Area pursuant to and in accordance with § 31-25-107(9)(a)(II), C.R.S. of the Act and the rules and regulations of the Property Tax Administrator of the State of Colorado (the "**District Tax Levy Allocation**"). Commencing on the date of this Agreement and for a period of twenty-five (25) years from the effective date of the Plan, MURA shall transfer to the Districts on or before June 30<sup>th</sup> of each year, commencing in 2020, all revenues attributable to the Districts received into such Account (the "**TIF Remittance**"). If area is subsequently included in the Plan by a modification of the Plan approved by the Town of Mead Board of Trustees, and such

modification results in TIF Revenues from the District Tax Levy Allocation being allocated to MURA for an additional period beyond twenty-five (25) years from the effective date of the Plan, then MURA shall make the TIF Remittance transfers to the Districts for such additional period. MURA's obligation to remit the TIF Remittance to the Districts in accordance with this Agreement shall constitute a multiple fiscal year obligation of MURA.

3. Changes to Urban Renewal Law Affecting TIF Remittance. The Parties agree and acknowledge that the Urban Renewal Law has previously required county assessors to collect TIF automatically from all taxing jurisdictions that overlap an Urban Renewal Area. The Parties further agree and acknowledge that the language of § 31-25-107, C.R.S., as amended by House Bill 15-1348, authorizes municipalities to direct county assessors to collect TIF from only specified districts rather than all overlapping districts, and that this change could render the TIF Remittance provision in Paragraph 2 above unnecessary because, rather than remitting the District Tax Levy Allocation back to the Districts, the Town appears to have the authorization to direct the county tax assessor at the outset not to collect the District Tax Levy Allocation from the District. The Town and MURA have previously discussed and will continue to discuss with the Weld County Tax Assessor (the "**Assessor**") the Assessor's ability and willingness to collect TIF from some but not all overlapping jurisdictions, such as the Districts. In the event that the Assessor is willing and able to collect TIF from some but not all of the taxing jurisdictions in MURA's Plan area, the Town and MURA agree to direct the Assessor not to collect the District Tax Levy Allocation from the Districts, and the Parties agree and acknowledge that the TIF Remittance provisions in Paragraph 2 above will be unnecessary and without force and effect in each year the Assessor acts according to the direction from Town and MURA, as reflected in the MURA URA Plan, and the Assessor does not collect the District Tax Levy Allocation from the Districts.

4. Use of District Tax Levy Allocation. The Districts agree to use TIF Revenues received pursuant to this Agreement in accordance with the statutory authority granted to the Districts under § 32-1-101, *et seq.*, C.R.S.

5. Calculation of Three-Mill Remittance to Town. The Parties acknowledge that, pursuant to Section 8(c) of that certain Intergovernmental Agreement Between the Town of Mead, Colorado and Mead Place Metropolitan District Nos. 1-6, dated January 26, 2015, the Districts are required to contribute annually the proceeds of a three (3) mill levy on assessable property within the Districts (the Annual Contribution"). In consideration for the remittance obligation being undertaken above, the Parties agree that the Annual Contribution obligation shall be calculated be based on the gross total taxable assessed valuation within the Districts as indicated in the final certification of valuation prepared by the Weld County Tax Assessor, rather than the net total taxable assessed valuation after subtraction of the TIF increment.

6. Plan Approval. The Districts agree that the Districts will not formally or legally object to the adoption of the Plan.

7. Agreement Confined to District Tax Levy Allocation Revenue. This Agreement applies only to the District Tax Levy Allocation revenues, as calculated, produced, collected and allocated to MURA within the Urban Renewal Area in accordance with § 31-25-107(9)(a)(II), C.R.S., and the rules and regulations of the Property Tax Administrator of the State of Colorado,



and does not include any other revenues of Town or MURA. Town and Districts agree that revenue from the District Tax Levy Allocation collected and paid to the Districts under this Agreement are collections on behalf of the Districts within the meaning of Colorado Constitution Article X, Section 20(2)(e). However, such collections shall not cause the Districts to be in violation of any limitations or restrictions established by Article X, Section 20 of the Colorado Constitution, which, as of the date of this Agreement, have not been waived by the eligible electors of the Districts.

8. Subordination Consent Required. With the prior written consent of the Districts, as evidenced by a resolution approved by the applicable District Board of Directors, the obligation of MURA to pay revenues from the District Tax Levy Allocation to the applicable District may be made subordinate to any payment of the principal of, the interest on, and any premiums due in connection with bonds of, loans or advances to, or indebtedness incurred by MURA for financing or refinancing, in whole or in part, the Urban Renewal Project specified in the Plan.

9. Delays. Any delays in or failure of performance by any party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, acts of public enemy, acts of the Federal or state government, acts of any other party, acts of third parties, litigation concerning the validity of this Agreement or relating to transactions contemplated hereby, fire, floods, strikes, labor disputes, accidents, regulations or order of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party. Notwithstanding the foregoing, where any of the above events shall occur which temporarily interrupt the ability of MURA to transfer or pay District Tax Levy Allocation revenues as provided in Paragraph 2, as soon as the event causing such interruption shall no longer prevail, MURA shall transfer and pay the total amount of the District Tax Levy Allocation revenue that has been received by MURA that is then owing to date, as determined according to the provisions of Paragraph 2 to this Agreement.

10. Consent Concerning Agricultural Land. The Districts hereby consent, pursuant to § 31-25-107(1)(c)(II)(D), C.R.S., as applicable, to the inclusion within the Urban Renewal Area of all agricultural lands contained within such Area as described in the Plan.

11. Consent to Board of Commissioners Representative Selection. Pursuant to § 31-25-104(2)(a)(I), C.R.S, the special districts that levy a mill levy within the boundaries of MURA (each an “**Overlapping District**”) not otherwise represented on the Board of Commissioners for MURA are entitled to select one representative to serve collectively on their behalf on the Board of Commissioners for MURA. The Town and MURA have negotiated capturing TIF Revenue from the Mountain View Fire Protection District (the “**Fire District**”). In light of this financial commitment on the part of the Fire District, the Parties are in agreement that it would be most appropriate for the available commissioner seat to be filled by a representative of the Fire District. The Districts hereby consent to the selection of the Fire District as the collective representative of Overlapping Districts in the Urban Renewal Area in accordance with § 31-25-104(2)(a)(I), C.R.S.

12. Notification of Intended Amendments to the Plan; Agreement Not Part of Plan. Town and MURA agree to notify the Districts in writing of any intended amendments to the Plan at least ninety (90) days prior to the public hearing by Town to consider such amendment. The

Parties agree that this Agreement shall not, upon signature, become part of the Plan, but rather, is a stand-alone agreement authorized pursuant to § 31-25-107(11), C.R.S. and in satisfaction of the requirements of § 31-25-107(9.5) C.R.S. Notice provided to the Districts of the intended amendment pursuant to this paragraph shall act as compliance with the provisions of § 31-25-107(3.5)(a), C.R.S., requiring notice to the Board of Directors of substantial modification to the Plan.

13. Termination and Subsequent Legislation. In the event of termination of the Plan, including its TIF Financing component, MURA and/or Town may terminate this Agreement by delivering written notice to the Districts. The Parties further agree that in the event legislation is adopted after the effective date of this Agreement that invalidates or materially effects any provisions hereof, the Parties will in good faith negotiate for an amendment to this Agreement that most fully implements the original intent, purpose and provisions of this Agreement.

14. Enforcement. MURA and the Town agree that they shall use commercially reasonable efforts to cause remittance to the Districts of all moneys that qualify as TIF Remittance.

15. Opinion. Upon the applicable District's request, MURA and the Town shall deliver, at the expense of the applicable District not to exceed \$10,000 combined, opinions from their respective counsel addressed to the District, which opinions shall include without limitation a statement that this Agreement has been duly authorized, executed and delivered by the Town and MURA, constitutes a valid and binding agreement of the Town and MURA, enforceable according to its terms, subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other law affecting the enforcement of creditors' rights generally and subject to the application of general principals of equity.

16. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via Federal Express or other nationally-recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To Districts:

Mead Place Metropolitan District Nos. 1-6  
c/o White Bear Ankle Tanaka & Waldron, PC  
2154 East Commons Ave., Suite 2000  
Centennial, Colorado 80122  
Phone: 303-858-1800  
Email: bdickhoner@wbapc.com  
Attn: Blair M. Dickhoner

To Town: Town of Mead  
441 Third Street  
P.O. Box 626  
Mead, Colorado 80542  
Phone: 970-535-4477  
Email: hmigchelbrink@townofmead.org  
Attn: Town Manager

With a Copy To: Town Attorney  
c/o Michow Cox McAskin LLP  
6530 S. Yosemite Street, Suite 200  
Greenwood Village, CO 80111  
Email: marcus@mcm-legal.com; silvia@mcm-legal.com

To MURA: Town of Mead Urban Renewal Authority  
P.O. Box 626  
Mead, Colorado 80542  
Phone: 970-535-4477  
Email: hmigchelbrink@townofmead.org  
Attn: Executive Director

With a Copy To: White Bear Ankle Tanaka & Waldron, PC  
2154 East Commons Ave., Suite 2000  
Centennial, Colorado 80122  
Phone: 303-858-1800  
Email: rrogers@wbapc.com  
Attn: Robert Rogers

All notices, demands, requests or other communications shall be effective upon such personal delivery, one (1) business day after being deposited with United Parcel Service or other nationally-recognized overnight air courier service, on the date of transmission if sent by electronically-confirmed or email transmission, or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address or contact information.

17. Entire Agreement. This instrument embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties hereto. No modification to this Agreement shall be valid unless agreed to in writing by the Parties hereto.

18. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their successors in interest.

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

20. No Waiver of Immunities. No portion of this Agreement shall be deemed to constitute a waiver of any immunity the Parties or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care that did not previously exist with respect to any person not a party to this Agreement.

21. Waiver. Pursuant to C.R.S. §31-25-107(11), the Districts agree to waive all provisions of Part 1 of the Act that provide for notice to the Districts, require any filing with, for, or by the Districts, require or permit consent from the Districts, or provide for any enforcement right to the Districts.

22. Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Further, in the event of any such holding of invalidity, illegality or unenforceability (as to any or all parties hereto), the Parties agree to take such action(s) as may be necessary to achieve to the greatest degree possible the intent of the affected provision of this Agreement.

23. No Assignment. No Party may assign any of its rights or obligations under this Agreement.

24. Paragraph Captions. The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

25. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

26. No Presumption. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the party causing the Agreement to be drafted.

27. Days. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a



legal holiday pursuant to § 24-11-101(1), C.R.S., such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.

28. Parties Not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or in a joint venture, and no Party shall be responsible for any debt or liability of any other Party.

29. Effective Date. This Agreement shall be effective as of the date first set forth above.

30. Inactive Status of District Nos. 3-6. The Parties acknowledge that District Nos. 3-6 are currently operating in inactive status pursuant to § 32-1-104(3)(a), C.R.S. Accordingly, the Parties agree and acknowledge that none of District Nos. 3-6 shall become a Party to this Agreement until such time as the applicable inactive District returns to active status under § 32-1-104(3)(b), C.R.S., and the board of directors of said District duly adopts this Agreement. District Nos. 3-6 shall schedule consideration of this Agreement for approval at a regular or special meeting held no later than sixty (60) days following return to active status.

*Remainder of page intentionally left blank, signature page follows.*

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officials to execute this Agreement effective as of the day and year first above written.

ATTEST:

MEAD PLACE METROPOLITAN  
DISTRICT NO. 1

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

MEAD PLACE METROPOLITAN  
DISTRICT NO. 2

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

TOWN OF MEAD

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

TOWN OF MEAD URBAN RENEWAL  
AUTHORITY

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

IN WITNESS WHEREOF, by its signature below, each District Party acknowledges that it has resumed operating in an active status and agrees to bind itself to this Agreement effective as of the date of its signature.

ATTEST:

MEAD PLACE METROPOLITAN  
DISTRICT NO. 3

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

MEAD PLACE METROPOLITAN  
DISTRICT NO. 4

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

MEAD PLACE METROPOLITAN  
DISTRICT NO. 5

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

MEAD PLACE METROPOLITAN  
DISTRICT NO. 6

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





# Agenda Item Summary

MEETING DATE: January 13, 2020

SUBJECT: Resolution 03-R-2020 Formalizing Devolution of the East I-25 Frontage Road

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

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## SUMMARY

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The Board of Trustees previously adopted Resolution No. 37-R-2019 dated May 28, 2019 which documented the Town's intent to accept the east Interstate 25 frontage road south of Highway 66, also known as Mead Street, in exchange for a payment of \$75,000 from CDOT.

The Town and CDOT agreed on the terms of the Intergovernmental Agreement, which includes a one-time payment to the Town of Mead in the amount of fifty-three thousand five hundred dollars (\$53,500.00). The previously approved amount of \$75,000 was incorrectly noted in the agreement. The Town desires to reaffirm the Town's intent to accept the road for maintenance and access control purposes in exchange for a payment of \$53,500.00 from CDOT, and approve the IGA and delegate authority to the Mayor to execute the agreement. This Resolution supersedes and replaces the Prior Resolution in its entirety.

## FINANCIAL CONSIDERATIONS

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The Town will be paid \$53,500 which will be held exclusively for future maintenance costs of this road segment. Payment will be made in 2020 upon final execution of an intergovernmental Agreement between the State of Colorado and the Town of Mead.

## STAFF RECOMMENDATION/ACTION REQUIRED

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Suggested Motion –

I move to adopt Resolution 03-R-2020 confirming the Town's intent to accept a portion of Colorado Department of Transportation right-of-way as Town right-of-way following abandonment of said right of way by the Transportation Commission, and approving the intergovernmental agreement with the state of Colorado regarding the I-25 frontage road.

## ATTACHMENTS

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Resolution No. 03-R-2020  
CDOT IGA

**TOWN OF MEAD, COLORADO  
RESOLUTION NO. 03-R-2020**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO,  
CONFIRMING THE TOWN'S INTENT TO ACCEPT A PORTION OF  
COLORADO DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY  
AS TOWN RIGHT-OF-WAY FOLLOWING ABANDONMENT OF SAID  
RIGHT-OF-WAY BY THE TRANSPORTATION COMMISSION AND  
APPROVING THAT CERTAIN INTERGOVERNMENTAL  
AGREEMENT WITH THE STATE OF COLORADO (RE I-25  
FRONTAGE ROAD, MEAD DEVOLUTION)**

**WHEREAS**, the Colorado Department of Transportation (CDOT) owns that portion of the I-25 Frontage Road described in **Exhibit 1** attached hereto (the "Road"); and

**WHEREAS**, C.R.S. § 43-2-106(1)(a) authorizes the Transportation Commission to determine that all or a portion of a state highway no longer functions as a part of the state highway system, and, with the agreement of each affected county or municipality, the state highway (or portion thereof) may be abandoned; and

**WHEREAS**, the Board of Trustees previously adopted Resolution No. 81-R-2017 dated November 27, 2017 (the "2017 Resolution") and Resolution No. 37-R-2019 dated May 28, 2019 (the "2019 Resolution") (together, the "Prior Resolutions") which evidence the Town's intent to accept the Road for maintenance and access control purposes; and

**WHEREAS**, the 2017 Resolution contemplated a one-time payment of \$53,500 from CDOT; and

**WHEREAS**, the 2019 Resolution contemplated a one-time payment of \$75,000 from CDOT; and

**WHEREAS**, the Board of Trustees desires to adopt this Resolution in order: (1) to clarify that the proper amount of the one-time payment to the Town of Mead from CDOT is \$53,500; and (2) to supersede and replace the Prior Resolutions in their entirety; and

**WHEREAS**, specifically, the Town and the State of Colorado (for the use and benefit of CDOT) have agreed on the terms that that certain Intergovernmental Agreement (regarding the I-25 Frontage Road, Mead Devolution) (Project No. CO253-269 (22781)) (the "CDOT IGA"), a copy of which is on file with the Town Clerk and is incorporated herein by reference; and

**WHEREAS**, the Board of Trustees desires to reaffirm the Town's intent to accept the Road for maintenance and access control purposes in exchange for a payment of \$53,500 from CDOT; and

**WHEREAS**, the Board of Trustees desires to approve the CDOT IGA and delegate authority to the Mayor to execute the CDOT IGA on behalf of the Town,

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

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

**Section 2.** This Resolution supersedes and replaces the Prior Resolutions in their entirety. The Board of Trustees hereby: (a) approves the CDOT IGA in the form currently on file with the Town Clerk; (b) authorizes the Town Attorney in cooperation with the Town Manager to make non-material changes to the CDOT IGA that do not increase the Town's obligations; and (c) authorizes the Mayor to execute the CDOT IGA on behalf of the Town when in final form.

**Section 3.** The Board of Trustees is willing to accept for maintenance and access control the Road, as more particularly described in **Exhibit 1** attached hereto, in exchange for the one-time devolution payment of \$53,500.00 from CDOT, as set forth in the CDOT IGA.

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

**Section 5. Repealer.** All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

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

**INTRODUCED, READ, PASSED, AND ADOPTED THIS 13TH DAY OF JANUARY, 2020.**

**ATTEST:**

**TOWN OF MEAD**

By: \_\_\_\_\_  
Mary E. Strutt, Town Clerk

By: \_\_\_\_\_  
Colleen G. Whitlow, Mayor

**EXHIBIT 1**  
**I-25 Frontage Road ROW**

DESCRIPTION  
May 12, 2018

All of the existing Right-of-Way of I-25 Frontage Road, located in the NW ¼ of Section 26, Township 3 North, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Weld, State of Colorado, being more particularly described as follows:

Outlot G and Outlot F per The Final Plat of LYONS 66 PACIFIC COMMERCE PARK recorded at reception no. 3397412, June 20, 2006.

AND

Parcel 624A of CDOT Project Number: NH-IRCX 025-3(109) Unit 6, Project Code: 91032. Legal Description at reception no. 7343744, February 13, 2008.

The above description is intended to give up all of CDOT's interest in the I-25 Frontage Road in the area listed above.

For and on behalf of the  
Colorado Department of Transportation  
Thomas W. Nicholas, PLS 28657  
10601 W. 10<sup>th</sup> Street  
Greeley, CO 80634



**I-25 Frontage Road, Mead Devolution  
Project #C O253-269 (22781)  
Region 4 (DZ)**

**INTERGOVERNMENTAL AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the STATE OF COLORADO for the use and benefit of THE DEPARTMENT OF TRANSPORTATION, 2829 W. Howard Place, Denver, Colorado, (hereinafter referred to as the “State” or “CDOT”), and the Town of Mead, 441 Third Street, P.O. Box 626, Mead, Colorado 80542, CDOT Vendor # 2000028, (hereinafter referred to as the "Town" or the “Local Agency”), the “State” and "Town" shall hereinafter be referred to collectively as the “Parties” and individually as “Party.”

WHEREAS, Authority exists in the law and funds have been budgeted, appropriated and otherwise made available by the State and a sufficient uncommitted balance thereof remains available for payment of project and "Town" costs in Fund Number [400], Function [3404], GL Acct [4511000010], WBS Element [22781.10.50], and Cost Center [R4510-010].

**Encumbrance Amount: [\$53,500.00]**

WHEREAS, Colorado Revised Statutes (“CRS”) §43-2-106 (1) (a) provides that the Transportation Commission may determine that a state highway, or portion thereof, no longer functions as a state highway and with the agreement of each affected county or municipality the state highway, or portion thereof, is abandoned. CRS §43-2-106 (1) (b) further provides that any county or municipality receiving a payment from CDOT as a result of CRS §43-2-106 (1) (a) shall credit the payment to a special fund to be used only for transportation-related expenditure.

WHEREAS, both Parties have received the required approvals, clearances and completed coordination with appropriate agencies to allow for contributions to be made and road to be devolved; and

WHEREAS, the execution of this Agreement is contingent upon approval by the State Transportation Commission; and

WHEREAS, the Town Board of Trustees has confirmed by Resolution No. 81-R-2017, herein incorporated as **Exhibit E** (the "Resolution"), the Town's interest in accepting the Road after its abandonment by the CDOT Transportation Commission, as indicated in **Exhibit A** and **Exhibit C**; and

WHEREAS, the Parties desire to enter into this Agreement specifying the conditions of abandonment of the Road by the State and acceptance of it by the Town; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to the provisions of CRS §§ 29-1-203, 43-2-106, 43-1-110, 43-1-114, and 43-2-144, as amended and pursuant to the attached resolution shown in **Exhibit E** from the Town.

WHEREAS, this Agreement establishes the general provisions for and defines certain responsibilities regarding the State's abandonment to the Town and acceptance by the Town of the Road as shown in **Exhibit A**, and described in **Exhibit C**, and reaffirms the abandonment of the Road.

NOW, THEREFORE, it is hereby agreed that:

#### I. COMMITMENTS ON THE PART OF THE STATE

1. By Resolution #TC-19-06-03, dated **June 20, 2019**, attached hereto as **Exhibit D**, the State has provided notice of the State's abandonment to the Town of the Road, as shown in **Exhibit A**, and described in **Exhibits B and C**, within Mead, Colorado.
2. Within ten (10) days after invoice from the Local Agency, the State shall make a one-time payment of **\$53,500.00** to the Town, which will also be the maximum payable to the Town under this Agreement, unless such amount is increased by an appropriate written modification to this Agreement executed before any increased cost is incurred. An uncontested amount not paid by the State shall bear interest after 45 days, however, that interest shall not accrue on the unpaid amount that is subject to a good faith dispute.
3. The State shall relinquish maintenance duties and ownership of the Road upon acceptance of the road by the Town, which will occur upon completion of the recording

of the Quit Claim Deed filing (sample of the Quit Claim Deed attached as **Exhibit B**). The Quit Claim Deed shall provide that if the Town ceases to use the Road or a portion thereof for the purposes of a county highway or Town street, title to the Road or portion thereof shall revert to CDOT.

4. NOT APPLICABLE. The State will not be retaining an easement. The Quit Claim Deed shall not provide that the State shall reserve unto the State and unto the State's successors and assigns, any perpetual easement. This will be marked as NOT APPLICABLE on **Exhibit F**.

## **II. COMMITMENTS ON THE PART OF THE TOWN OF MEAD**

5. The Town, by adopting the Resolution (**Exhibit E**), indicated its intent to accept the Road and make it a part of the Town road system and accept sole responsibility for the Road, including both minor and major maintenance. Pursuant to CRS §43-2-106, the Town, by its Council, has also adopted an ordinance approving this Agreement and accepting the abandoned portions of I-25 Frontage Road. The transfer of the Road shall be completed following the execution of this Agreement by the Parties.
6. The Town must present CDOT with an invoice in the amount of \$53,500.00 before payment can be made.

## **III. GENERAL PROVISIONS**

1. This Agreement is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or affect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written executed and approved modification pursuant to the State Fiscal Rules.

2. Each Party, to the extent authorized by law, shall be responsible for all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any act or omission by such Party or its employees, agents, subcontractors, or assignees pursuant to the terms of this Agreement.
3. This Agreement shall inure to the benefit of and be binding upon the Parties, their successors and assigns.
4. To the extent that this Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.
5. It is expressly understood and agreed that the Town or its employees, subcontractors, consultants, or assigns shall not in any respect be deemed an agent of the State.
6. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Town and the State, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. Further, it is the express intention of the Parties, that any person or entity other than the Parties hereto that may receive services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
7. The Town represents and warrants that they have taken all actions that are necessary or that are required by its procedures, Charter, ordinances, or applicable law, to legally authorize the undersigned signatory to execute this Agreement on behalf of said public entity, and to bind said public entity to its terms.



8. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this Agreement. Any provision of an Exhibit which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void.
9. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense or otherwise.
10. At all times during the performance of this Agreement, the Parties shall strictly adhere to all applicable federal and state laws, rules and regulations that have been or may hereafter be established.
11. The signatories hereto aver that they are familiar with CRS §18-8-301, et seq. (Bribery and Corrupt Influences) and 18-8-401, et seq. (Abuse of Public Office), and that no violation of such provisions is present.
12. The signatories aver that to their knowledge, no state employee has a personal or beneficial interest whatsoever in the service or property described herein.

**REMAINDER OF PAGE LEFT BLANK INTENTIONALLY**

**THE PARTIES HERETO HAVE EXECUTED THIS INTERGOVERNMENT AGREEMENT**

**\* Persons signing for the Local Agency hereby swear and affirm that they are authorized to act on the Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.**

|  |  |
|--|--|
| <p style="text-align: center;"><b>LOCAL AGENCY</b><br/><b>Town of Mead, Colorado</b></p> <p>Name: _____<br/>(print name)</p> <p>Title: _____<br/>(print title)</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p> | <p style="text-align: center;"><b>STATE OF COLORADO</b><br/><b>Jared S. Polis, GOVERNOR</b></p> <p>By _____</p> <p style="text-align: center;">Stephen Harelson, P.E., Chief Engineer<br/>(For) Shoshana M. Lew, Executive Director</p> <p>Date: _____</p> |
| <p><b>2nd Local Agency Signature if needed</b></p> <p>Name: _____<br/>(print name)</p> <p>Title: _____<br/>(print title)</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>                                       | <p style="text-align: center;"><b>LEGAL REVIEW</b><br/><b>Philip J. Weiser, Attorney General</b></p> <p>By _____</p> <p style="text-align: center;">Assistant Attorney General</p> <p>Date: _____</p>  |

**ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

**CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. The Local Agency is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.**

|   |
|---|
| <p style="text-align: center;"><b>STATE OF COLORADO</b><br/><b>STATE CONTROLLER</b><br/><b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____<br/>Colorado Department of Transportation</p> <p>Date: _____</p> |
|---|

# Exhibit A

Exhibit A

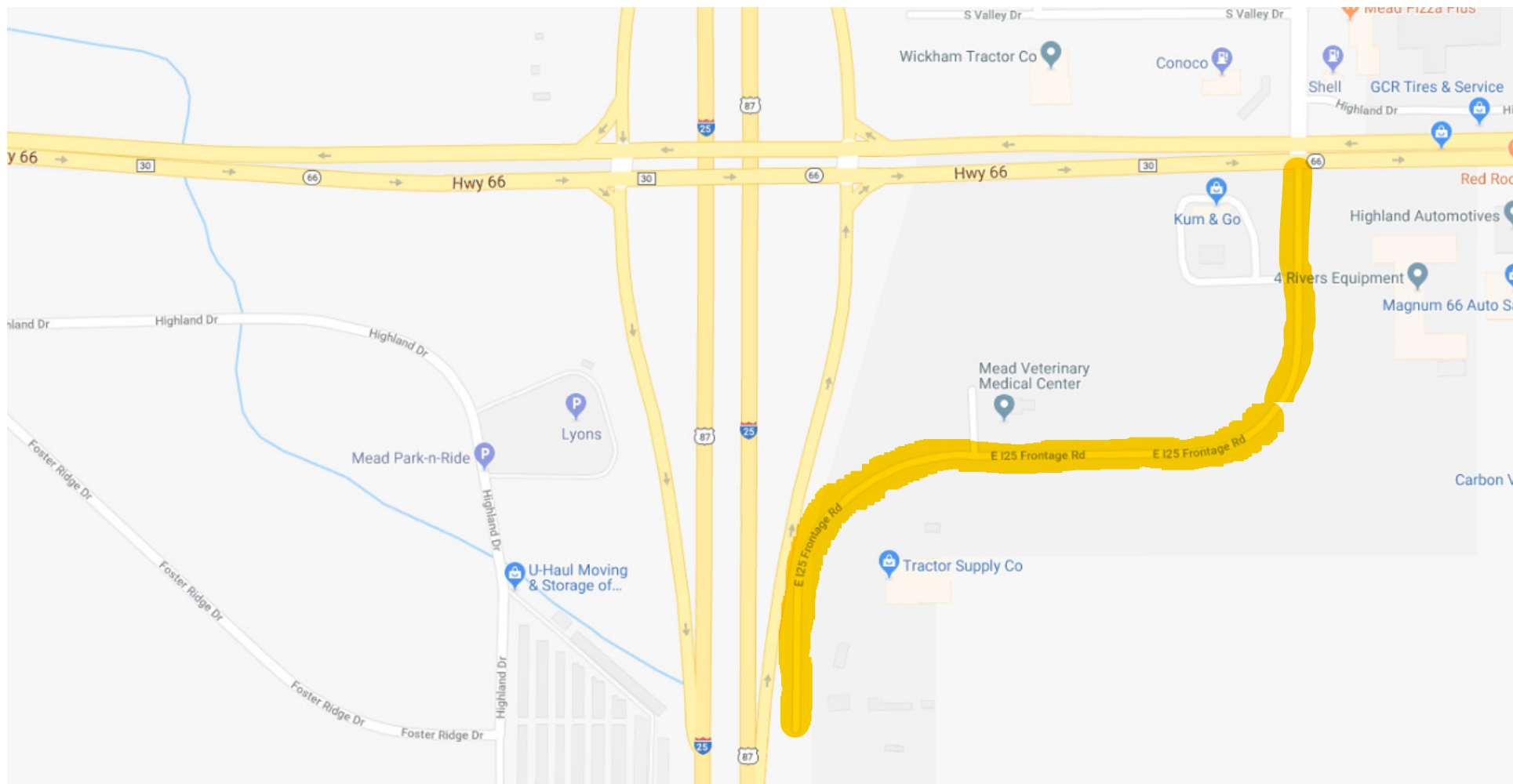
## SCOPE OF WORK

The Colorado Department of Transportation is working with the Town of Mead on the devolution of the I-25 frontage road at approximately Mile Post 242.80 to Mile Post 243.10. In exchange for taking ownership of the frontage road, the Town of Mead will receive \$53,500 of state only funds.

Project 22781 C 0253-269 I-25 Frontage Road Mead Devolution \$53,500

# MAP OF TOWN OF MEAD

Exhibit A, Continued





**EXHIBIT "A"**

I-25 Frontage Road

DESCRIPTION

May 12, 2018

All of the existing Right-of-Way of I-25 Frontage Road, located in the NW ¼ of Section 26, Township 3 North, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Weld, State of Colorado, being more particularly described as follows:

Outlot G and Outlot F per The Final Plat of LYONS 66 PACIFIC COMMERCE PARK recorded at reception no. 3397412, June 20, 2006.

AND

Parcel 624A of CDOT Project Number: NH-IRCX 025-3(109) Unit 6, Project Code: 91032. Legal Description at reception no. 7343744, February 13, 2008.

The above description is intended to give up all of CDOT's interest in the I-25 Frontage Road in the area listed above.

For and on behalf of the  
Colorado Department of Transportation  
Thomas W. Nicholas, PLS 28657  
10601 W. 10<sup>th</sup> Street  
Greeley, CO 80634



LINE TABLE

| LINE | LENGTH | BEARING      |
|------|--------|--------------|
| L1   | 82.78  | S 00°23'30"W |
| L2   | 31.77  | S 89°25'30"W |
| L3   | 26.78  | S 45°38'15"E |
| L4   | 42.00  | S 00°34'30"E |
| L5   | 42.00  | S 00°34'30"E |
| L6   | 42.00  | S 00°34'30"E |
| L7   | 42.00  | S 00°34'30"E |
| L8   | 39.00  | N 89°25'30"E |
| L9   | 39.00  | N 89°25'30"E |
| L10  | 39.00  | N 89°25'30"E |
| L11  | 42.00  | N 00°34'30"W |
| L12  | 19.00  | S 89°25'30"W |
| L13  | 35.36  | N 44°24'30"E |
| L14  | 35.36  | N 44°24'30"E |
| L15  | 35.36  | S 45°44'57"W |
| L16  | 35.36  | S 44°01'15"W |
| L17  | 50.00  | N 00°13'00"E |
| L18  | 235.00 | N 00°13'00"E |
| L19  | 26.00  | N 89°25'30"E |
| L20  | 26.00  | N 89°25'30"E |
| L21  | 56.48  | N 00°13'00"E |
| L22  | 111.00 | N 00°23'30"E |
| L23  | 56.48  | N 00°23'30"E |
| L24  | 94.00  | S 00°34'30"E |
| L25  | 133.27 | N 00°13'00"E |
| L26  | 94.00  | N 00°23'30"E |
| L27  | 111.00 | N 00°23'30"E |
| L28  | 31.77  | N 89°25'30"E |
| L29  | 31.77  | N 89°25'30"E |
| L30  | 55.00  | N 89°25'30"E |
| L31  | 20.11  | N 00°24'00"E |
| L32  | 20.11  | N 00°24'00"E |
| L33  | 31.77  | N 89°25'30"E |
| L34  | 55.00  | N 89°25'30"E |

LEGEND  
 FOUND AS BEARING WITH STAMPER JR. DEVL. L.S. 110777 (UNLESS OTHERWISE NOTED)  
 FOUND AS BEARING WITH STAMPER JR. DEVL. L.S. 725899



**FINAL PLAN**  
**LYONS 66 PACIFIC COMMERCE PARK**  
 PART OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO  
 SHEET 2 OF 2  
 AREA = 3501 ACRES, MORE OR LESS.

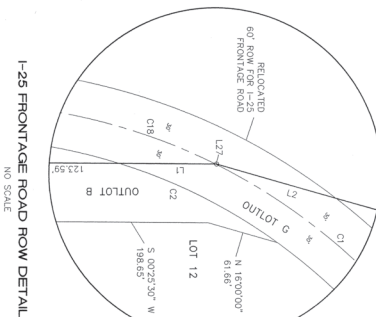
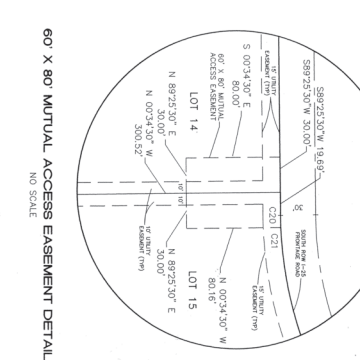
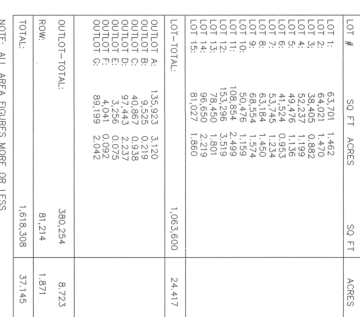
EXISTING ZONING: PUD (PLANNED UNIT DEVELOPMENT - COMMERCIAL AND INDUSTRIAL)  
 TOTAL NUMBER OF IMPROVED LOTS: 15

CURVE TABLE

| CURVE | POINTS | CHORD  | BEARING | DELTA  |
|-------|--------|--------|---------|--------|
| C1    | 470.00 | 151.47 | 76.40   | 150.81 |
| C2    | 470.00 | 439.52 | 226.56  | 423.66 |
| C3    | 470.00 | 439.52 | 226.56  | 423.66 |
| C4    | 470.00 | 151.47 | 76.40   | 150.81 |
| C5    | 470.00 | 151.47 | 76.40   | 150.81 |
| C6    | 550.00 | 107.97 | 84.17   | 107.78 |
| C7    | 550.00 | 369.54 | 179.54  | 368.11 |
| C8    | 550.00 | 369.54 | 179.54  | 368.11 |
| C9    | 550.00 | 107.97 | 84.17   | 107.78 |
| C10   | 235.00 | 105.23 | 53.51   | 104.50 |
| C11   | 235.00 | 105.23 | 53.51   | 104.50 |
| C12   | 235.00 | 105.23 | 53.51   | 104.50 |
| C13   | 235.00 | 105.23 | 53.51   | 104.50 |
| C14   | 271.00 | 8.09   | 4.94    | 8.09   |
| C15   | 301.00 | 20.35  | 11.79   | 20.35  |
| C16   | 301.00 | 20.35  | 11.79   | 20.35  |
| C17   | 331.00 | 225.46 | 117.50  | 223.74 |
| C18   | 331.00 | 225.46 | 117.50  | 223.74 |
| C19   | 331.00 | 225.46 | 117.50  | 223.74 |
| C20   | 331.00 | 225.46 | 117.50  | 223.74 |
| C21   | 331.00 | 215.15 | 111.53  | 211.38 |
| C22   | 331.00 | 215.15 | 111.53  | 211.38 |
| C23   | 331.00 | 215.15 | 111.53  | 211.38 |
| C24   | 331.00 | 215.15 | 111.53  | 211.38 |

ADDITIONAL TABLE

| LOT #        | SO FT ACRES | SO FT ACRES | ACRES |
|--------------|-------------|-------------|-------|
| LOT 1        | 63.701      | 1.462       |       |
| LOT 2        | 64.020      | 1.470       |       |
| LOT 3        | 52.237      | 1.198       |       |
| LOT 4        | 49.274      | 1.132       |       |
| LOT 5        | 41.226      | 0.953       |       |
| LOT 6        | 33.746      | 1.234       |       |
| LOT 7        | 33.746      | 1.234       |       |
| LOT 8        | 68.854      | 1.574       |       |
| LOT 9        | 68.854      | 1.574       |       |
| LOT 10       | 102.078     | 2.199       |       |
| LOT 11       | 153.298     | 3.519       |       |
| LOT 12       | 153.298     | 3.519       |       |
| LOT 13       | 96.650      | 2.219       |       |
| LOT 14       | 81.027      | 1.860       |       |
| LOT 15       | 1,083.600   | 24.417      |       |
| OUTLOT A     | 135.023     | 3.120       |       |
| OUTLOT B     | 9.225       | 0.218       |       |
| OUTLOT C     | 97.443      | 2.237       |       |
| OUTLOT D     | 3.258       | 0.075       |       |
| OUTLOT E     | 89.199      | 2.042       |       |
| OUTLOT TOTAL | 380.254     | 8.723       |       |
| ROW          | 81.214      | 1.871       |       |
| TOTAL        | 1,618.208   | 37.145      |       |



GRAPHIC SCALE  
 1" = 100 FT  
 1" = 100 FT

REV: 4/1/06  
 DATE: 4/1/06  
 BY: B. BRUNO  
 CHECKED: 4/1/06  
 PROJECT: LYONS 66 PACIFIC COMMERCE PARK  
 SHEET 2 OF 2

PREPARED BY: **Plattmann, Inc.**  
 Surveying & Engineering  
 2000 N. 14th Street  
 Denver, CO 80202  
 PHONE: 303.733.4200  
 FAX: 303.733.4201  
 WWW: PLATTMANN.COM

COLORADO DEPARTMENT OF TRANSPORTATION



Region 4  
1420 2nd Street  
Greeley, CO 80631  
Phone: (970) 350-2153 FAX: (970) 350-2178

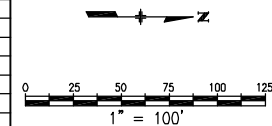
Right of Way Plans Unit: David G. Mantych, PLS

| Sheet Revisions |  |     |
|-----------------|--|-----|
| mm/dd/yy        | Added  | XXX |
| 08/07/06        | Added Sheet 14A, Added Pnts 6000 to 6005       | XXX |
| 10/19/10        | Added Recording and as monumented information. | CGG |

| Sheet Revisions |       |     |
|-----------------|-------|-----|
| mm/dd/yy        | Added | XXX |
|                 |       |     |

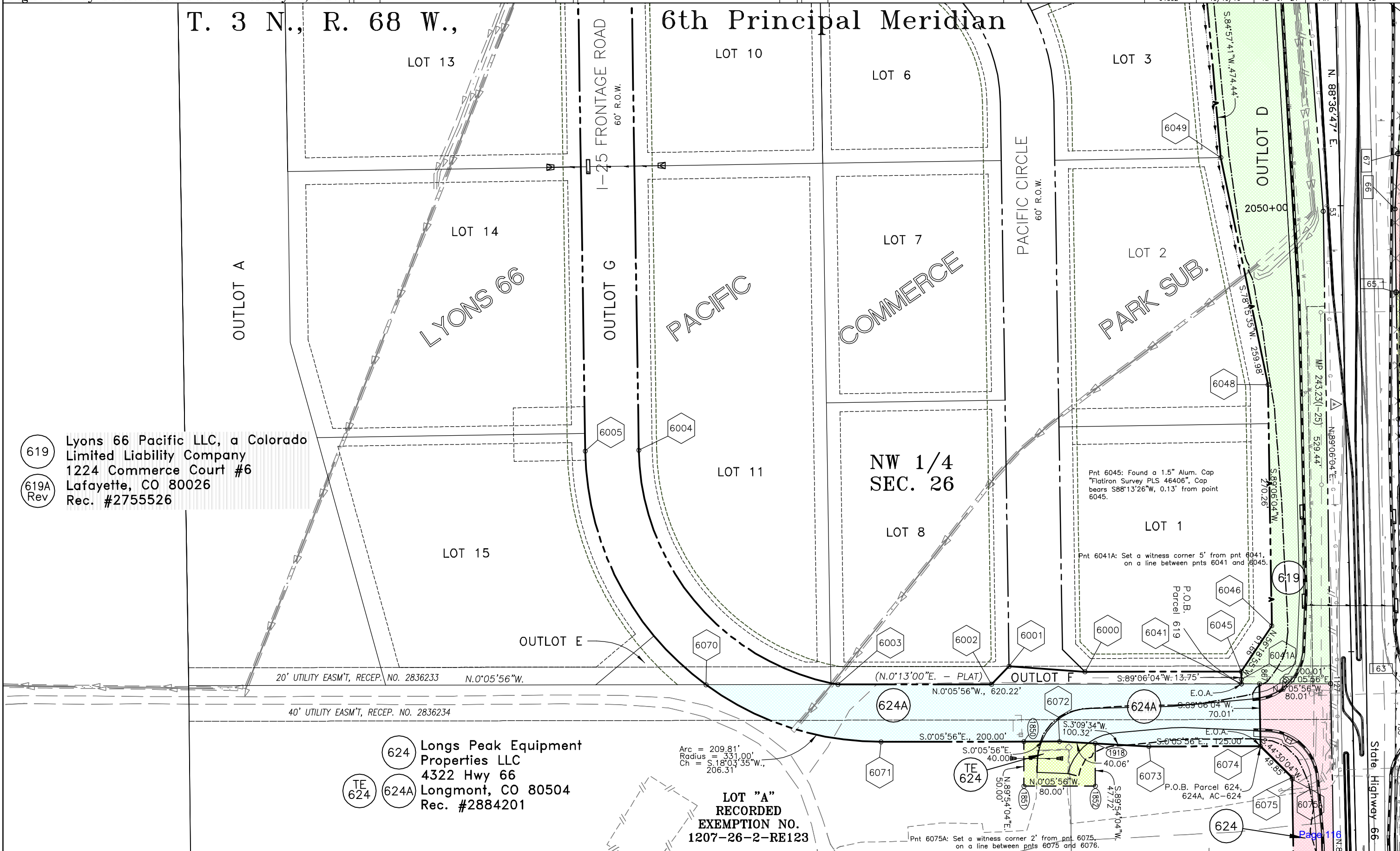
| Sheet Revisions |       |     |
|-----------------|-------|-----|
| mm/dd/yy        | Added | XXX |
|                 |       |     |

| Right of Way Plans                 |                |               |           |                     |
|------------------------------------|----------------|---------------|-----------|---------------------|
| Plan Sheet                         |                |               |           |                     |
| Project Number: NH-IRCX 025-3(109) |                |               |           |                     |
| Project Location: Unit 6           |                |               |           |                     |
| Project Location: SH 119 to SH 66  |                |               |           |                     |
| Project Code                       | Last Mod. Date | Subset Sheets | Sheet No. | Total No. of Sheets |
| 91032                              | 10/19/10       | 12 of 24      | 14A       | 62                  |



T. 3 N., R. 68 W.,

6th Principal Meridian



619 Lyons 66 Pacific LLC, a Colorado Limited Liability Company  
 1224 Commerce Court #6  
 Lafayette, CO 80026  
 Rec. #2755526

624 Longs Peak Equipment Properties LLC  
 4322 Hwy 66  
 Longmont, CO 80504  
 Rec. #2884201

Arc = 209.81'  
 Radius = 331.00'  
 Ch = S.18°03'35"W., 206.31'

LOT "A"  
 RECORDED  
 EXEMPTION NO.  
 1207-26-2-RE123

Pnt 6075A: Set a witness corner 2' from pnt 6075, on a line between pnts 6075 and 6076.



WARRANTY DEED

THIS DEED, dated, 1/25/2008, between Longs Peak Equipment Properties LLC whose legal address is 4322 Highway 66, Longmont CO 80504 located in the County of Weld and State of Colorado, grantor, and Department of Transportation, State of Colorado, whose legal address is 4201 East Arkansas Avenue, Denver, CO 80222 of the City and County of Denver and State of Colorado, grantee:

WITNESS, that the grantor, for and in consideration of the sum of \$165,970.00 ONE HUNDRED SIXTY FIVE THOUSAND NINE HUNDRED SEVENTY AND NO/100THS... DOLLARS, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantee, his heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Weld and State of Colorado, described as follows:

See Attached Exhibit "A" dated December 1, 2005 for:  
Project Number: NHIRCX 025-3(109)Unit 6  
Parcel Number: 624A  
Project Code: 91032

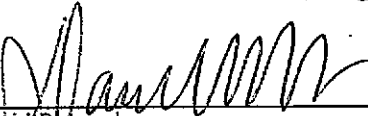
TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. The grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the ensembling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except

The grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

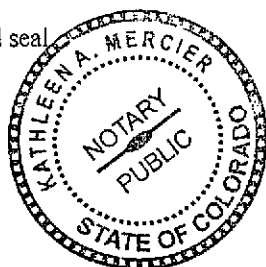
  
\_\_\_\_\_  
David P. Lamb  
Manager

STATE OF COLORADO  
County of Weld

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of JANUARY, 2008 by David P. Lamb, Manager of Longs Peak Equipment Properties LLC.

Witness my hand and official seal

My commission expires: 4/13/2010



  
\_\_\_\_\_  
Notary Public



NH-IRCX 025-3(109) Unit 6  
Parcel Number: 624A

**EXHIBIT "A"**  
PROJECT NUMBER: NH-IRCX 025-3(109) Unit 6  
PARCEL NUMBER: 624A  
PROJECT CODE: 91032  
DATE: December 1, 2005

**LEGAL DESCRIPTION**

A tract or parcel of land No. 624A of the Department of Transportation, State of Colorado, Project No. NH-IRCX 025-3(109) Unit 6, containing 36,882 square feet (0.847 acres), more or less, in Lot "A", Recorded Exemption No. 1207-26-2-RE123, in the NW 1/4 of Section 26, Township 3 North, Range 68 West, of the Sixth Principal Meridian, in Weld County, Colorado, said tract or parcel of land being more particularly described as follows:

Commencing at the N 1/4 corner of said Section 26, T. 3 N., R. 68 W., of the 6<sup>th</sup> P.M.; Thence S. 89°06'04" W., along the north line of the NW 1/4 of said Section 26, a distance of 1270.76 feet; Thence S. 0°05'56" E., a distance of 120.01 feet; Thence N. 89°06'04" E., parallel to the south right of way line of SH 66 (September 2005), a distance of 70.01 feet to the TRUE POINT OF BEGINNING;

1. Thence S. 0°05'56" E., a distance of 125.00 feet;
2. Thence S. 3°09'34" W., a distance of 100.32 feet;
3. Thence S. 0°05'56" E., a distance of 200.00 feet;
4. Thence along the arc of a curve to the right having a radius of 331.00 feet, a distance of 209.81 feet, (the chord of said arc bears S. 18°03'35" W., a distance of 206.31 feet) to a point on the west line of Lot "A", Recorded Exemption No. 1207-26-2-RE123;
5. Thence N. 0°05'56" W., along said west line, a distance of 620.22 feet;
6. Thence N. 89°06'04" E., parallel to the south right of way line of said SH 66 (September 2005), a distance of 70.01 feet, more or less, to the TRUE POINT OF BEGINNING.

The above described parcel contains 0.847 acres (36882 square feet), more or less.

Basis of Bearing: All Bearing are based on a line connecting the NW corner of Section 26, T. 3 N., R. 68 W. of the 6<sup>th</sup> P.M. (2" Alum Cap set 5" below surface of asphalt road, stamped S22 S23 S27 S26, 1984, PLS 13446), and the N 1/4 corner of Section 26, T. 3 N., R. 68 W. of the 6<sup>th</sup> P.M. (2" Alum Cap set flush with the surface of asphalt road, in Range Box, stamped T3N, R68W, 6<sup>th</sup> PM, N 1/4, S26, 1994, PLS 23500) as Bearing N.89°06'04"E.

Handwritten signature of David G. Mantych. A circular notary seal for David G. Mantych, Notary Public, State of Colorado, Commission No. 16412, dated 12/06/2005.

For and on Behalf of the  
Colorado Department of Transportation  
David G. Mantych, PLS 16412  
1420 2<sup>nd</sup> Street  
Greeley, CO 80631

Exhibit B -- Example of Quit Claim Deed

QUITCLAIM DEED

THIS DEED, is dated \_\_\_\_\_ day of \_\_\_\_\_, 2016, is made between Department of Transportation, State of Colorado of the City and County of Denver and State of Colorado, grantor, and Weld County, Colorado, A Body Corporate and Politic whose legal address is 1555 North 17th Street, Greeley, Colorado 80631 of the County of Weld and State of Colorado, grantee,

WITNESS, that the grantor(s), for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good an valuable consideration, receipt and sufficiency of which is hereby acknowledged, have remised, released, sold and QUITCLAIMED, and by these presents do remise, release, sell and QUITCLAIM unto the grantee(s), their heirs, successors and assigns forever, all the right, title, interest, claim and demand which the grantor(s) have in and to the real property, together with improvements, if any, situate, lying and being in the County of Weld and State of Colorado, described as follows:

See attached Exhibit "A" for Parcel 604, dated March 14, 2016

Reference  
CDOT Project Number: NH-IRCX 025-3(109) Unit 6  
Project Code: 91032

IN THE EVENT THE PROPERTY HEREIN CONVEYED FAILS TO BE USED FOR COUNTY HIGHWAY OR CITY STREET PURPOSES, OR IF ATTEMPTED TO BE TRANSFERRED TO ANY PARTY EXCEPT CDOT OR THE STATE, THEN THIS DEED SHALL BECOME NULL AND VOID AND THE PROPERTY SHALL REVERT TO THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the grantor(s), either in law or equity, to the only proper use, benefit and behoove of the grantee(s) their heirs and assigns forever.

IN WITNESS WHEREOF, the grantor have executed this deed on the date set forth above.

ATTEST:

COLORADO DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
David Fox, Chief Clerk for Right of Way

By: \_\_\_\_\_  
JOSHUA LAIPPLY, P.E. Chief Engineer

Approved as to form: \_\_\_\_\_

\_\_\_\_\_ Date

STATE OF COLORADO )  
 ) ss.  
City and County of Denver )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by David Fox, Chief Clerk for Right of Way and Joshua Laipply, P.E. as Chief Engineer of the Department Transportation, State of Colorado

Witness my hand and official seal.  
My commission expires:

\_\_\_\_\_  
Notary Public

I. Jeffrey Nading, 10601 W. 10th St., Greeley, CO 80634  
Name and Address of Person Creating Newly Created Legal Description (§ 38-35-106.5, C.R.S.)

# EXHIBIT C

## Legal Description

I-25 Frontage Road

DESCRIPTION

May 12, 2018

All of the existing Right-of-Way of I-25 Frontage Road, located in the NW  $\frac{1}{4}$  of Section 26, Township 3 North, Range 68 West of the 6th Principal Meridian, County of Weld, State of Colorado, being more particularly described as follows:

Outlot G and Outlot F per The Final Plat of LYONS 66 PACIFIC COMMERCE PARK recorded at reception no. 3397412, June 20, 2006.

AND

Parcel 624A of CDOT Project Number: NH-IRCX 025-3(109) Unit 6, Project Code: 91032. Legal Description at reception no. 7343744, February 13, 2008.

The above description is intended to give up all of CDOT's interest in the I-25 Frontage Road in the area listed above.

For and on behalf of the  
Colorado Department of Transportation  
Thomas W. Nicholas, PLS 28657  
10601 W. 10th Street  
Greeley, CO 80634

## EXHIBIT D

### Transportation Commission Resolution

#### **Resolution # TC-19-06-03**

Abandonment of I-25 East Frontage Road Mead: Project #: C 0253-269; Project Code: 22781;  
Location: I-25 East Frontage Road from Hwy 66 South and the southerly terminus of I-25 East  
Frontage Road; Municipality: Town of Mead

**Approved by the Transportation Commission on June 20, 2019.**

**WHEREAS**, the Department of Transportation owns 0.5 linear miles in the Town of Mead identified as I-25 East Frontage Road;

**WHEREAS**, that portion of I-25 East Frontage Road is located between Hwy 66 South and the southerly terminus of I-25 East Frontage Road (Exhibit A);

**WHEREAS**, the Colorado Revised Statute 43-2-106 (1)(a) provides that the Transportation Commission may determine that a state highway, or portion thereof, no longer functions as a State Highway, and with the agreement of each affected county or municipality, the State Highway, or portion thereof, can be abandoned to the affected county or municipality;

**WHEREAS**, the Town of Mead proposed to take ownership of I-25 East Frontage Road, between Hwy 66 South and the southerly terminus of I-25 East Frontage Road, in exchange for a payment of \$53,500.00 from the Department of Transportation;

**WHEREAS**, the governing body of the Town of Mead adopted resolution # 81-R-2017 agreeing to the State's abandonment of the portion of I-25 East Frontage Road and agreeing that said highway segment no longer serves the ongoing purposes of the State Highway system; committing the Town of Mead to assume ownership of said highway segment in the "as is" condition;

**WHEREAS**, within 90 days of the official notification of such abandonment by the Transportation Commission, the Town of Mead shall execute a resolution or ordinance accepting the abandoned portion of I-25 East Frontage Road in the "as is" condition as a town street;

**WHEREAS**, after execution of the Town of Mead's resolution of acceptance of the abandoned portion of I-25 East Frontage Road, CDOT will execute a quitclaim deed that will include a reversion provision stating that if the property that is the subject of the quitclaim deed is not used for transportation purposes, title to such property will automatically revert back to CDOT;

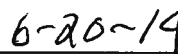
**WHEREAS**, Transportation Commission is authorized pursuant to 43-2-106 to make determinations regarding abandonment of State Highway(s) to affected county(ies) or municipality(ies);

**WHEREAS**, the Transportation Commission has determined the 0.5 linear miles of I-25 East Frontage Road from Hwy 66 South and the southerly terminus of I-25 East Frontage Road (Exhibit A) is no longer needed for State Highway purposes and that it could be abandoned to the Town of Mead;

**NOW THEREFORE BE IT RESOLVED**, pursuant to the provisions of the CRS, Sections 43-2- 106, the Transportation Commission declares approximately 0.5 linear miles of I-25 East Frontage Road located between Hwy 66 South and the southerly terminus of I-25 East Frontage Road, as shown in Exhibit A, eligible for abandonment.



Herman Stockinger, Secretary  
Transportation Commission of Colorado



Date





## Agenda Item Summary

MEETING DATE: January 13, 2020

SUBJECT: Annual Designation of Posting Places within the Town of Mead

PRESENTED BY: Mary Strutt, MMC, Town Clerk

### SUMMARY

---

Per Colorado Revised Statute 24-6-402(2)(c), public places for posting are to be designated by the Board of Trustees at the first meeting of each year.

Meeting notices are posted on the Town's website. Ordinances are posted at three locations in town. Those posting locations are: inside at the Town Hall; outside at the Town Hall; and outside at the Sekich/7-Eleven building in Sekich Business Park.

### FINANCIAL CONSIDERATIONS

---

None

### STAFF RECOMMENDATION/ACTION REQUIRED

---

Staff recommends a motion to adopt Resolution No. 04-R-2020, - a resolution of the Town of Mead, Colorado, designating the public places for posting of public notices for regular and special meetings of local public bodies of the Town and designating public places within the Town for posting of ordinances.

### ATTACHMENTS

---

Resolution No. 04-R-2020

**TOWN OF MEAD, COLORADO  
RESOLUTION NO. 04-R-2020**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, DESIGNATING THE PUBLIC  
PLACES FOR POSTING OF PUBLIC NOTICES OF REGULAR AND SPECIAL MEETINGS  
OF LOCAL PUBLIC BODIES OF THE TOWN AND DESIGNATING PUBLIC PLACES  
WITHIN THE TOWN FOR POSTING OF TOWN ORDINANCES**

**WHEREAS**, Sec. 2-2-210 of the *Mead Municipal Code* (“MMC”) requires that notice of all regular and special meetings of the Town be posted at least twenty-four (24) hours in advance on the Town website; and

**WHEREAS**, the Colorado Legislature passed House Bill 19-1087 during the 2019 legislative session with the intent “...that local governments transition from posting physical notices of public meetings in physical locations to posting notices on a website...to the greatest extent practicable”; and

**WHEREAS**, the Board of Trustees previously adopted Ordinance No. 909 regarding online notice of public meetings; and

**WHEREAS**, the Board believes that posting notices on the Town website is a more effective means of dissemination of notice of all regular and special meetings of the Board of Trustees and other local public bodies of the Town, and that posting notice of said meetings on the Town website will provide more flexibility and visibility than posting at a physical location; and

**WHEREAS**, Sec. 1-3-60 of the MMC provides, in relevant part, that “[t]he publication of all ordinances adopted by the Board of Trustees shall be accomplished by the posting of said ordinances in three (3) public places within the Town” and that “[t]he public places for posting ordinances shall be designated annually at the Board of Trustees’ first regular meeting of each calendar year”; and

**WHEREAS**, the Board desires to comply with Sec. 1-3-60 of the MMC by designating the public places for posting of ordinances at the January 13, 2020 regular meeting,

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

**Section 1.** The Town of Mead website, [www.townofmead.org/](http://www.townofmead.org/), is hereby designated as the place at which notices of regular and special meetings of the Board of Trustees and other local public bodies of the Town, as listed in Section 3 of this Resolution below, and of all committees thereof, shall be posted for purposes of the Colorado Open Meetings Law, C.R.S. §24-6-402(2)(c).

**Section 2.** The following public places within the Town are designated as the public places for posting of Town ordinances, as required by Sec. 1-3-60 of the MMC:

Mead Town Hall inside bulletin board,  
441 3<sup>rd</sup> Street, Mead, Colorado

Mead Town Hall outside bulletin board,  
441 3<sup>rd</sup> Street, Mead, Colorado, and

Sekich Company LLC/7-Eleven building outside bulletin board,  
4301 Highway 66, Mead, Colorado

**Section 3. Effective Date.** This resolution shall become effective immediately upon adoption and shall apply to the following: Board of Trustees; Planning Commission; Liquor Licensing Authority; Finance Committee; Community Events Committee.

**Section 4. Legal Publication.** Whenever publication in a legal newspaper is required by ordinance of the Town or other law, the Town shall utilize *The Longmont Times-Call*, or such other legal newspaper as shall be selected from time to time by the Town Clerk.

**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 13th DAY OF JANUARY, 2020.**

**TOWN OF MEAD, COLORADO**

By: \_\_\_\_\_  
Colleen G. Whitlow, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Mary E. Strutt, MMC, Town Clerk

TO: Honorable Mayor and Trustees  
FROM: Helen Migchelbrink, Town Manager  
DATE: January 13, 2020  
SUBJECT: Town Manager Report

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### **Administration**

- The Mead Police Department promoted Officers Ellis and Schreiner to the position of Sergeant effective January 6.
- The Carbon Valley Parks and Recreation District will be hosting an open house at Town Hall on Tuesday, January 21, 2020 at 5:00 p.m. to emphasize the benefits of joining the district. CVPRD will be conducting a mail ballot election on February 4, 2020, with ballots being mailed to the registered electors of the Town of Mead between January 13 and January 20.
- The town is seeking a senior exercise instructor. The town has contracted with Longmont United Hospital; however, the hospital is eliminating the current instructors' positions, effective January 1. Classes have been canceled for January.
- All staff annual performance reviews are complete.
- Town is advertising for a Permit Technician, Deputy/Municipal Clerk and Police Officer. Interviews are planned for early January.
- Boss Café has closed. The building owner is looking for a new tenant.
- The Sugar Mill Antiques and Vintage Depot is open for business. The Grand Opening is scheduled for January 18 from 4:00 to 7:00 PM.
- The first six model homes are under construction in the Sorrento subdivision.
- Campaign Informational Meeting was held on January 7. One interested candidate attended. Nomination petitions for candidates are available until January 27.
- Weld County Elections has no concerns about the town changing the date of the regular municipal election from April to November of even-numbered years. They are watching proposed legislation to require the county to provide bilingual ballots, which will increase their costs and the expenses charged. If the Board has interest in putting this question to the voters in April, ballot language would need to be approved at the next Board meeting.
- Committee / Commissions Meetings:
  - The Finance Committee will meet in the first quarter of 2020.
  - The Planning Commission has no agenda items for January 15 and will reconvene on February 19.
  - Events Committee will meet on January 14. The committee is seeking to fill two vacancies.

### **Planning and Building**

- Staff continues to work with applicants on a variety of development projects, including the Waterfront Annexation/Zoning and Preliminary Plat applications, which will likely be presented for the Board's consideration early in 2020.
- Please see attached planning and development maps for more information.



## **Public Works and Engineering**

- A recent State inspection of the dams at Mead Ponds indicated the riprap on some of the dam slopes has deteriorated due to erosion, and additional riprap protection should be added. Recycled concrete cobble has been delivered and will be used to reestablish the slope of the dam embankment. Staff negotiated with a contractor who was hauling waste material from a nearby subdivision to deliver the concrete free of charge, saving haul expenses for the contractor and significant material costs for the Town.
- Concrete curb, gutter and sidewalk installation continues at the Sorrento development. Both WCR 32 and WCR 5 are now open to through traffic. The water line has been installed, and the model home building permits have been issued.
- Staff has implemented the web-based work management software. Work orders are created by front-desk or Public Works staff and issued to field personnel. Requests for street, park and facility maintenance can be easily tracked and monitored through completion.

## **Finance**

- Finance has been making internal adjustments to accounts payable and receivables and instituting new procedures.

## **Human Resources**

- Completed renewal review of worker comp policy and are expecting a discount (up to 18% of the total annual premium, which could be thousands) based on the Town's current e-mod (Experience Modification Factor) rating. Basically, this means that the Town of Mead has had such a great WC record in the past years that you could've asked the WC provider for a discount based on the low e-mod rating. The review will determine the discount received and will be completed in January.
- Streamlining current HR practices and creating electronic processes to save time and make information more easily accessible.
- Revising performance review process for 2020; incorporating self assessments and manager assessment into the process.
- Employee Handbook revisions for 2020.

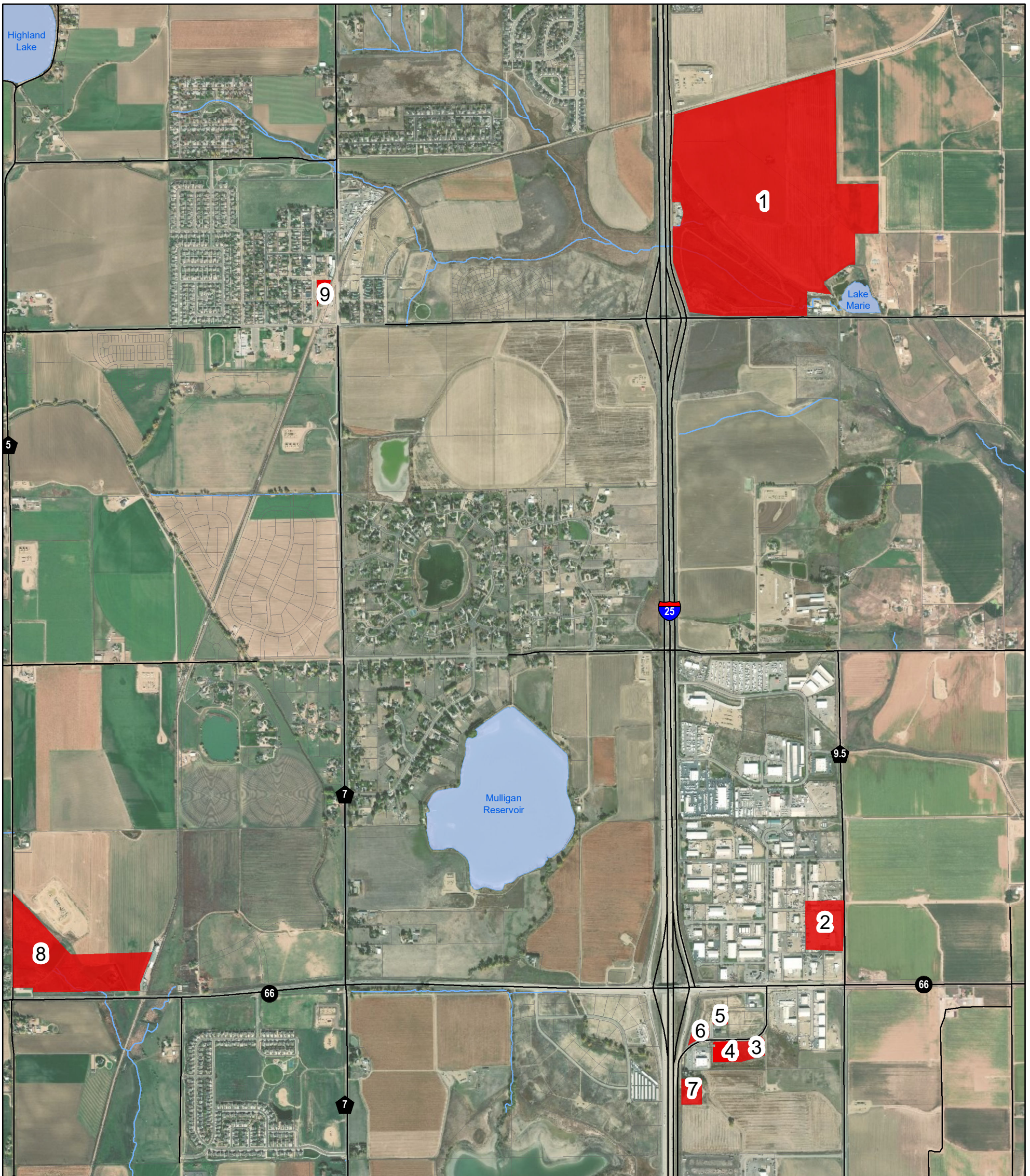
## **Community Engagement**

- New light pole banners were designed and created using the town's new brand. Public Works will be hanging the banners along Main Street in early January.
- Staff began the implementation process for ArchiveSocial, an archiving tool used for retention of social media records.
- PIO is busy creating an end-of-year report for communication channels.
- Registration for spring youth volleyball and soccer will begin in January.
- Recreation Coordinator is exploring alternative tools for sport, event, etc. registration – an alternative to Jarvis.

## **Police Department**

- Report Attached





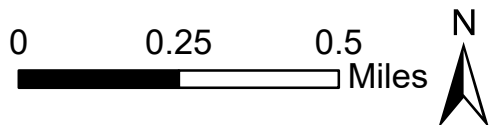
## Active Commercial Development Projects

Town of Mead



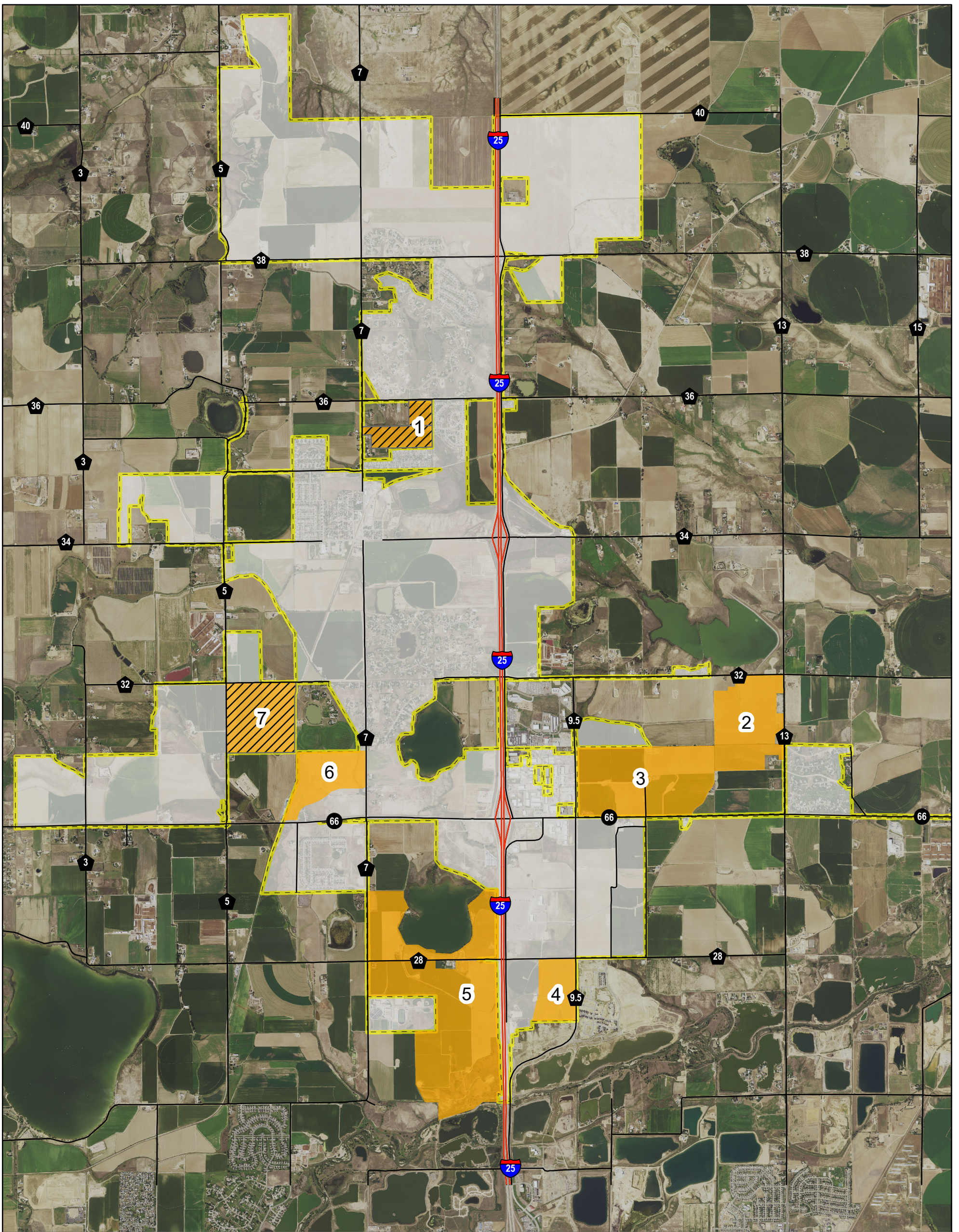
### Legend

- Active Projects
- Town of Mead Boundary



1. Raterink Mixed-Use Subdivision - Industrial Use Subdivision
2. MWD-Sewczak - Administrative Plat/Lot Line Adjustment
3. Mead Flex (Lyons 66 Lot 15) - One Building for Office and Warehouse Uses (currently under construction)
4. Own it Storage (Lyons 66 Lot 1A) - Four Buildings for Office and Warehouse Uses (one building complete, one under construction)
5. Sugar Mill Antiques and Vintage Depot (Lyons 66 Lot 6) - Retail Site Plan (currently under construction)
6. Rocky Mountain Midstream (Lyons 66 Lot 9) - Commercial Office Building Site Plan (currently under construction)
7. Built Construction - Commercial Site Plan (currently under construction)
8. Gopher Gulch - Annexation for RV Park & Campground (2 separate applications)
9. Mead Towne Center (currently under construction)








**Town of Mead**

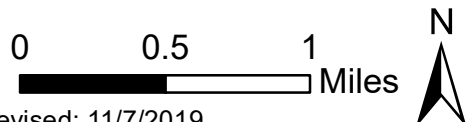


**Legend**

-  Under Construction
-  Active Projects
-  Town of Mead Boundary

**Active Residential Development Projects**

1. The Highlands - 154 Single-Family Lot Subdivision
2. Red Barn - 454 Single-Family Lot Subdivision
3. Meadow Ridge - 1,007 Unit Residential Subdivision With Commercial Uses
4. St. Acacius - Engineering and Construction Plans (222 Single-Family Lots)
5. Waterfront at Foster Lake - 1,800 Unit Residential Subdivision With Commercial Uses
6. Mead Place - 311 Single-Family Lot Subdivision
7. Sorrento Estates - 454 Single-Family Lot Subdivision





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# Mead Police Department



## Monthly Activity - December, 2019

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### STAFFING:

Officers Abuso, Barela, Dixon, Ellis, Ross and Schreiner are working patrol.

Officer Coleman is assigned to Mead High School as the SRO.

### TRAINING:

Firearms – Officers Ellis and Newbanks trained on Dec 17.

Arrest Control – Officer Coleman trained on Dec 10 and 11.

### COMMUNITY EVENTS:

Christmas in the Park on Dec 7.

### MONTHLY STATS:

Total Calls for Service (CFS) = 454 CAD entries

Traffic Contacts: 78 total, 24 warnings, 29 citations

Crashes: 42 responses

Parking: 29 total, 21 citations, 3 warnings and 43 abandoned vehicle complaints

Alarm Calls: 23 responses

### NOTABLE CALLS FOR SERVICE:

#### CRIME – LOCATION – CASE NUMBER - DATE

Stolen Vehicle – ██████ Highland Dr – 19ML04344 – 12/01/2019  
U-Haul truck was reported stolen after not being returned.

Crash – Hwy 66 and I-25 – 19ML04348 – 12/01/2019  
2 Vehicle rear-end crash. No injuries.

Stolen Vehicle – ██████ N Valley Dr – 19ML04394 – 12/03/2019  
Truck stolen on Dec 1 and discovered today. Recovered in Firestone.

Crash Assist – Hwy 66 / WCR 17 – 19ML04400 – 12/04/2019  
Head on double fatal crash east of Mead, assisted Colorado State Patrol with investigation.



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Crash – WCR 34 / I-25 F.R. – 19ML04401 – 12/04/2019

Two vehicle broadside crash. No injuries.

Narcotics Possession – Mead High School – 19ML4411 – 12/04/2019

Student in possession of suspected LSD.

Juvenile Disturbance – Mead – 19ML04412 – 12/04/2019

Two juveniles got into a fight after school and it was verbally resolved.

Crash – [REDACTED] WCR 34 – 19ML04416 – 12/05/2019

2 vehicle rear-end collision.

Burglary – Rocky Mtn Saloon – 19ML04450 – 12/06/2019

Forced entry overnight, under investigation.

Crash – Settler Ridge – 19ML04454 – 12/06/2019

School bus and truck, no injuries.

Domestic Assault – Mead – 19ML04455 – 12/06/2019

Female reported to Longmont PD, under investigation.

Domestic Disturbance – Hwy 66 / WCR 7 – 19ML04464 – 12/07/2019

Third party reported domestic dispute. Under investigation.

Theft – Pacific Circle – 19ML04473 – 12/09/2019

Theft of generator from construction site.

Marijuana – Mead High School – 19ML04522 – 12/12/2019

Student charged with possession of marijuana.

Drug Paraphernalia – Mead High School – 19ML04525 – 12/12/2019

Student charged with possession of drug paraphernalia.

Crash – Hwy 66 / WCR 7 – 19ML04534 – 12/13/2019

2 vehicle rear-end crash. No injuries.

Crash – Mead High School – 19ML04542 – 12/13/2019

2 vehicle crash. No injuries.

Crash – Main / Martin – 19ML04549 – 12/14/2019

2 vehicle crash involved a USPS vehicle. No injuries.

Auto Prowl – Grand View – 19ML04561 – 12/15/2019

Occurred between Nov 23 and Dec 13.

Theft – Tractor Supply – 19ML04576 – 12/16/2019

Shoplifting – under investigation

Animal – [REDACTED] Mulligan Lake Drive – 19ML04592 – 12/17/2019

One dog found in the neighborhood, after attempting to find the owner, the dog was taken

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to Longmont Humane Society. Owner later called and cited for dog at large.

Disturbance – [REDACTED] Jarett Drive – 19ML04596 – 12/17/2019  
Family disturbance, no arrest.

Warrant Arrest – Kum and Go – 19ML04602 – 12/17/2019  
[REDACTED] and [REDACTED] arrested on active warrants.

Disturbance – Mead High School – 19ML04607 – 12/18/2019  
A student was cited for disorderly conduct for fighting another student.

Crash – WCR 13 / Hwy 66 – 19ML04627 – 12/19/2019  
2 vehicle broadside collision, driver cited for red light violation.

Auto Prowl – Grand View – 19ML04631 – 12/20/2019  
Occurred between Dec 12 and Dec 13.

Crash – Hwy 66 / Mead Street – 19ML04646 – 12/20/2019  
2 vehicle broadside collision, driver cited for careless driving.

Crash – I-25 FR / WCR 38 – 19ML04647 – 12/20/2019  
2 vehicle rear-end collision, driver cited for careless driving.

Crash Hit and Run – [REDACTED] 7<sup>th</sup> Street – 19ML04650 – 12/21/2019  
Unknown vehicle struck parked vehicle and left the scene.

Theft – [REDACTED] Margil Rd – 19ML04661 – 12/22/2019  
Unknown suspect stole package from porch.

Auto Prowl – [REDACTED] Cinnamon Circle – 19ML04665 – 12/23/2019  
Occurred the night of December 23. Tools and other items taken.

Crash Hit and Run – I-25 / Hwy 66 – 19ML04690 – 12/25/2019  
Vehicle left the roadway, struck a sign, re-entered the roadway, struck vehicle#2 and left the scene. Driver located and cited for careless driving and leaving the scene.

Stolen Vehicle – [REDACTED] Blue Heron Court – 19ML04695 – 12/26/2019  
Vehicle left unlocked with keys in it. Stolen between midnight and 7 a.m. Recovered in Broomfield with suspects identified. Under-investigation.

Crash Hit and Run – Red Rooster – 19ML04722 – 12/27/2019  
Unknown vehicle struck parked vehicle and left the scene.

Crash – Hwy 66 at mm 46 – 19ML04750 – 12/28/2019  
Two vehicle front to side collision. Driver cited for failing to maintain lane of travel.

Crash – Hwy 66 / WCR 9 ½ – 19ML04753 – 12/28/2019  
Three vehicle crash, vehicle lost control and struck two vehicles traveling in opposite direction.

Warrant – Hwy 66 / WCR 9 ½ – 19ML04754 – 12/28/2019  
Driver arrested on active warrant.

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Trespass to vehicle – 200 block of Eagle Ave – 19ML4781 – 12/31/2019  
3 unknown suspects trespassed vehicles on Eagle. Under investigation.

Vandalism – Hwy 66 / I-25 – 19ML4782 – 12/31/2019  
Unknown suspect threw items at victim's vehicle causing scratch.

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**WCSO RESPONSES TO MEAD:**



## Report Criteria:

Report type: GL detail

| GL Period    | Check Issue Date | Check Number | Payee                     | Invoice Number | Invoice GL Account | Description                          | Invoice Amount |
|--------------|------------------|--------------|---------------------------|----------------|--------------------|--------------------------------------|----------------|
| 12/19        | 12/19/2019       | 31423        | 4RIVERS EQUIPMENT         | 778231         | 01-44-5216         | Parts                                | 219.66         |
| 12/19        | 12/19/2019       | 31423        | 4RIVERS EQUIPMENT         | 781755         | 01-44-5216         | Repair on JD 4520                    | 286.20         |
| Total 31423: |                  |              |                           |                |                    |                                      | 505.86         |
| 12/19        | 12/19/2019       | 31424        | ADAMSON POLICE PRODUCTS   | INV316695      | 01-42-5330         | Glock Conversion kits                | 520.00         |
| Total 31424: |                  |              |                           |                |                    |                                      | 520.00         |
| 12/19        | 12/19/2019       | 31425        | ALL SWEPT UP LLC          | 2612           | 01-44-5360         | 7/31/19 - 9/11/19 Street Sweeping    | 1,950.00       |
| Total 31425: |                  |              |                           |                |                    |                                      | 1,950.00       |
| 12/19        | 12/19/2019       | 31426        | ANDRES MACHO ABIA         | 10/2019 CEL    | 01-44-5300         | Phone Reimbursement                  | 20.00          |
| 12/19        | 12/19/2019       | 31426        | ANDRES MACHO ABIA         | 10/2019 CEL    | 01-45-5300         | Phone Reimbursement                  | 20.00          |
| 12/19        | 12/19/2019       | 31426        | ANDRES MACHO ABIA         | 113019 CELL    | 01-44-5300         | Phone Reimbursement                  | 20.00          |
| 12/19        | 12/19/2019       | 31426        | ANDRES MACHO ABIA         | 113019 CELL    | 01-45-5300         | Phone Reimbursement                  | 20.00          |
| Total 31426: |                  |              |                           |                |                    |                                      | 80.00          |
| 12/19        | 12/19/2019       | 31427        | BROWNS HILL ENGINEERING & | 18443          | 06-47-5215         | SRB Controller upgrade               | 6,816.00       |
| Total 31427: |                  |              |                           |                |                    |                                      | 6,816.00       |
| 12/19        | 12/19/2019       | 31428        | BSN SPORTS LLC            | 906964298      | 01-45-5260         | Volleyball parts                     | 1,500.00       |
| 12/19        | 12/19/2019       | 31428        | BSN SPORTS LLC            | 907579727      | 01-45-5260         | Return- volleyball parts             | 1,103.99-      |
| Total 31428: |                  |              |                           |                |                    |                                      | 396.01         |
| 12/19        | 12/19/2019       | 31429        | CARDMEMBER SERVICE        | 1008 112619    | 01-42-5216         | Car wash                             | 72.00          |
| 12/19        | 12/19/2019       | 31429        | CARDMEMBER SERVICE        | 1008 112619    | 01-42-5700         | Frezzer                              | 189.98         |
| 12/19        | 12/19/2019       | 31429        | CARDMEMBER SERVICE        | 1008 112619    | 01-42-5700         | Chain box                            | 11.65          |
| 12/19        | 12/19/2019       | 31429        | CARDMEMBER SERVICE        | 1008 112619    | 01-42-5700         | Misc supplies                        | 17.89          |
| 12/19        | 12/19/2019       | 31429        | CARDMEMBER SERVICE        | 1008 112619    | 01-42-5700         | Misc supplies                        | 12.34          |
| 12/19        | 12/19/2019       | 31429        | CARDMEMBER SERVICE        | 1008 112619    | 01-42-5330         | Tile board                           | 13.74          |
| 12/19        | 12/19/2019       | 31429        | CARDMEMBER SERVICE        | 1008 112619    | 01-42-5330         | targets                              | 57.50          |
| 12/19        | 12/19/2019       | 31429        | CARDMEMBER SERVICE        | 1008 112619    | 01-41-5235         | Sidewalk sign kit                    | 179.95         |
| 12/19        | 12/19/2019       | 31429        | CARDMEMBER SERVICE        | 1008 112619    | 01-42-5700         | Spit hoods                           | 41.83          |
| 12/19        | 12/19/2019       | 31429        | CARDMEMBER SERVICE        | 3514 112619    | 01-40-5330         | PE Course                            | 18.00          |
| 12/19        | 12/19/2019       | 31429        | CARDMEMBER SERVICE        | 3514 112619    | 01-40-5330         | Pro License (PE)                     | 43.50          |
| 12/19        | 12/19/2019       | 31429        | CARDMEMBER SERVICE        | 3514 112619    | 01-40-5700         | DRC Meeting                          | 10.51          |
| 12/19        | 12/19/2019       | 31429        | CARDMEMBER SERVICE        | 3514 112619    | 01-40-5700         | DRC Meeting                          | 13.40          |
| 12/19        | 12/19/2019       | 31429        | CARDMEMBER SERVICE        | 3514 112619    | 01-40-5700         | Job Posting HR/Fin Clerk             | 175.00         |
| 12/19        | 12/19/2019       | 31429        | CARDMEMBER SERVICE        | 3514 112619    | 01-40-5700         | DR Going away breakfast              | 102.85         |
| 12/19        | 12/19/2019       | 31429        | CARDMEMBER SERVICE        | 3514 112619    | 01-40-5700         | Pvmt mgmt selection committee        | 43.02          |
| 12/19        | 12/19/2019       | 31429        | CARDMEMBER SERVICE        | 4614 112619    | 01-44-5210         | Ice hammers                          | 15.98          |
| 12/19        | 12/19/2019       | 31429        | CARDMEMBER SERVICE        | 4614 112619    | 01-44-5201         | Sales tax refund                     | 151.00-        |
| 12/19        | 12/19/2019       | 31429        | CARDMEMBER SERVICE        | 4614 112619    | 01-44-5201         | Antenna/ receiver                    | 2,151.00       |
| 12/19        | 12/19/2019       | 31429        | CARDMEMBER SERVICE        | 4614 112619    | 01-44-5330         | Construction Inspector Conference DK | 225.00         |
| 12/19        | 12/19/2019       | 31429        | CARDMEMBER SERVICE        | 5670 112619    | 01-45-5265         | Stanley Hotel canceled               | 540.00-        |
| 12/19        | 12/19/2019       | 31429        | CARDMEMBER SERVICE        | 5670 112619    | 01-45-5265         | Halloween supplies                   | 46.61          |
| 12/19        | 12/19/2019       | 31429        | CARDMEMBER SERVICE        | 5670 112619    | 01-40-5205         | Postage                              | 7.85           |
| 12/19        | 12/19/2019       | 31429        | CARDMEMBER SERVICE        | 5670 112619    | 01-40-5700         | Staff appreciation                   | 37.22          |

M = Manual Check, V = Void Check



| GL Period    | Check Issue Date | Check Number | Payee                     | Invoice Number | Invoice GL Account | Description                          | Invoice Amount |
|--------------|------------------|--------------|---------------------------|----------------|--------------------|--------------------------------------|----------------|
| 12/19        | 12/19/2019       | 31429        | CARDMEMBER SERVICE        | 5670 112619    | 01-40-5700         | Staff appreciation                   | 19.48          |
| 12/19        | 12/19/2019       | 31429        | CARDMEMBER SERVICE        | 5670 112619    | 01-40-5700         | Staff appreciation                   | 6.16           |
| 12/19        | 12/19/2019       | 31429        | CARDMEMBER SERVICE        | 5670 112619    | 01-45-5265         | Senior Meals                         | 37.85          |
| 12/19        | 12/19/2019       | 31429        | CARDMEMBER SERVICE        | 5670 112619    | 01-45-5330         | Age Well conferense                  | 30.00          |
| 12/19        | 12/19/2019       | 31429        | CARDMEMBER SERVICE        | 5670 112619    | 01-45-5262         | tags- Giving tree                    | 74.59          |
| 12/19        | 12/19/2019       | 31429        | CARDMEMBER SERVICE        | 5670 112619    | 01-45-5262         | Banner christmas in the park         | 115.35         |
| 12/19        | 12/19/2019       | 31429        | CARDMEMBER SERVICE        | 5670 112619    | 01-45-5262         | Food truck - Christmas in the Park   | 2,500.00       |
| 12/19        | 12/19/2019       | 31429        | CARDMEMBER SERVICE        | 5670 112619    | 01-45-5262         | photo backdrop Christmas in the Park | 91.24          |
| 12/19        | 12/19/2019       | 31429        | CARDMEMBER SERVICE        | 5670 112619    | 01-45-5262         | Christmas in the Park supplies       | 253.27         |
| 12/19        | 12/19/2019       | 31429        | CARDMEMBER SERVICE        | 5670 112619    | 01-45-5262         | banner Christmas in the Park         | 41.95          |
| 12/19        | 12/19/2019       | 31429        | CARDMEMBER SERVICE        | 5670 112619    | 01-45-5265         | Senior burrito bar                   | 667.02         |
| 12/19        | 12/19/2019       | 31429        | CARDMEMBER SERVICE        | 7665 112619    | 01-44-5210         | Sales tax refund                     | 316.72-        |
| 12/19        | 12/19/2019       | 31429        | CARDMEMBER SERVICE        | 7700 112619    | 01-41-5330         | Sales tax refund                     | 32.76-         |
| 12/19        | 12/19/2019       | 31429        | CARDMEMBER SERVICE        | 7700 112619    | 01-40-5331         | Denver post online                   | 11.99          |
| 12/19        | 12/19/2019       | 31429        | CARDMEMBER SERVICE        | 7700 112619    | 01-40-5201         | MJT monthly service                  | 360.10         |
| 12/19        | 12/19/2019       | 31429        | CARDMEMBER SERVICE        | 7700 112619    | 01-40-5205         | Postage                              | 117.60         |
| 12/19        | 12/19/2019       | 31429        | CARDMEMBER SERVICE        | 7700 112619    | 01-41-5700         | Board meeting                        | 63.04          |
| 12/19        | 12/19/2019       | 31429        | CARDMEMBER SERVICE        | 7700 112619    | 01-41-5700         | WC Dinner                            | 11.52          |
| 12/19        | 12/19/2019       | 31429        | CARDMEMBER SERVICE        | 7700 112619    | 01-41-5700         | Coffee w Mayor                       | 8.98           |
| 12/19        | 12/19/2019       | 31429        | CARDMEMBER SERVICE        | 7700 112619    | 01-41-5700         | Board meeting                        | 68.46          |
| 12/19        | 12/19/2019       | 31429        | CARDMEMBER SERVICE        | 7700 112619    | 01-40-5700         | DR Going away gift                   | 61.32          |
| Total 31429: |                  |              |                           |                |                    |                                      | 6,986.26       |
| 12/19        | 12/19/2019       | 31430        | CASELLE                   | 99052          | 01-01-1302         | Support & Maint 1/2020               | 1,081.00       |
| Total 31430: |                  |              |                           |                |                    |                                      | 1,081.00       |
| 12/19        | 12/19/2019       | 31431        | CENTURY LINK              | 4018 120119    | 01-40-5300         | 705354018 Elevator line              | 66.45          |
| Total 31431: |                  |              |                           |                |                    |                                      | 66.45          |
| 12/19        | 12/19/2019       | 31432        | David D. Hoffman          | 19-6751 120    | 01-14-4420         | Refund, overpayment of fine 19-6751  | 25.00          |
| Total 31432: |                  |              |                           |                |                    |                                      | 25.00          |
| 12/19        | 12/19/2019       | 31433        | DESIGN CONCEPTS CLA, INC. | 0019701        | 18-40-5410         | Ames Park/Highland Lake MP 11/2019   | 4,237.50       |
| Total 31433: |                  |              |                           |                |                    |                                      | 4,237.50       |
| 12/19        | 12/19/2019       | 31434        | DRAKE PEARSON             | 113019 CELL    | 01-45-5300         | Cell Reimb.                          | 20.00          |
| 12/19        | 12/19/2019       | 31434        | DRAKE PEARSON             | 113019 CELL    | 01-44-5300         | Cell reimb                           | 20.00          |
| 12/19        | 12/19/2019       | 31434        | DRAKE PEARSON             | PER DIEM 1     | 01-45-5330         | Per Diem 10/6-10/9/19                | 192.50         |
| Total 31434: |                  |              |                           |                |                    |                                      | 232.50         |
| 12/19        | 12/19/2019       | 31435        | ENVIROTECH SERVICE, INC   | CD20200393     | 01-44-5364         | Ice Slicer                           | 2,908.00       |
| 12/19        | 12/19/2019       | 31435        | ENVIROTECH SERVICE, INC   | CD20200393     | 01-44-5364         | Ice Slicer                           | 3,055.52       |
| 12/19        | 12/19/2019       | 31435        | ENVIROTECH SERVICE, INC   | CD20200393     | 01-44-5364         | Ice Slicer                           | 2,538.07       |
| 12/19        | 12/19/2019       | 31435        | ENVIROTECH SERVICE, INC   | CD20200394     | 01-44-5364         | Ice Slicer                           | 2,448.66       |
| Total 31435: |                  |              |                           |                |                    |                                      | 10,950.25      |
| 12/19        | 12/19/2019       | 31436        | ERIKA RASMUSSEN           | 11/19 CELL/    | 01-40-5705         | 11/19 mileage/ parking               | 30.08          |
| 12/19        | 12/19/2019       | 31436        | ERIKA RASMUSSEN           | 11/19 CELL/    | 01-44-5300         | 11/2019 cell reimb.                  | 40.00          |
| 12/19        | 12/19/2019       | 31436        | ERIKA RASMUSSEN           | 12/2019 CEL    | 01-40-5700         | 12/3 NoCo PW luncheon                | 23.94          |

| GL Period    | Check Issue Date | Check Number | Payee                      | Invoice Number | Invoice GL Account | Description                        | Invoice Amount |
|--------------|------------------|--------------|----------------------------|----------------|--------------------|------------------------------------|----------------|
| 12/19        | 12/19/2019       | 31436        | ERIKA RASMUSSEN            | 12/2019 CEL    | 01-44-5300         | December Cell                      | 40.00          |
| Total 31436: |                  |              |                            |                |                    |                                    | 134.02         |
| 12/19        | 12/19/2019       | 31437        | FASTENAL                   | COLON7948      | 01-44-5364         | Electric tape                      | 5.23           |
| Total 31437: |                  |              |                            |                |                    |                                    | 5.23           |
| 12/19        | 12/19/2019       | 31438        | FELSBURG HOLT AND ULLEVIG  | 26196          | 01-40-5440         | Review - Meadow Ridge              | 190.00         |
| 12/19        | 12/19/2019       | 31438        | FELSBURG HOLT AND ULLEVIG  | 26197          | 01-40-5440         | Traffic Review - St. Acacius       | 570.00         |
| 12/19        | 12/19/2019       | 31438        | FELSBURG HOLT AND ULLEVIG  | 26198          | 01-40-5440         | Traffic Review - Red Barn          | 191.14         |
| 12/19        | 12/19/2019       | 31438        | FELSBURG HOLT AND ULLEVIG  | 26199          | 01-40-5440         | Traffic Review - Iglesia church    | 240.57         |
| 12/19        | 12/19/2019       | 31438        | FELSBURG HOLT AND ULLEVIG  | 26200          | 01-40-5440         | Waterfront Development review      | 2,520.81       |
| Total 31438: |                  |              |                            |                |                    |                                    | 3,712.52       |
| 12/19        | 12/19/2019       | 31439        | FINE LINES PAVEMENT MARKIN | 10685          | 01-44-5215         | Scooterhinge - new lines           | 350.00         |
| Total 31439: |                  |              |                            |                |                    |                                    | 350.00         |
| 12/19        | 12/19/2019       | 31440        | FOX TUTTLE HERNANDEZ TRA   | 19021-7A       | 01-40-5405         | 11/2019 GENERAL ENGINEER           | 1,673.20       |
| Total 31440: |                  |              |                            |                |                    |                                    | 1,673.20       |
| 12/19        | 12/19/2019       | 31441        | G AND M DISPOSAL INC.      | 1912013303     | 06-47-5310         | Trash service 4504 Welker 12/2019  | 85.00          |
| 12/19        | 12/19/2019       | 31441        | G AND M DISPOSAL INC.      | 19120133119    | 01-40-5310         | Trash service 441 Third St 12/2019 | 115.00         |
| 12/19        | 12/19/2019       | 31441        | G AND M DISPOSAL INC.      | 1912013312     | 01-40-5310         | Trash service 537 Main St 12/2019  | 115.00         |
| Total 31441: |                  |              |                            |                |                    |                                    | 315.00         |
| 12/19        | 12/19/2019       | 31442        | GENE HAVENS                | 11/19 CELL     | 01-44-5300         | 11/2019 cell reimb.                | 20.00          |
| Total 31442: |                  |              |                            |                |                    |                                    | 20.00          |
| 12/19        | 12/19/2019       | 31443        | GREELEY LOCK AND KEY       | L23369         | 01-43-5500         | Door repair PD                     | 1,041.60       |
| Total 31443: |                  |              |                            |                |                    |                                    | 1,041.60       |
| 12/19        | 12/19/2019       | 31444        | HOME DEPOT CREDIT SERVIC   | 2769 112119    | 01-45-5370         | Landscaping materials              | 297.92         |
| 12/19        | 12/19/2019       | 31444        | HOME DEPOT CREDIT SERVIC   | 2769 112119    | 01-45-5370         | Landscaping materials              | 50.32          |
| 12/19        | 12/19/2019       | 31444        | HOME DEPOT CREDIT SERVIC   | 2769 112119    | 01-45-5262         | Christmas lights                   | 61.50          |
| 12/19        | 12/19/2019       | 31444        | HOME DEPOT CREDIT SERVIC   | 2769 112119    | 01-42-5215         | maintenance Kari's office          | 16.92          |
| 12/19        | 12/19/2019       | 31444        | HOME DEPOT CREDIT SERVIC   | 2769 112119    | 01-45-5210         | Extension cords                    | 196.68         |
| 12/19        | 12/19/2019       | 31444        | HOME DEPOT CREDIT SERVIC   | 2769 112119    | 01-42-5215         | Door Remotes                       | 149.90         |
| 12/19        | 12/19/2019       | 31444        | HOME DEPOT CREDIT SERVIC   | 2769 112119    | 01-45-5216         | Antifreeze                         | 3.54           |
| 12/19        | 12/19/2019       | 31444        | HOME DEPOT CREDIT SERVIC   | 2769 112119    | 01-45-5210         | Quickcrete                         | 197.00         |
| Total 31444: |                  |              |                            |                |                    |                                    | 973.78         |
| 12/19        | 12/19/2019       | 31445        | INTERSTATE FORD            | 882550         | 01-42-5216         | Brakes - unit 6                    | 447.96         |
| 12/19        | 12/19/2019       | 31445        | INTERSTATE FORD            | 882638         | 01-42-5216         | Replaced hose - PD Expedition      | 518.39         |
| Total 31445: |                  |              |                            |                |                    |                                    | 966.35         |
| 12/19        | 12/19/2019       | 31446        | Jack Ross                  | 121819 TUIT    | 01-40-5332         | fall 2019 semester                 | 1,397.35       |

| GL Period    | Check Issue Date | Check Number | Payee                       | Invoice Number | Invoice GL Account | Description                          | Invoice Amount |
|--------------|------------------|--------------|-----------------------------|----------------|--------------------|--------------------------------------|----------------|
| Total 31446: |                  |              |                             |                |                    |                                      | 1,397.35       |
| 12/19        | 12/19/2019       | 31447        | JARVIS                      | 4789           | 01-45-5265         | Senior Trip                          | 5.00           |
| 12/19        | 12/19/2019       | 31447        | JARVIS                      | 4789           | 01-45-5260         | 11/19 Receivables                    | 6.26           |
| 12/19        | 12/19/2019       | 31447        | JARVIS                      | 4789           | 01-45-5260         | Basketball                           | 177.50         |
| 12/19        | 12/19/2019       | 31447        | JARVIS                      | 4789           | 01-45-5260         | Yoga                                 | 25.00          |
| 12/19        | 12/19/2019       | 31447        | JARVIS                      | 4789           | 01-45-5262         | Christmas in the park Kids Crafts    | 45.00          |
| Total 31447: |                  |              |                             |                |                    |                                      | 258.76         |
| 12/19        | 12/19/2019       | 31448        | KONICA MINOLTA BUSINESS S   | 262874165      | 01-40-5315         | Copies BW                            | 7.39           |
| 12/19        | 12/19/2019       | 31448        | KONICA MINOLTA BUSINESS S   | 262874165      | 01-40-5315         | Copies Color                         | 37.86          |
| 12/19        | 12/19/2019       | 31448        | KONICA MINOLTA BUSINESS S   | 262902166      | 01-40-5315         | Copies BW                            | 19.86          |
| 12/19        | 12/19/2019       | 31448        | KONICA MINOLTA BUSINESS S   | 262902166      | 01-40-5315         | Copies color                         | 90.15          |
| Total 31448: |                  |              |                             |                |                    |                                      | 155.26         |
| 12/19        | 12/19/2019       | 31449        | KONICA MINOLTA PREMIER FIN  | 401657242      | 01-40-5315         | Copier Lease                         | 123.82         |
| 12/19        | 12/19/2019       | 31449        | KONICA MINOLTA PREMIER FIN  | 401657242      | 01-40-5315         | Copier Lease PW                      | 96.12          |
| 12/19        | 12/19/2019       | 31449        | KONICA MINOLTA PREMIER FIN  | 401657242      | 01-40-5315         | Copier Lease TH Upstairs             | 95.79          |
| Total 31449: |                  |              |                             |                |                    |                                      | 315.73         |
| 12/19        | 12/19/2019       | 31450        | LEXIPOL, LLC                | 32095          | 01-01-1302         | Law Enforcement Policy Manual 2020   | 2,910.00       |
| Total 31450: |                  |              |                             |                |                    |                                      | 2,910.00       |
| 12/19        | 12/19/2019       | 31451        | LITTLE THOMPSON WATER DIS   | 657602 1206    | 06-47-5305         | 657602 4504 Welker                   | 37.38          |
| Total 31451: |                  |              |                             |                |                    |                                      | 37.38          |
| 12/19        | 12/19/2019       | 31452        | LONGMONT HUMANE SOCIETY     | 1669           | 01-42-5346         | Animal Impounds 11/2019              | 760.00         |
| Total 31452: |                  |              |                             |                |                    |                                      | 760.00         |
| 12/19        | 12/19/2019       | 31453        | MAC EQUIPMENT INC           | 278895         | 01-44-5364         | Snow plow motor                      | 279.09         |
| 12/19        | 12/19/2019       | 31453        | MAC EQUIPMENT INC           | 278895         | 01-44-5216         | Snow plow motor                      | 279.09         |
| Total 31453: |                  |              |                             |                |                    |                                      | 558.18         |
| 12/19        | 12/19/2019       | 31454        | MAIN STREET MAT COMPANY     | 988979         | 01-40-5210         | Town hall matt service               | 51.06          |
| 12/19        | 12/19/2019       | 31454        | MAIN STREET MAT COMPANY     | 988980         | 01-42-5210         | PD mat service 12/9/19               | 20.32          |
| 12/19        | 12/19/2019       | 31454        | MAIN STREET MAT COMPANY     | 988980         | 01-44-5210         | PW mat service 12/9/19               | 20.31          |
| Total 31454: |                  |              |                             |                |                    |                                      | 91.69          |
| 12/19        | 12/19/2019       | 31455        | MCDONALD FARMS ENTERPRI     | 492515-1022    | 01-40-5310         | Enviromental Vacuum Services 12.4.19 | 1,380.00       |
| Total 31455: |                  |              |                             |                |                    |                                      | 1,380.00       |
| 12/19        | 12/19/2019       | 31456        | Michael Baker International | 1069084        | 14-40-5405         | Mead bridge inspections              | 11,183.18      |
| Total 31456: |                  |              |                             |                |                    |                                      | 11,183.18      |
| 12/19        | 12/19/2019       | 31457        | MJT COMMUNICATIONS, INC     | 12852          | 01-40-5201         | Computer Replacement                 | 1,202.75       |

| GL Period    | Check Issue Date | Check Number | Payee                     | Invoice Number | Invoice GL Account | Description                              | Invoice Amount |
|--------------|------------------|--------------|---------------------------|----------------|--------------------|--|----------------|
| Total 31457: |                  |              |                           |                |                    |  | 1,202.75       |
| 12/19        | 12/19/2019       | 31458        | MOUNTAIN TRUCK & EQUIP    | 14760-23920    | 01-44-5216         | Battery - single ax dump                 | 309.98         |
| Total 31458: |                  |              |                           |                |                    |  | 309.98         |
| 12/19        | 12/19/2019       | 31459        | MOUNTAIN VIEW WELDING LLC | 73468          | 01-44-5364         | Flat Bar                                 | 63.10          |
| 12/19        | 12/19/2019       | 31459        | MOUNTAIN VIEW WELDING LLC | 73588          | 01-44-5216         | Snow plow R&M                            | 1,895.62       |
| Total 31459: |                  |              |                           |                |                    |  | 1,958.72       |
| 12/19        | 12/19/2019       | 31460        | Pathway Church            | 121519 REN     | 01-11-4112         | Room rental deposit return               | 200.00         |
| Total 31460: |                  |              |                           |                |                    |  | 200.00         |
| 12/19        | 12/19/2019       | 31461        | PINNACOL ASSURANCE        | 19811703       | 01-01-1302         | 1/2020 Workers Comp                      | 3,889.47       |
| 12/19        | 12/19/2019       | 31461        | PINNACOL ASSURANCE        | 19811703       | 06-01-1302         | 1/2020 Workers Comp                      | 175.15         |
| 12/19        | 12/19/2019       | 31461        | PINNACOL ASSURANCE        | 19811703       | 20-01-1302         | 1/2020 Workers Comp                      | 58.38          |
| Total 31461: |                  |              |                           |                |                    |  | 4,123.00       |
| 12/19        | 12/19/2019       | 31462        | PIONEER SAND COMPANY INC. | PSI1367303     | 01-45-5370         | Granite                                  | 1,047.42       |
| Total 31462: |                  |              |                           |                |                    |  | 1,047.42       |
| 12/19        | 12/19/2019       | 31463        | POWER EQUIPMENT COMPANY   | RSA003725-     | 01-44-5369         | Equipment Rental                         | 1,000.00       |
| 12/19        | 12/19/2019       | 31463        | POWER EQUIPMENT COMPANY   | S20013104-1    | 01-44-5216         | Bulb                                     | 12.33          |
| Total 31463: |                  |              |                           |                |                    |  | 1,012.33       |
| 12/19        | 12/19/2019       | 31464        | PRAIRIE MOUNTAIN MEDIA    | 000217367      | 01-41-5340         | Published Notices 11/2019                | 718.12         |
| Total 31464: |                  |              |                           |                |                    |  | 718.12         |
| 12/19        | 12/19/2019       | 31465        | RAMEY ENVIRONMENTAL COM   | 19769          | 06-47-5215         | WWTP relay repair                        | 684.10         |
| Total 31465: |                  |              |                           |                |                    |  | 684.10         |
| 12/19        | 12/19/2019       | 31466        | RON'S PRINTING CENTER     | 138196         | 01-40-5202         | Office supplies                          | 178.50         |
| Total 31466: |                  |              |                           |                |                    |  | 178.50         |
| 12/19        | 12/19/2019       | 31467        | ROSA LUCAS                | 120919         | 01-41-5235         | Interpreting Services for court 11/21/19 | 60.00          |
| Total 31467: |                  |              |                           |                |                    |  | 60.00          |
| 12/19        | 12/19/2019       | 31468        | SAM'S CLUB                | 2020 DUES      | 01-01-1302         | 2020 Dues                                | 45.00          |
| 12/19        | 12/19/2019       | 31468        | SAM'S CLUB                | 4230 120219    | 01-45-5262         | Giving tree                              | 21.10          |
| 12/19        | 12/19/2019       | 31468        | SAM'S CLUB                | 4230 120219    | 01-40-5210         | OPERATING SUPPLIES TH                    | 87.48          |
| 12/19        | 12/19/2019       | 31468        | SAM'S CLUB                | 4230 120219    | 01-42-5210         | OPERATING SUPPLIES PD                    | 54.54          |
| 12/19        | 12/19/2019       | 31468        | SAM'S CLUB                | 4230 120219    | 01-40-5210         | OPERATING SUPPLIES TH                    | 100.40         |
| 12/19        | 12/19/2019       | 31468        | SAM'S CLUB                | 4230 120219    | 01-40-5200         | Office Supplies                          | 43.46          |
| 12/19        | 12/19/2019       | 31468        | SAM'S CLUB                | 4230 120219    | 01-40-5700         | MISC                                     | 42.34          |
| 12/19        | 12/19/2019       | 31468        | SAM'S CLUB                | 4230 120219    | 01-42-5210         | OPERATING SUPPLIES PD                    | 56.32          |
| 12/19        | 12/19/2019       | 31468        | SAM'S CLUB                | 4230 120219    | 01-45-5265         | Senior Events - HALF & HALF              | 6.54           |



| GL Period    | Check Issue Date | Check Number | Payee                     | Invoice Number | Invoice GL Account | Description                      | Invoice Amount |
|--------------|------------------|--------------|---------------------------|----------------|--------------------|----------------------------------|----------------|
| Total 31468: |                  |              |                           |                |                    |                                  | 457.18         |
| 12/19        | 12/19/2019       | 31469        | SHERWIN WILLIAMS          | 7279-3         | 01-44-5215         | Paint G&G Main St                | 145.50         |
| 12/19        | 12/19/2019       | 31469        | SHERWIN WILLIAMS          | 9669-4         | 01-45-5260         | Paint                            | 41.40          |
| Total 31469: |                  |              |                           |                |                    |                                  | 186.90         |
| 12/19        | 12/19/2019       | 31470        | STAPLES ADVANTAGE         | 8056625068     | 01-40-5210         | 3432341508 J Fettig nameplate    | 10.29          |
| 12/19        | 12/19/2019       | 31470        | STAPLES ADVANTAGE         | 8056625068     | 01-42-5210         | 3432341512 Stamp for PD          | 43.99          |
| 12/19        | 12/19/2019       | 31470        | STAPLES ADVANTAGE         | 8056625068     | 01-40-5210         | 3432341513 Office supplies       | 58.35          |
| 12/19        | 12/19/2019       | 31470        | STAPLES ADVANTAGE         | 8056625068     | 01-42-5210         | 3232341513 Office supplies       | 9.90           |
| 12/19        | 12/19/2019       | 31470        | STAPLES ADVANTAGE         | 8056625068     | 01-40-5200         | 3432341513 office supplies       | 67.09          |
| 12/19        | 12/19/2019       | 31470        | STAPLES ADVANTAGE         | 8056625068     | 01-40-5200         | 3432341514 Office supplies       | 34.31          |
| 12/19        | 12/19/2019       | 31470        | STAPLES ADVANTAGE         | 8056625068     | 01-44-5210         | 3432341515 Refund- overcharged   | 37.93-         |
| 12/19        | 12/19/2019       | 31470        | STAPLES ADVANTAGE         | 8056625068     | 01-42-5210         | 3432341515 Refund- overcharged   | 37.93-         |
| 12/19        | 12/19/2019       | 31470        | STAPLES ADVANTAGE         | 8056625068     | 01-40-5210         | 3432341517 Refund- overcharged   | 35.94-         |
| 12/19        | 12/19/2019       | 31470        | STAPLES ADVANTAGE         | 8056625068     | 01-40-5210         | 3432341518 water                 | 6.00           |
| Total 31470: |                  |              |                           |                |                    |                                  | 118.13         |
| 12/19        | 12/19/2019       | 31471        | STERLING TALENT SOLUTIONS | 8003979        | 01-40-5700         | Background checks -HR/ Fin clerk | 42.40          |
| 12/19        | 12/19/2019       | 31471        | STERLING TALENT SOLUTIONS | 8003979        | 01-40-5700         | Background Checks                | 72.93          |
| Total 31471: |                  |              |                           |                |                    |                                  | 115.33         |
| 12/19        | 12/19/2019       | 31472        | SUC-N-UP INC.             | 5927           | 01-45-5215         | Park Vaults R&M                  | 900.00         |
| Total 31472: |                  |              |                           |                |                    |                                  | 900.00         |
| 12/19        | 12/19/2019       | 31473        | SUNRISE ENVIRONMENTAL SCI | 103959         | 01-45-5210         | Park Supplies                    | 669.92         |
| 12/19        | 12/19/2019       | 31473        | SUNRISE ENVIRONMENTAL SCI | 104361         | 01-44-5363         | Park Supplies                    | 356.62         |
| Total 31473: |                  |              |                           |                |                    |                                  | 1,026.54       |
| 12/19        | 12/19/2019       | 31474        | TDS                       | 6545 12/201    | 01-40-5325         | 12/2019 Internet                 | 452.60         |
| Total 31474: |                  |              |                           |                |                    |                                  | 452.60         |
| 12/19        | 12/19/2019       | 31475        | THE HARTFORD-GROUP BENE   | 9273666753     | 01-40-5066         | STD / LTD Insurance 12/2019      | 162.08         |
| 12/19        | 12/19/2019       | 31475        | THE HARTFORD-GROUP BENE   | 9273666753     | 01-41-5066         | STD / LTD Insurance 12/2019      | 31.76          |
| 12/19        | 12/19/2019       | 31475        | THE HARTFORD-GROUP BENE   | 9273666753     | 01-42-5066         | STD / LTD Insurance 12/2019      | 284.65         |
| 12/19        | 12/19/2019       | 31475        | THE HARTFORD-GROUP BENE   | 9273666753     | 01-43-5066         | STD / LTD Insurance 12/2019      | 121.62         |
| 12/19        | 12/19/2019       | 31475        | THE HARTFORD-GROUP BENE   | 9273666753     | 01-44-5066         | STD / LTD Insurance 12/2019      | 141.81         |
| 12/19        | 12/19/2019       | 31475        | THE HARTFORD-GROUP BENE   | 9273666753     | 01-45-5066         | STD / LTD Insurance 12/2019      | 153.17         |
| 12/19        | 12/19/2019       | 31475        | THE HARTFORD-GROUP BENE   | 9273666753     | 06-40-5066         | STD / LTD Insurance 12/2019      | 54.26          |
| 12/19        | 12/19/2019       | 31475        | THE HARTFORD-GROUP BENE   | 9273666753     | 20-40-5066         | STD / LTD Insurance 12/2019      | 32.08          |
| Total 31475: |                  |              |                           |                |                    |                                  | 981.43         |
| 12/19        | 12/19/2019       | 31476        | TOWN OF MEAD              | 338.01 11011   | 01-40-5305         | 441 3rd St                       | 58.24          |
| 12/19        | 12/19/2019       | 31476        | TOWN OF MEAD              | 453.01 11301   | 01-42-5305         | 535 Main St                      | 29.12          |
| 12/19        | 12/19/2019       | 31476        | TOWN OF MEAD              | 453.01 11301   | 01-44-5305         | 535 Main St                      | 29.12          |
| 12/19        | 12/19/2019       | 31476        | TOWN OF MEAD              | 630.04 11301   | 01-44-5305         | 505 3rd St                       | 46.55          |

| GL Period     | Check Issue Date | Check Number | Payee                     | Invoice Number | Invoice GL Account | Description               | Invoice Amount |
|---------------|------------------|--------------|---------------------------|----------------|--------------------|---------------------------|----------------|
| Total 31476:  |                  |              |                           |                |                    |                           | 163.03         |
| 12/19         | 12/19/2019       | 31477        | TRACTOR SUPPLY CREDIT PLA | 9125 112119    | 01-44-5251         | valve for compressor      | 19.99          |
| 12/19         | 12/19/2019       | 31477        | TRACTOR SUPPLY CREDIT PLA | 9125 112119    | 01-44-5216         | Antifreeze                | 96.91          |
| 12/19         | 12/19/2019       | 31477        | TRACTOR SUPPLY CREDIT PLA | 9125 112119    | 01-44-5215         | Supplies                  | 29.97          |
| Total 31477:  |                  |              |                           |                |                    |                           | 146.87         |
| 12/19         | 12/19/2019       | 31478        | UNITED RENTALS INC.       | 174767524-0    | 01-40-5215         | Equipment Rental          | 453.84         |
| 12/19         | 12/19/2019       | 31478        | UNITED RENTALS INC.       | 174925614-0    | 01-44-5364         | Equipment Rental          | 1,039.00       |
| Total 31478:  |                  |              |                           |                |                    |                           | 1,492.84       |
| 12/19         | 12/19/2019       | 31479        | US BANK VOYAGER FLEET SYS | 8694028349     | 01-42-5253         | Fuel                      | 1,323.65       |
| 12/19         | 12/19/2019       | 31479        | US BANK VOYAGER FLEET SYS | 8694028349     | 01-44-5253         | Fuel                      | 1,991.54       |
| 12/19         | 12/19/2019       | 31479        | US BANK VOYAGER FLEET SYS | 8694028349     | 01-45-5253         | Fuel                      | 711.07         |
| 12/19         | 12/19/2019       | 31479        | US BANK VOYAGER FLEET SYS | 8694028349     | 06-47-5253         | Fuel                      | 711.06         |
| Total 31479:  |                  |              |                           |                |                    |                           | 4,737.32       |
| 12/19         | 12/19/2019       | 31480        | VERIS ENVIRONMENTAL LLC   | J009776        | 06-47-5231         | Sludge Disposal 12.8.2019 | 1,014.00       |
| Total 31480:  |                  |              |                           |                |                    |                           | 1,014.00       |
| 12/19         | 12/19/2019       | 31481        | VERIZON WIRELESS          | 9843721825     | 06-40-5300         | Cell phone 11/8-12/7      | 40.01          |
| 12/19         | 12/19/2019       | 31481        | VERIZON WIRELESS          | 9843721825     | 01-40-5300         | Cell phone 11/8-12/7      | 40.01          |
| 12/19         | 12/19/2019       | 31481        | VERIZON WIRELESS          | 9843721825     | 01-42-5300         | Cell phone 11/8-12/7      | 714.52         |
| 12/19         | 12/19/2019       | 31481        | VERIZON WIRELESS          | 9843721825     | 01-43-5300         | Cell phone 11/8-12/7      | 53.26          |
| 12/19         | 12/19/2019       | 31481        | VERIZON WIRELESS          | 9843721825     | 01-44-5300         | Cell phone 11/8-12/7      | 145.85         |
| Total 31481:  |                  |              |                           |                |                    |                           | 993.65         |
| 12/19         | 12/19/2019       | 31482        | WORKWELL OCCUPATIONAL M   | 473794         | 01-40-5700         | Drug screen               | 126.00         |
| Total 31482:  |                  |              |                           |                |                    |                           | 126.00         |
| Grand Totals: |                  |              |                           |                |                    |                           | 86,492.80      |

Summary by General Ledger Account Number

| GL Account | Debit    | Credit     | Proof      |
|------------|----------|------------|------------|
| 01-01-1302 | 7,925.47 | .00        | 7,925.47   |
| 01-02-2000 | 2,256.27 | 63,620.97- | 61,364.70- |
| 01-11-4112 | 200.00   | .00        | 200.00     |
| 01-14-4420 | 25.00    | .00        | 25.00      |
| 01-40-5066 | 162.08   | .00        | 162.08     |
| 01-40-5200 | 144.86   | .00        | 144.86     |
| 01-40-5201 | 1,562.85 | .00        | 1,562.85   |
| 01-40-5202 | 178.50   | .00        | 178.50     |
| 01-40-5205 | 125.45   | .00        | 125.45     |
| 01-40-5210 | 313.58   | 35.94-     | 277.64     |
| 01-40-5215 | 453.84   | .00        | 453.84     |

M = Manual Check, V = Void Check

| GL Account | Debit     | Credit    | Proof     |
|------------|-----------|-----------|-----------|
| 01-40-5300 | 106.46    | .00       | 106.46    |
| 01-40-5305 | 58.24     | .00       | 58.24     |
| 01-40-5310 | 1,610.00  | .00       | 1,610.00  |
| 01-40-5315 | 470.99    | .00       | 470.99    |
| 01-40-5325 | 452.60    | .00       | 452.60    |
| 01-40-5330 | 61.50     | .00       | 61.50     |
| 01-40-5331 | 11.99     | .00       | 11.99     |
| 01-40-5332 | 1,397.35  | .00       | 1,397.35  |
| 01-40-5405 | 1,673.20  | .00       | 1,673.20  |
| 01-40-5440 | 3,712.52  | .00       | 3,712.52  |
| 01-40-5700 | 776.57    | .00       | 776.57    |
| 01-40-5705 | 30.08     | .00       | 30.08     |
| 01-41-5066 | 31.76     | .00       | 31.76     |
| 01-41-5235 | 239.95    | .00       | 239.95    |
| 01-41-5330 | .00       | 32.76-    | 32.76-    |
| 01-41-5340 | 718.12    | .00       | 718.12    |
| 01-41-5700 | 152.00    | .00       | 152.00    |
| 01-42-5066 | 284.65    | .00       | 284.65    |
| 01-42-5210 | 185.07    | 37.93-    | 147.14    |
| 01-42-5215 | 166.82    | .00       | 166.82    |
| 01-42-5216 | 1,038.35  | .00       | 1,038.35  |
| 01-42-5253 | 1,323.65  | .00       | 1,323.65  |
| 01-42-5300 | 714.52    | .00       | 714.52    |
| 01-42-5305 | 29.12     | .00       | 29.12     |
| 01-42-5330 | 591.24    | .00       | 591.24    |
| 01-42-5346 | 760.00    | .00       | 760.00    |
| 01-42-5700 | 273.69    | .00       | 273.69    |
| 01-43-5066 | 121.62    | .00       | 121.62    |
| 01-43-5300 | 53.26     | .00       | 53.26     |
| 01-43-5500 | 1,041.60  | .00       | 1,041.60  |
| 01-44-5066 | 141.81    | .00       | 141.81    |
| 01-44-5201 | 2,151.00  | 151.00-   | 2,000.00  |
| 01-44-5210 | 36.29     | 354.65-   | 318.36-   |
| 01-44-5215 | 525.47    | .00       | 525.47    |
| 01-44-5216 | 3,099.79  | .00       | 3,099.79  |
| 01-44-5251 | 19.99     | .00       | 19.99     |
| 01-44-5253 | 1,991.54  | .00       | 1,991.54  |
| 01-44-5300 | 305.85    | .00       | 305.85    |
| 01-44-5305 | 75.67     | .00       | 75.67     |
| 01-44-5330 | 225.00    | .00       | 225.00    |
| 01-44-5360 | 1,950.00  | .00       | 1,950.00  |
| 01-44-5363 | 356.62    | .00       | 356.62    |
| 01-44-5364 | 12,336.67 | .00       | 12,336.67 |
| 01-44-5369 | 1,000.00  | .00       | 1,000.00  |
| 01-45-5066 | 153.17    | .00       | 153.17    |
| 01-45-5210 | 1,063.60  | .00       | 1,063.60  |
| 01-45-5215 | 900.00    | .00       | 900.00    |
| 01-45-5216 | 3.54      | .00       | 3.54      |
| 01-45-5253 | 711.07    | .00       | 711.07    |
| 01-45-5260 | 1,750.16  | 1,103.99- | 646.17    |
| 01-45-5262 | 3,204.00  | .00       | 3,204.00  |
| 01-45-5265 | 763.02    | 540.00-   | 223.02    |
| 01-45-5300 | 60.00     | .00       | 60.00     |
| 01-45-5330 | 222.50    | .00       | 222.50    |
| 01-45-5370 | 1,395.66  | .00       | 1,395.66  |
| 06-01-1302 | 175.15    | .00       | 175.15    |
| 06-02-2000 | .00       | 9,616.96- | 9,616.96- |

| GL Account    | Debit            | Credit            | Proof      |
|---------------|------------------|-------------------|------------|
| 06-40-5066    | 54.26            | .00               | 54.26      |
| 06-40-5300    | 40.01            | .00               | 40.01      |
| 06-47-5215    | 7,500.10         | .00               | 7,500.10   |
| 06-47-5231    | 1,014.00         | .00               | 1,014.00   |
| 06-47-5253    | 711.06           | .00               | 711.06     |
| 06-47-5305    | 37.38            | .00               | 37.38      |
| 06-47-5310    | 85.00            | .00               | 85.00      |
| 14-02-2000    | .00              | 11,183.18-        | 11,183.18- |
| 14-40-5405    | 11,183.18        | .00               | 11,183.18  |
| 18-02-2000    | .00              | 4,237.50-         | 4,237.50-  |
| 18-40-5410    | 4,237.50         | .00               | 4,237.50   |
| 20-01-1302    | 58.38            | .00               | 58.38      |
| 20-02-2000    | .00              | 90.46-            | 90.46-     |
| 20-40-5066    | 32.08            | .00               | 32.08      |
| Grand Totals: | <u>91,005.34</u> | <u>91,005.34-</u> | <u>.00</u> |

Report Criteria:  
 Report type: GL detail



## Report Criteria:

Report type: GL detail

| GL Period    | Check Issue Date | Check Number | Payee                    | Invoice Number | Invoice GL Account | Description                              | Invoice Amount |
|--------------|------------------|--------------|--------------------------|----------------|--------------------|--|----------------|
| 11/19        | 11/01/2019       | 31201        | A-1 CHIPSEAL CO.         | 10897-03       | 01-44-5365         | Crackseal                                | 9,144.80       |
| Total 31201: |                  |              |                          |                |                    |  | 9,144.80       |
| 11/19        | 11/01/2019       | 31202        | ADAMSON POLICE PRODUCTS  | INV306322      | 01-42-5254         | Uniform-Ellis                            | 289.15         |
| 11/19        | 11/01/2019       | 31202        | ADAMSON POLICE PRODUCTS  | INV309093      | 01-42-5254         | Uniform-Coleman                          | 882.04         |
| Total 31202: |                  |              |                          |                |                    |  | 1,171.19       |
| 11/19        | 11/01/2019       | 31203        | ANDRES MACHO ABIA        | 1019 CELL/C    | 01-44-5300         | 10/19-Phone Reimbursement                | 20.00          |
| 11/19        | 11/01/2019       | 31203        | ANDRES MACHO ABIA        | 1019 CELL/C    | 01-45-5300         | 10/19-Phone Reimbursement                | 20.00          |
| 11/19        | 11/01/2019       | 31203        | ANDRES MACHO ABIA        | 1019 CELL/C    | 01-44-5700         | Clothing Allowance                       | 82.69          |
| Total 31203: |                  |              |                          |                |                    |  | 122.69         |
| 11/19        | 11/01/2019       | 31204        | BUCKEYE WELDING SUPPLY C | 05031435       | 01-44-5369         | 10/19-Cylinder Rental                    | 6.50           |
| Total 31204: |                  |              |                          |                |                    |  | 6.50           |
| 11/19        | 11/01/2019       | 31205        | BUILDERS FIRST SOURCE    | 42069888       | 01-45-5261         | Repair horseshoe pit                     | 120.58         |
| Total 31205: |                  |              |                          |                |                    |  | 120.58         |
| 11/19        | 11/01/2019       | 31206        | CARDMEMBER SERVICE       | 3514102519     | 01-42-5216         | Car wash - PD                            | 60.00          |
| 11/19        | 11/01/2019       | 31206        | CARDMEMBER SERVICE       | 3514102519     | 01-43-5700         | DRC Meeting                              | 23.91          |
| 11/19        | 11/01/2019       | 31206        | CARDMEMBER SERVICE       | 3514102519     | 01-40-5700         | Donation-In Memory of                    | 50.00          |
| 11/19        | 11/01/2019       | 31206        | CARDMEMBER SERVICE       | 3514102519     | 01-40-5330         | Training - TM                            | 94.00          |
| 11/19        | 11/01/2019       | 31206        | CARDMEMBER SERVICE       | 3514102519     | 01-43-5200         | Sign code books-Planning                 | 90.00          |
| 11/19        | 11/01/2019       | 31206        | CARDMEMBER SERVICE       | 3514102519     | 01-40-5700         | Refund - 4Imprint - Shirts               | 71.55-         |
| 11/19        | 11/01/2019       | 31206        | CARDMEMBER SERVICE       | 4614102519     | 01-44-5330         | Training - ER                            | 154.00         |
| 11/19        | 11/01/2019       | 31206        | CARDMEMBER SERVICE       | 4614102519     | 01-44-5201         | Bluebeam Software                        | 748.00         |
| 11/19        | 11/01/2019       | 31206        | CARDMEMBER SERVICE       | 4614102519     | 01-40-5700         | Board Meeting                            | 22.98          |
| 11/19        | 11/01/2019       | 31206        | CARDMEMBER SERVICE       | 7700102519     | 01-40-5331         | Denver Post Subscript                    | 11.99          |
| 11/19        | 11/01/2019       | 31206        | CARDMEMBER SERVICE       | 7700102519     | 01-40-5205         | Postage - Passports                      | 102.90         |
| 11/19        | 11/01/2019       | 31206        | CARDMEMBER SERVICE       | 7700102519     | 01-40-5201         | MJT - Microsoft Monthly Dues             | 360.10         |
| 11/19        | 11/01/2019       | 31206        | CARDMEMBER SERVICE       | 7700102519     | 01-41-5700         | Board Meetings                           | 73.69          |
| 11/19        | 11/01/2019       | 31206        | CARDMEMBER SERVICE       | 7700102519     | 01-41-5331         | NAGARA Membership Dues                   | 146.25         |
| 11/19        | 11/01/2019       | 31206        | CARDMEMBER SERVICE       | 7700102519     | 01-41-5330         | CML Class-Mayor                          | 85.00          |
| 11/19        | 11/01/2019       | 31206        | CARDMEMBER SERVICE       | 7700102519     | 01-41-5330         | CMCA Conference - Hotel                  | 347.76         |
| 11/19        | 11/01/2019       | 31206        | CARDMEMBER SERVICE       | 7700102519     | 01-41-5330         | CAMCA Class- MS                          | 42.00          |
| Total 31206: |                  |              |                          |                |                    |  | 2,341.03       |
| 11/19        | 11/01/2019       | 31207        | CARQUEST AUTO PARTS      | 14760-23594    | 01-44-5254         | Tools-portable charger                   | 199.99         |
| Total 31207: |                  |              |                          |                |                    |  | 199.99         |
| 11/19        | 11/01/2019       | 31208        | CIRSA                    | 191961         | 06-40-5320         | General Liability Insurance-WWTP         | 15.75          |
| 11/19        | 11/01/2019       | 31208        | CIRSA                    | 191961         | 01-40-5320         | General Liability Insurance-GIS Server/A | 34.36          |
| Total 31208: |                  |              |                          |                |                    |  | 50.11          |
| 11/19        | 11/01/2019       | 31209        | COOKIE REHDER            | STANLEY H      | 01-13-4624         | Stanley Hotel Tour refund                | 27.00          |

M = Manual Check, V = Void Check

| GL Period    | Check Issue Date | Check Number | Payee                    | Invoice Number | Invoice GL Account | Description                         | Invoice Amount |
|--------------|------------------|--------------|--------------------------|----------------|--------------------|-------------------------------------|----------------|
| Total 31209: |                  |              |                          |                |                    |                                     | 27.00          |
| 11/19        | 11/01/2019       | 31210        | DBC IRRIGATION SUPPLY    | S3562474.00    | 01-45-5372         | Irrigation Supplies                 | 34.19          |
| 11/19        | 11/01/2019       | 31210        | DBC IRRIGATION SUPPLY    | S3564849.00    | 01-45-5372         | Irrigation supplies                 | 68.46          |
| Total 31210: |                  |              |                          |                |                    |                                     | 102.65         |
| 11/19        | 11/01/2019       | 31211        | DIESEL SERVICE & SUPPLY  | 147000734      | 06-47-5215         | WWTP Generator R&M                  | 896.89         |
| Total 31211: |                  |              |                          |                |                    |                                     | 896.89         |
| 11/19        | 11/01/2019       | 31212        | DIETZE AND DAVIS PC      | 86152          | 01-41-5040         | 10/19-Court Judge                   | 1,000.00       |
| Total 31212: |                  |              |                          |                |                    |                                     | 1,000.00       |
| 11/19        | 11/01/2019       | 31213        | DOLORES HALL             | STANLEY H      | 01-13-4624         | Stanley Hotel Refund tour           | 27.00          |
| Total 31213: |                  |              |                          |                |                    |                                     | 27.00          |
| 11/19        | 11/01/2019       | 31214        | DRAKE PEARSON            | 10/19 CELL     | 01-44-5300         | 10/19 Cell Phone                    | 20.00          |
| 11/19        | 11/01/2019       | 31214        | DRAKE PEARSON            | 10/19 CELL     | 01-45-5300         | 10/19 Cell Phone                    | 20.00          |
| Total 31214: |                  |              |                          |                |                    |                                     | 40.00          |
| 11/19        | 11/01/2019       | 31215        | ERIKA RASMUSSEN          | 1019 CELL /    | 01-44-5300         | 10/19 Cell phone                    | 40.00          |
| 11/19        | 11/01/2019       | 31215        | ERIKA RASMUSSEN          | 1019 CELL /    | 01-40-5705         | 10/19 mileage                       | 13.92          |
| Total 31215: |                  |              |                          |                |                    |                                     | 53.92          |
| 11/19        | 11/01/2019       | 31216        | FRONT RANGE PORTABLE RES | 7978           | 01-45-5210         | 10/19 Highland Lake                 | 140.00         |
| 11/19        | 11/01/2019       | 31216        | FRONT RANGE PORTABLE RES | 7979           | 01-45-5260         | 10/19-Liberty Ranch                 | 140.00         |
| Total 31216: |                  |              |                          |                |                    |                                     | 280.00         |
| 11/19        | 11/01/2019       | 31217        | GENE HAVENS              | 9/19 CELL P    | 01-44-5300         | 9/19 Cell Phone                     | 10.00          |
| 11/19        | 11/01/2019       | 31217        | GENE HAVENS              | 9/19 CELL P    | 01-45-5300         | 9/19 Cell Phone                     | 10.00          |
| Total 31217: |                  |              |                          |                |                    |                                     | 20.00          |
| 11/19        | 11/01/2019       | 31218        | GERRARD EXCAVATING       | 6              | 06-47-5500         | N. Creek - retainage                | 18,054.40      |
| Total 31218: |                  |              |                          |                |                    |                                     | 18,054.40      |
| 11/19        | 11/01/2019       | 31219        | GMCO CORPORATION         | 19-3411        | 01-44-5361         | Dust Control                        | 2,252.80       |
| Total 31219: |                  |              |                          |                |                    |                                     | 2,252.80       |
| 11/19        | 11/01/2019       | 31220        | JOSEPH HURTADO           | 1/19-10/19 C   | 01-44-5300         | 1/19-10/19-Cell Phone Reimbursement | 400.00         |
| Total 31220: |                  |              |                          |                |                    |                                     | 400.00         |
| 11/19        | 11/01/2019       | 31221        | KAY GARTRELL             | STANLEY H      | 01-13-4624         | Stanley Hotel Tour refund           | 54.00          |
| Total 31221: |                  |              |                          |                |                    |                                     | 54.00          |

| GL Period    | Check Issue Date | Check Number | Payee                     | Invoice Number | Invoice GL Account | Description                          | Invoice Amount |
|--------------|------------------|--------------|---------------------------|----------------|--------------------|--------------------------------------|----------------|
| 11/19        | 11/01/2019       | 31222        | KONICA MINOLTA BUSINESS S | 261923475      | 01-40-5316         | 10/19-Upstairs TH - Black & White    | 27.72          |
| 11/19        | 11/01/2019       | 31222        | KONICA MINOLTA BUSINESS S | 261923475      | 01-40-5316         | 10/19-Upstairs TH color              | 112.56         |
| Total 31222: |                  |              |                           |                |                    |                                      | 140.28         |
| 11/19        | 11/01/2019       | 31223        | L.A.W.S.                  | 17421          | 01-42-5216         | Police Vehicles R&M 2018 Ford        | 344.00         |
| Total 31223: |                  |              |                           |                |                    |                                      | 344.00         |
| 11/19        | 11/01/2019       | 31224        | LEANN WORRELL             | STANLEY H      | 01-13-4624         | Stanley Hotel Tour refund            | 27.00          |
| Total 31224: |                  |              |                           |                |                    |                                      | 27.00          |
| 11/19        | 11/01/2019       | 31225        | LITTLE THOMPSON WATER DIS | 65820110201    | 01-40-5305         | 658201-Town Hall                     | 36.63          |
| 11/19        | 11/01/2019       | 31225        | LITTLE THOMPSON WATER DIS | 65820110201    | 01-40-5305         | 618801-150 Main St                   | 29.10          |
| 11/19        | 11/01/2019       | 31225        | LITTLE THOMPSON WATER DIS | 65820110201    | 01-40-5305         | 662002-501 3rd St                    | 26.86          |
| 11/19        | 11/01/2019       | 31225        | LITTLE THOMPSON WATER DIS | 65820110201    | 06-47-5305         | 607001-5423 WC 32                    | 26.86          |
| 11/19        | 11/01/2019       | 31225        | LITTLE THOMPSON WATER DIS | 65820110201    | 01-40-5305         | 622501-365 Welker                    | 42.18          |
| 11/19        | 11/01/2019       | 31225        | LITTLE THOMPSON WATER DIS | 65820110201    | 01-45-5305         | 657701-156 Eagle                     | 180.75         |
| 11/19        | 11/01/2019       | 31225        | LITTLE THOMPSON WATER DIS | 65820110201    | 01-45-5305         | 621801-190 1st st                    | 363.27         |
| 11/19        | 11/01/2019       | 31225        | LITTLE THOMPSON WATER DIS | 65820110201    | 01-45-5305         | 620201-2700 WC 34.5                  | 1,570.10       |
| 11/19        | 11/01/2019       | 31225        | LITTLE THOMPSON WATER DIS | 65820110201    | 01-45-5305         | 657901-N. Creek                      | 272.98         |
| 11/19        | 11/01/2019       | 31225        | LITTLE THOMPSON WATER DIS | 65820110201    | 01-45-5305         | 658001-Town Hall Park                | 404.13         |
| 11/19        | 11/01/2019       | 31225        | LITTLE THOMPSON WATER DIS | 65820110201    | 01-45-5305         | 658101-10 Fairbairn                  | 30.31          |
| 11/19        | 11/01/2019       | 31225        | LITTLE THOMPSON WATER DIS | 65820110201    | 01-44-5305         | 657801-PD PW Modular                 | 31.30          |
| 11/19        | 11/01/2019       | 31225        | LITTLE THOMPSON WATER DIS | 65820110201    | 01-42-5305         | 657801-PD PW Modular                 | 31.30          |
| Total 31225: |                  |              |                           |                |                    |                                      | 3,045.77       |
| 11/19        | 11/01/2019       | 31226        | LONGMONT EMPLOYEE ASSIS   | 1023           | 01-40-5700         | 9/19- EAP                            | 85.00          |
| Total 31226: |                  |              |                           |                |                    |                                      | 85.00          |
| 11/19        | 11/01/2019       | 31227        | LONGS PEAK WATER DISTRICT | 605102119      | 01-45-5305         | 10/19-Irrigation water Liberty Ranch | 118.25         |
| Total 31227: |                  |              |                           |                |                    |                                      | 118.25         |
| 11/19        | 11/01/2019       | 31228        | MACDONALD EQUIPMENT CO    | C60870         | 01-44-5216         | Parts                                | 319.40         |
| Total 31228: |                  |              |                           |                |                    |                                      | 319.40         |
| 11/19        | 11/01/2019       | 31229        | MAIN STREET MAT COMPANY   | 982090         | 01-40-5210         | Town Hall Mats                       | 48.64          |
| Total 31229: |                  |              |                           |                |                    |                                      | 48.64          |
| 11/19        | 11/01/2019       | 31230        | MARJORIE ROBINSON         | STANLEY H      | 01-13-4624         | Stanley Hotel Tour refund            | 27.00          |
| Total 31230: |                  |              |                           |                |                    |                                      | 27.00          |
| 11/19        | 11/01/2019       | 31231        | MARY CATHERINE AMELOTTE   | STANLEY H      | 01-13-4624         | Stanley Hotel Tour Refund            | 54.00          |
| Total 31231: |                  |              |                           |                |                    |                                      | 54.00          |
| 11/19        | 11/01/2019       | 31232        | MCDONALD FARMS ENTERPRI   | 037903-1086    | 01-40-5310         | 2019 Fall Clean Up                   | 9,303.73       |

| GL Period    | Check Issue Date | Check Number | Payee                     | Invoice Number | Invoice GL Account | Description                 | Invoice Amount |
|--------------|------------------|--------------|---------------------------|----------------|--------------------|-----------------------------|----------------|
| Total 31232: |                  |              |                           |                |                    |                             | 9,303.73       |
| 11/19        | 11/01/2019       | 31233        | MIRACLE RECREATION EQUIP  | 817503         | 01-45-5215         | Park equipment              | 1,771.11       |
| Total 31233: |                  |              |                           |                |                    |                             | 1,771.11       |
| 11/19        | 11/01/2019       | 31234        | MJT COMMUNICATIONS, INC   | 12811          | 01-40-5201         | 12/19 Computer Consulting   | 1,042.00       |
| Total 31234: |                  |              |                           |                |                    |                             | 1,042.00       |
| 11/19        | 11/01/2019       | 31235        | N COLORADO MED CENTER     | 4506473        | 01-42-5350         | SANE Exam-PD                | 621.00         |
| Total 31235: |                  |              |                           |                |                    |                             | 621.00         |
| 11/19        | 11/01/2019       | 31236        | PAVEMENT REPAIR AND SUPPL | 2019-1538      | 01-44-5250         | Perma-patch                 | 1,726.00       |
| Total 31236: |                  |              |                           |                |                    |                             | 1,726.00       |
| 11/19        | 11/01/2019       | 31237        | RAMEY ENVIRONMENTAL COM   | 19522          | 06-47-5390         | 10/19-Waste Water Services  | 4,074.00       |
| 11/19        | 11/01/2019       | 31237        | RAMEY ENVIRONMENTAL COM   | 19522          | 06-47-5390         | 10/19 Vehicle Surcharge     | 203.70         |
| 11/19        | 11/01/2019       | 31237        | RAMEY ENVIRONMENTAL COM   | 19522          | 06-47-5215         | Equipment/Facility Operator | 310.84         |
| 11/19        | 11/01/2019       | 31237        | RAMEY ENVIRONMENTAL COM   | 19522          | 06-47-5391         | Lab Services                | 870.96         |
| 11/19        | 11/01/2019       | 31237        | RAMEY ENVIRONMENTAL COM   | 19522          | 06-47-5215         | Facility Operator           | 1,260.00       |
| 11/19        | 11/01/2019       | 31237        | RAMEY ENVIRONMENTAL COM   | 19522          | 06-47-5231         | Sludge disposal             | 1,827.50       |
| 11/19        | 11/01/2019       | 31237        | RAMEY ENVIRONMENTAL COM   | 19522          | 06-47-5215         | Mileage                     | 87.00          |
| 11/19        | 11/01/2019       | 31237        | RAMEY ENVIRONMENTAL COM   | 19573          | 06-47-5215         | Lake Thomas R&M             | 848.32         |
| Total 31237: |                  |              |                           |                |                    |                             | 9,482.32       |
| 11/19        | 11/01/2019       | 31238        | RPS PLAN ADMIN/24HR FLEX  | 42246          | 01-40-5068         | 11/19-Flex TPA              | 150.00         |
| Total 31238: |                  |              |                           |                |                    |                             | 150.00         |
| 11/19        | 11/01/2019       | 31239        | SARA ELIASON              | STANLEY H      | 01-13-4624         | Stanley Hotel Tour refund   | 27.00          |
| Total 31239: |                  |              |                           |                |                    |                             | 27.00          |
| 11/19        | 11/01/2019       | 31240        | SUNRISE ENVIRONMENTAL SCI | 102876         | 01-44-5364         | Ban ice - ice melt          | 356.27         |
| Total 31240: |                  |              |                           |                |                    |                             | 356.27         |
| 11/19        | 11/01/2019       | 31241        | TBK BANK                  | 8900802101     | 01-40-5701         | Safe Deposit Box rental     | 30.00          |
| Total 31241: |                  |              |                           |                |                    |                             | 30.00          |
| 11/19        | 11/01/2019       | 31242        | TDS                       | 6545101919     | 01-40-5325         | 11/19 Internet              | 452.60         |
| Total 31242: |                  |              |                           |                |                    |                             | 452.60         |
| 11/19        | 11/01/2019       | 31243        | THE HARTFORD-GROUP BENE   | 9200199673     | 01-40-5066         | 11/19-STD / LTD Insurance   | 227.82         |
| 11/19        | 11/01/2019       | 31243        | THE HARTFORD-GROUP BENE   | 9200199673     | 01-41-5066         | 11/19-STD / LTD Insurance   | 31.76          |
| 11/19        | 11/01/2019       | 31243        | THE HARTFORD-GROUP BENE   | 9200199673     | 01-42-5066         | 11/19-STD / LTD Insurance   | 294.20         |
| 11/19        | 11/01/2019       | 31243        | THE HARTFORD-GROUP BENE   | 9200199673     | 01-43-5066         | 11/19-STD / LTD Insurance   | 126.40         |
| 11/19        | 11/01/2019       | 31243        | THE HARTFORD-GROUP BENE   | 9200199673     | 01-44-5066         | 11/19-STD / LTD Insurance   | 141.81         |
| 11/19        | 11/01/2019       | 31243        | THE HARTFORD-GROUP BENE   | 9200199673     | 01-45-5066         | 11/19-STD / LTD Insurance   | 153.17         |



| GL Period    | Check Issue Date | Check Number | Payee                      | Invoice Number | Invoice GL Account | Description                  | Invoice Amount |
|--------------|------------------|--------------|----------------------------|----------------|--------------------|------------------------------|----------------|
| 11/19        | 11/01/2019       | 31243        | THE HARTFORD-GROUP BENE    | 9200199673     | 06-40-5066         | 11/19-STD / LTD Insurance    | 59.03          |
| 11/19        | 11/01/2019       | 31243        | THE HARTFORD-GROUP BENE    | 9200199673     | 20-40-5066         | 11/19-STD / LTD Insurance    | 42.75          |
| Total 31243: |                  |              |                            |                |                    |                              | 1,076.94       |
| 11/19        | 11/01/2019       | 31244        | TRACTOR SUPPLY CREDIT PLA  | 9125102119     | 01-44-5254         | Tools                        | 32.98          |
| 11/19        | 11/01/2019       | 31244        | TRACTOR SUPPLY CREDIT PLA  | 9125102119     | 01-44-5210         | Operating Supplies           | 154.90         |
| Total 31244: |                  |              |                            |                |                    |                              | 187.88         |
| 11/19        | 11/01/2019       | 31245        | TRIAD INC                  | 50554977       | 01-12-4200         | Refund Peddlers Lic.         | 1,000.00       |
| Total 31245: |                  |              |                            |                |                    |                              | 1,000.00       |
| 11/19        | 11/01/2019       | 31246        | TRILBY BAKER               | STANLEY H      | 01-13-4624         | Stanley Hotel Tour Refund    | 27.00          |
| Total 31246: |                  |              |                            |                |                    |                              | 27.00          |
| 11/19        | 11/01/2019       | 31247        | UNITED POWER               | 61303102119    | 01-45-5305         | 61303-Area Light             | 10.25          |
| 11/19        | 11/01/2019       | 31247        | UNITED POWER               | 61303102119    | 01-45-5305         | 61803-Concession Stand       | 20.00          |
| 11/19        | 11/01/2019       | 31247        | UNITED POWER               | 61303102119    | 01-44-5305         | 83701-Shop                   | 57.38          |
| 11/19        | 11/01/2019       | 31247        | UNITED POWER               | 61303102119    | 01-44-5305         | 88601-Street Lights          | 3,228.15       |
| 11/19        | 11/01/2019       | 31247        | UNITED POWER               | 61303102119    | 06-47-5305         | 96302-WWTP                   | 36.24          |
| 11/19        | 11/01/2019       | 31247        | UNITED POWER               | 61303102119    | 01-45-5305         | 6753101-Irrigation Sprinkler | 20.01          |
| 11/19        | 11/01/2019       | 31247        | UNITED POWER               | 61303102119    | 01-45-5305         | 12650701-Booster Pump        | 20.00          |
| 11/19        | 11/01/2019       | 31247        | UNITED POWER               | 61303102119    | 01-45-5305         | 12952800-Mead Ponds          | 20.01          |
| 11/19        | 11/01/2019       | 31247        | UNITED POWER               | 61303102119    | 06-47-5305         | 14305100-WWTP                | 3,959.85       |
| 11/19        | 11/01/2019       | 31247        | UNITED POWER               | 61303102119    | 01-45-5305         | 16836300-Park Sprinkler      | 21.24          |
| 11/19        | 11/01/2019       | 31247        | UNITED POWER               | 61303102119    | 01-45-5305         | 16909300-Feather Ridge       | 20.13          |
| 11/19        | 11/01/2019       | 31247        | UNITED POWER               | 61303102119    | 01-45-5305         | 17159100-Sprinkler Clock     | 20.01          |
| 11/19        | 11/01/2019       | 31247        | UNITED POWER               | 61303102119    | 01-40-5305         | 17618300-Town Hall           | 512.60         |
| 11/19        | 11/01/2019       | 31247        | UNITED POWER               | 61303102119    | 01-45-5305         | 17770000-Gazebo              | 20.88          |
| 11/19        | 11/01/2019       | 31247        | UNITED POWER               | 61303102119    | 01-42-5305         | 18949400-Modular             | 126.56         |
| 11/19        | 11/01/2019       | 31247        | UNITED POWER               | 61303102119    | 01-44-5305         | 18949400-Modular             | 126.57         |
| 11/19        | 11/01/2019       | 31247        | UNITED POWER               | 61303102119    | 06-47-5305         | 7490500-Lake Thomas          | 20.57          |
| Total 31247: |                  |              |                            |                |                    |                              | 8,240.45       |
| 11/19        | 11/01/2019       | 31248        | UNITED RENTALS INC.        | 174107875-0    | 01-45-5369         | Equipment Rental-Banners     | 954.00         |
| Total 31248: |                  |              |                            |                |                    |                              | 954.00         |
| 11/19        | 11/01/2019       | 31249        | UTILITY NOTIFICATION CENTE | 219100699      | 06-47-5392         | 10/19 Line Locates           | 394.76         |
| Total 31249: |                  |              |                            |                |                    |                              | 394.76         |
| 11/19        | 11/01/2019       | 31250        | VEDA CASS                  | STANLEY H      | 01-13-4624         | Stanley Hotel Tour refund    | 27.00          |
| Total 31250: |                  |              |                            |                |                    |                              | 27.00          |
| 11/19        | 11/01/2019       | 31251        | WORKWELL OCCUPATIONAL M    | 467729         | 01-44-5700         | Pre-employment - Longbrook   | 36.00          |
| Total 31251: |                  |              |                            |                |                    |                              | 36.00          |
| 11/19        | 11/05/2019       | 31252        | 4RIVERS EQUIPMENT          | 761913         | 01-44-5254         | Parts                        | 39.95          |

| GL Period    | Check Issue Date | Check Number | Payee                 | Invoice Number | Invoice GL Account | Description                     | Invoice Amount |
|--------------|------------------|--------------|-----------------------|----------------|--------------------|---------------------------------|----------------|
| Total 31252: |                  |              |                       |                |                    |                                 | 39.95          |
| 11/19        | 11/05/2019       | 31253        | APWA COLORADO         | 8569900909     | 01-40-5331         | 1 yr Membership-HM, ER, BH      | 113.33         |
| 11/19        | 11/05/2019       | 31253        | APWA COLORADO         | 8569900909     | 01-44-5331         | 1 yr membership - HM, ER, BH    | 226.67         |
| Total 31253: |                  |              |                       |                |                    |                                 | 340.00         |
| 11/19        | 11/05/2019       | 31254        | CARDMEMBER SERVICE    | 1008102519     | 01-42-5330         | Refund training                 | 945.00-        |
| 11/19        | 11/05/2019       | 31254        | CARDMEMBER SERVICE    | 1008102519     | 01-42-5330         | SRO Class/GLOCK/Casper Training | 1,545.84       |
| 11/19        | 11/05/2019       | 31254        | CARDMEMBER SERVICE    | 1008102519     | 01-42-5700         | Postage                         | 4.65           |
| 11/19        | 11/05/2019       | 31254        | CARDMEMBER SERVICE    | 1008102519     | 01-42-5210         | Cash drawer - PD                | 99.47          |
| 11/19        | 11/05/2019       | 31254        | CARDMEMBER SERVICE    | 1008102519     | 01-42-5254         | Lanyards - PD                   | 25.99          |
| 11/19        | 11/05/2019       | 31254        | CARDMEMBER SERVICE    | 1008102519     | 01-42-5216         | Car Wash                        | 12.00          |
| 11/19        | 11/05/2019       | 31254        | CARDMEMBER SERVICE    | 1008102519     | 01-42-5201         | Technology supplies             | 29.99          |
| 11/19        | 11/05/2019       | 31254        | CARDMEMBER SERVICE    | 1008102519     | 01-42-5210         | Peace officer handbooks - 2     | 123.76         |
| 11/19        | 11/05/2019       | 31254        | CARDMEMBER SERVICE    | 5670102519     | 01-45-5262         | Robin Event-Holiday Party       | 1,646.21       |
| 11/19        | 11/05/2019       | 31254        | CARDMEMBER SERVICE    | 5670102519     | 01-45-5261         | Robin Event Rental-CDSBF        | 671.56         |
| 11/19        | 11/05/2019       | 31254        | CARDMEMBER SERVICE    | 5670102519     | 01-45-5265         | Stanley Hotel-Senior Event      | 540.00         |
| 11/19        | 11/05/2019       | 31254        | CARDMEMBER SERVICE    | 5670102519     | 01-45-5265         | Butterfly Pavilion-Senior Event | 125.00         |
| 11/19        | 11/05/2019       | 31254        | CARDMEMBER SERVICE    | 5670102519     | 01-45-5265         | Senior Coordinator Mtg Lunch    | 30.14          |
| 11/19        | 11/05/2019       | 31254        | CARDMEMBER SERVICE    | 5670102519     | 01-45-5262         | Cocoa w/ Cops                   | 16.98          |
| 11/19        | 11/05/2019       | 31254        | CARDMEMBER SERVICE    | 5670102519     | 01-40-5310         | Clean Up Days Sign              | 167.80         |
| 11/19        | 11/05/2019       | 31254        | CARDMEMBER SERVICE    | 5670102519     | 01-45-5265         | Senior Coord Meeting            | 90.22          |
| 11/19        | 11/05/2019       | 31254        | CARDMEMBER SERVICE    | 5670102519     | 01-45-5260         | Basketball Shirts               | 347.76         |
| 11/19        | 11/05/2019       | 31254        | CARDMEMBER SERVICE    | 7665102519     | 01-44-5330         | Training - Pearson - Ja Junta   | 197.28         |
| 11/19        | 11/05/2019       | 31254        | CARDMEMBER SERVICE    | 7665102519     | 01-40-5215         | Lights R&M - Town Hall          | 298.97         |
| 11/19        | 11/05/2019       | 31254        | CARDMEMBER SERVICE    | 7665102519     | 01-40-5310         | Clean Up Days - Lunch           | 141.26         |
| Total 31254: |                  |              |                       |                |                    |                                 | 5,169.88       |
| 11/19        | 11/05/2019       | 31255        | CASELLE               | 98490          | 01-40-5201         | 12/19-Support                   | 597.75         |
| 11/19        | 11/05/2019       | 31255        | CASELLE               | 98490          | 01-41-5201         | 12/19-Support                   | 213.00         |
| 11/19        | 11/05/2019       | 31255        | CASELLE               | 98490          | 06-40-5201         | 12/19-Support                   | 270.25         |
| Total 31255: |                  |              |                       |                |                    |                                 | 1,081.00       |
| 11/19        | 11/05/2019       | 31256        | CENTURY LINK          | 0831102519     | 01-40-5300         | 970-535-0831-TH Fax             | 65.93          |
| 11/19        | 11/05/2019       | 31256        | CENTURY LINK          | 4770102519     | 01-44-5300         | 970-535-4770-PW Shop            | 154.79         |
| Total 31256: |                  |              |                       |                |                    |                                 | 220.72         |
| 11/19        | 11/05/2019       | 31257        | COREN PRINTING INC    | 84718          | 01-41-5235         | Court Printing-Warning Ticket   | 106.00         |
| Total 31257: |                  |              |                       |                |                    |                                 | 106.00         |
| 11/19        | 11/05/2019       | 31258        | CORY ELLIS            | MILEAGE CL     | 01-42-5330         | Mileage - Class                 | 170.77         |
| Total 31258: |                  |              |                       |                |                    |                                 | 170.77         |
| 11/19        | 11/05/2019       | 31259        | CPS DISTRIBUTORS, INC | 03164668-00    | 01-45-5372         | Parts                           | 3.11           |
| Total 31259: |                  |              |                       |                |                    |                                 | 3.11           |
| 11/19        | 11/05/2019       | 31260        | DEAN KORECKY, JR.     | 10/19 CELL     | 01-44-5300         | 10/19-Cell Phone Reimbursement  | 40.00          |

| GL Period     | Check Issue Date | Check Number | Payee                       | Invoice Number | Invoice GL Account | Description                   | Invoice Amount |
|---------------|------------------|--------------|-----------------------------|----------------|--------------------|-------------------------------|----------------|
| Total 31260:  |                  |              |                             |                |                    |                               | 40.00          |
| 11/19         | 11/05/2019       | 31261        | Garretson's Sports Center   | 33365          | 01-44-5700         | Clothing Allowance-Macho Abia | 140.00         |
| Total 31261:  |                  |              |                             |                |                    |                               | 140.00         |
| 11/19         | 11/05/2019       | 31262        | GCR TIRES & SERVICES        | 86830          | 01-44-5216         | Ram Truck Tires               | 419.10         |
| Total 31262:  |                  |              |                             |                |                    |                               | 419.10         |
| 11/19         | 11/05/2019       | 31263        | HOME DEPOT CREDIT SERVIC    | 2769102119     | 01-44-5364         | Ice shelter R&M               | 44.88          |
| 11/19         | 11/05/2019       | 31263        | HOME DEPOT CREDIT SERVIC    | 2769102119     | 01-40-5215         | TH R&M                        | 83.93          |
| 11/19         | 11/05/2019       | 31263        | HOME DEPOT CREDIT SERVIC    | 2769102119     | 01-44-5210         | Operating Supplies            | 33.73          |
| Total 31263:  |                  |              |                             |                |                    |                               | 162.54         |
| 11/19         | 11/05/2019       | 31264        | KATHARINE KAUFMAN           | 16             | 01-45-5260         | Yoga                          | 360.00         |
| Total 31264:  |                  |              |                             |                |                    |                               | 360.00         |
| 11/19         | 11/05/2019       | 31265        | KLEEN-TECH SERVICES CORP    | 50354          | 01-40-5050         | 8/19-Janitorial Services      | 957.00         |
| Total 31265:  |                  |              |                             |                |                    |                               | 957.00         |
| 11/19         | 11/05/2019       | 31266        | PEAK ELEVATOR PERFORMAN     | 45296          | 01-40-5215         | 11/19-Elevator Services       | 108.50         |
| Total 31266:  |                  |              |                             |                |                    |                               | 108.50         |
| 11/19         | 11/05/2019       | 31267        | PETTY CASH                  | POLICE PET     | 01-01-1008         | Police cash drawer            | 100.00         |
| Total 31267:  |                  |              |                             |                |                    |                               | 100.00         |
| 11/19         | 11/05/2019       | 31268        | ST. VRAIN VALLEY SCHOOL DIS | 225            | 01-45-5260         | Open Gym                      | 385.00         |
| Total 31268:  |                  |              |                             |                |                    |                               | 385.00         |
| 11/19         | 11/05/2019       | 31269        | US BANK VOYAGER FLEET SYS   | 2834110119     | 01-40-5253         | Fuel-Pool Car                 | 56.20          |
| 11/19         | 11/05/2019       | 31269        | US BANK VOYAGER FLEET SYS   | 2834110119     | 01-42-5253         | Fuel - PD                     | 1,553.33       |
| 11/19         | 11/05/2019       | 31269        | US BANK VOYAGER FLEET SYS   | 2834110119     | 01-44-5253         | Fuel-PW-Roads                 | 1,141.06       |
| 11/19         | 11/05/2019       | 31269        | US BANK VOYAGER FLEET SYS   | 2834110119     | 01-45-5253         | Fuel-PW-Parks                 | 443.27         |
| 11/19         | 11/05/2019       | 31269        | US BANK VOYAGER FLEET SYS   | 2834110119     | 06-47-5253         | Fuel-WWTP                     | 443.27         |
| Total 31269:  |                  |              |                             |                |                    |                               | 3,637.13       |
| Grand Totals: |                  |              |                             |                |                    |                               | 90,921.65      |

Summary by General Ledger Account Number

| GL Account | Debit    | Credit     | Proof      |
|------------|----------|------------|------------|
| 01-01-1008 | 100.00   | .00        | 100.00     |
| 01-02-2000 | 1,016.55 | 58,235.26- | 57,218.71- |
| 01-12-4200 | 1,000.00 | .00        | 1,000.00   |

| GL Account | Debit    | Credit  | Proof    |
|------------|----------|---------|----------|
| 01-13-4624 | 297.00   | .00     | 297.00   |
| 01-40-5050 | 957.00   | .00     | 957.00   |
| 01-40-5066 | 227.82   | .00     | 227.82   |
| 01-40-5068 | 150.00   | .00     | 150.00   |
| 01-40-5201 | 1,999.85 | .00     | 1,999.85 |
| 01-40-5205 | 102.90   | .00     | 102.90   |
| 01-40-5210 | 48.64    | .00     | 48.64    |
| 01-40-5215 | 491.40   | .00     | 491.40   |
| 01-40-5253 | 56.20    | .00     | 56.20    |
| 01-40-5300 | 65.93    | .00     | 65.93    |
| 01-40-5305 | 647.37   | .00     | 647.37   |
| 01-40-5310 | 9,612.79 | .00     | 9,612.79 |
| 01-40-5316 | 140.28   | .00     | 140.28   |
| 01-40-5320 | 34.36    | .00     | 34.36    |
| 01-40-5325 | 452.60   | .00     | 452.60   |
| 01-40-5330 | 94.00    | .00     | 94.00    |
| 01-40-5331 | 125.32   | .00     | 125.32   |
| 01-40-5700 | 157.98   | 71.55-  | 86.43    |
| 01-40-5701 | 30.00    | .00     | 30.00    |
| 01-40-5705 | 13.92    | .00     | 13.92    |
| 01-41-5040 | 1,000.00 | .00     | 1,000.00 |
| 01-41-5066 | 31.76    | .00     | 31.76    |
| 01-41-5201 | 213.00   | .00     | 213.00   |
| 01-41-5235 | 106.00   | .00     | 106.00   |
| 01-41-5330 | 474.76   | .00     | 474.76   |
| 01-41-5331 | 146.25   | .00     | 146.25   |
| 01-41-5700 | 73.69    | .00     | 73.69    |
| 01-42-5066 | 294.20   | .00     | 294.20   |
| 01-42-5201 | 29.99    | .00     | 29.99    |
| 01-42-5210 | 223.23   | .00     | 223.23   |
| 01-42-5216 | 416.00   | .00     | 416.00   |
| 01-42-5253 | 1,553.33 | .00     | 1,553.33 |
| 01-42-5254 | 1,197.18 | .00     | 1,197.18 |
| 01-42-5305 | 157.86   | .00     | 157.86   |
| 01-42-5330 | 1,716.61 | 945.00- | 771.61   |
| 01-42-5350 | 621.00   | .00     | 621.00   |
| 01-42-5700 | 4.65     | .00     | 4.65     |
| 01-43-5066 | 126.40   | .00     | 126.40   |
| 01-43-5200 | 90.00    | .00     | 90.00    |
| 01-43-5700 | 23.91    | .00     | 23.91    |
| 01-44-5066 | 141.81   | .00     | 141.81   |
| 01-44-5201 | 748.00   | .00     | 748.00   |
| 01-44-5210 | 188.63   | .00     | 188.63   |
| 01-44-5216 | 738.50   | .00     | 738.50   |
| 01-44-5250 | 1,726.00 | .00     | 1,726.00 |
| 01-44-5253 | 1,141.06 | .00     | 1,141.06 |
| 01-44-5254 | 272.92   | .00     | 272.92   |
| 01-44-5300 | 684.79   | .00     | 684.79   |
| 01-44-5305 | 3,443.40 | .00     | 3,443.40 |
| 01-44-5330 | 351.28   | .00     | 351.28   |
| 01-44-5331 | 226.67   | .00     | 226.67   |
| 01-44-5361 | 2,252.80 | .00     | 2,252.80 |
| 01-44-5364 | 401.15   | .00     | 401.15   |
| 01-44-5365 | 9,144.80 | .00     | 9,144.80 |
| 01-44-5369 | 6.50     | .00     | 6.50     |
| 01-44-5700 | 258.69   | .00     | 258.69   |
| 01-45-5066 | 153.17   | .00     | 153.17   |



| GL Account    | Debit            | Credit            | Proof      |
|---------------|------------------|-------------------|------------|
| 01-45-5210    | 140.00           | .00               | 140.00     |
| 01-45-5215    | 1,771.11         | .00               | 1,771.11   |
| 01-45-5253    | 443.27           | .00               | 443.27     |
| 01-45-5260    | 1,232.76         | .00               | 1,232.76   |
| 01-45-5261    | 792.14           | .00               | 792.14     |
| 01-45-5262    | 1,663.19         | .00               | 1,663.19   |
| 01-45-5265    | 785.36           | .00               | 785.36     |
| 01-45-5300    | 50.00            | .00               | 50.00      |
| 01-45-5305    | 3,112.32         | .00               | 3,112.32   |
| 01-45-5369    | 954.00           | .00               | 954.00     |
| 01-45-5372    | 105.76           | .00               | 105.76     |
| 06-02-2000    | .00              | 33,660.19-        | 33,660.19- |
| 06-40-5066    | 59.03            | .00               | 59.03      |
| 06-40-5201    | 270.25           | .00               | 270.25     |
| 06-40-5320    | 15.75            | .00               | 15.75      |
| 06-47-5215    | 3,403.05         | .00               | 3,403.05   |
| 06-47-5231    | 1,827.50         | .00               | 1,827.50   |
| 06-47-5253    | 443.27           | .00               | 443.27     |
| 06-47-5305    | 4,043.52         | .00               | 4,043.52   |
| 06-47-5390    | 4,277.70         | .00               | 4,277.70   |
| 06-47-5391    | 870.96           | .00               | 870.96     |
| 06-47-5392    | 394.76           | .00               | 394.76     |
| 06-47-5500    | 18,054.40        | .00               | 18,054.40  |
| 20-02-2000    | .00              | 42.75-            | 42.75-     |
| 20-40-5066    | 42.75            | .00               | 42.75      |
| Grand Totals: | <u>92,954.75</u> | <u>92,954.75-</u> | <u>.00</u> |

Report Criteria:  
 Report type: GL detail



## Agenda Item Summary

MEETING DATE: January 13, 2020

SUBJECT: Applicants for Planning Commission

PRESENTED BY: Mary Strutt, Town Clerk / Treasurer

### SUMMARY

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The Planning Commission consists of five (5) regular members and one (1) alternate member who are appointed by the Board of Trustees. Currently there is one vacancy created due to the resignation of Commissioner Harris in July and a vacancy in the alternate position.

The attached applications were received from Charles Gehringer on August 5, 2019 and Herman Schranz on August 26, 2019. Both applicants are qualified to serve on the Commission as residents and qualified electors of the Town of Mead. In addition, both applicants have expressed a preference to the regular member position.

### FINANCIAL CONSIDERATIONS

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None

### STAFF RECOMMENDATION/ACTION REQUIRED

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Staff recommends that the Board of Trustees appoint two of its members to interview the candidates and make a recommendation to the Board for appointment on January 27.

### ATTACHMENTS

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Committee Application Charles Gehringer  
Committee Application Herman Schranz



**Town of Mead**  
**Application for Committee/Commission Membership**

Name CHARLES A. GEHRINGER

Address [REDACTED]

City/State/Zip Code MEAD, CO 80542

Home Telephone Number [REDACTED]

Business Telephone Number [REDACTED]

E-Mail Address [REDACTED]

Length of Residency in Mead 16 YEARS

Committee or Commission Applying For PLANNING COMMITTEE

Are You a Registered Voter in the Town of Mead YES

What is Your Occupation ARBORIST/ASSISTANT FORESTER CITY OF BROOMFIELD

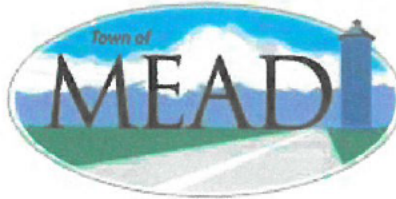
What Background or Interest Do You Bring to This Position and What Would You Like To Work On? I HAVE A DEGREE IN ARBORICULTURE/TURF MANAGEMENT. I HAVE WORKED AS A LANDSCAPE INSTALL SUPERINTENDENT, LANDSCAPE MANAGEMENT SUPERINTENDENT, ASSISTANT GOLF COURSE SUPERINTENDENT, I WAS PARK & REC. CHAIRMAN FOR 8 YEARS AND ON THE PARK & REC COMMITTEE FOR 10 YEARS FOR THE TOWN OF ~~MEAD~~ MEAD.

Signature: [Handwritten Signature]

Date: 8-5-19

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

**Committee/Commission Meeting Days**  
Community Day Committee - Second Wednesday of Month  
Planning Commission - Third Wednesday of Month  
Events Committee - Second Tuesday of Month  
Parks, Recreation, and Open Space - Third Tuesday of Month



**Town of Mead**  
**Application for Committee/Commission Membership**

Name HERMAN SCHRANZ

Address [REDACTED]

City/State/Zip Code MEAD, CO 80542

Home Telephone Number [REDACTED]

Business Telephone Number \_\_\_\_\_

E-Mail Address [REDACTED]

Length of Residency in Mead 9 YRS

Committee or Commission Applying For PLANNING COMMISSION

Are You a Registered Voter in the Town of Mead YES

What is Your Occupation RETIRED

What Background or Interest Do You Bring to This Position and What Would You Like To Work On? AS A PREVIOUS PLANNING COMMISSIONER AND FORMER TRUSTEE I FEEL THAT I HAVE A GOOD UNDERSTANDING OF THE POSITION. THIS POSITION ALLOWS ME TO REMAIN INVOLVED IN MEAD'S FUTURE GROWTH

Signature: [Handwritten Signature]

Date: 8/26/19

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

**Committee/Commission Meeting Days**  
Community Day Committee - Second Wednesday of Month  
Planning Commission - Third Wednesday of Month  
Events Committee - Second Tuesday of Month  
Parks, Recreation, and Open Space - Third Tuesday of Month





## Agenda Item Summary

MEETING DATE: January 13, 2020

SUBJECT: Resolution No. 05-R-2020 - A Resolution of the Town of Mead, Colorado, Approving a Professional Services Agreement Between the Town of Mead and Schlosser Signs, Inc., for the Installation of an Outdoor Electronic Message Center Monument Style Sign

PRESENTED BY: Helen Migchelbrink, Town Manager

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### SUMMARY

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The Town received 6 proposals in response to an RFP that closed on October 11, 2019 for an Outdoor Electronic Message Center monument style sign. The proposed location of this sign is north of Town Hall, in the Town park property, adjacent to 3<sup>rd</sup> Street.

Staff is recommending award to Schlosser Signs, Inc. based on architecture and design, quality of product and service, and price. A staff committee reviewed the proposals, rated each proposal based on these criteria, and unanimously selected Schlosser Signs.

The RFP called for a monument sign that coordinated with the architecture of Town Hall, with the vision being a timeless look that will last for many years. **Schlosser Sign's did the best job of interpreting the aesthetic specifications and was the unanimous choice by the selection committee. The logo is an easily replaceable feature of the sign should our logo change in the future and the main focus of the sign is the electronic message center, making it easy to read.**

Staff asked that the proposers provide a quality product in a timely manner. **Schlosser Signs provided great examples of previous work and their references mentioned great work, coming in on time and on budget.**

Staff requested that the pricing be competitive. **Three of the six proposals were within the scope of the RFP and the prices ranged from \$74,000 to \$92,000.** The other three proposals were priced between \$40,000 and \$50,000 but did not meet the intended scope.

## FINANCIAL CONSIDERATIONS

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This request is for an amount not to exceed Seventy-Four Thousand Five Hundred Eighty-Two dollars (\$74,582.00).

The approved 2020 Budget includes \$100,000 in Municipal Facilities Capital Outlay for town signage which would include an electronic messaging sign, welcome signs and other Town signage.

## STAFF RECOMMENDATION/ACTION REQUIRED

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Suggested Motion –

“I move to adopt Resolution No. 05-R-2020 – A Resolution of the Town of Mead, Colorado, Approving a Professional Services Agreement Between the Town of Mead and Schlosser Signs, Inc., for the Installation of an Outdoor Electronic Message Center Monument Style Sign.

## ATTACHMENTS

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Resolution No. 05-R-2020  
Contract Including Exhibit A

**TOWN OF MEAD, COLORADO  
RESOLUTION NO. 05-R-2020**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING  
A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN  
OF MEAD AND SCHLOSSER SIGNS, INC., FOR THE INSTALLATION  
OF AN OUTDOOR ELECTRONIC MESSAGE CENTER MONUMENT  
STYLE SIGN**

**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 has need of professional services for the design, installation and maintenance of an outdoor electronic message center monument style sign (“Services”); and

**WHEREAS**, the Town issued a request for proposals for such Services and received six (6) responsive proposals by the deadline; and

**WHEREAS**, Town staff has reviewed the proposals submitted and determined that Schlosser Signs, Inc. (“Contractor”) submitted the lowest responsive and responsible proposal; and

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

**WHEREAS**, the Agreement includes a not-to-exceed amount of **Seventy-Four Thousand Five Hundred Eighty-Two Dollars and No Cents (\$74,582.00)**; and

**WHEREAS**, the Board of Trustees desires to approve the Agreement in substantially the form attached to this Resolution and delegate authority to the Mayor to execute the Agreement on behalf of the Town of Mead once in final form.

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

**Section 1.** The Board of Trustees hereby: (a) approves the Agreement in substantially the same form as is attached hereto and incorporated herein; (b) authorizes the Town Attorney in cooperation with the Mayor to make non-material changes to the Agreement that do not increase the Town’s obligations; and (c) authorizes the Mayor to execute the Agreements when in final form.

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

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

**INTRODUCED, READ, PASSED, AND ADOPTED THIS 13TH DAY OF JANUARY, 2020**

**ATTEST:**

**TOWN OF MEAD:**

By \_\_\_\_\_  
Mary E. Strutt, MMC, Town Clerk

By \_\_\_\_\_  
Colleen G. Whitlow, Mayor



**Exhibit 1**  
Professional Services Agreement

*[see attached agreement]*

## SIGN SPECIFICATIONS

- A** ALUMINUM CONSTRUCTED CABINET FOR HOUSING OF ELECTRONIC MESSAGE UNIT
- B** 16MM FULL COLOR ELECTRONIC MESSAGE UNIT; WIRELESS MODEM COMMUNICATION.
- C** 4" DEEP, ALUMINUM CONSTRUCTED CABINET WITH ROUTED AND PUSH-THRU GRAPHICS; ILLUMINATED WITH WHITE LED'S.
- D** ALUMINUM CONSTRUCTED TOP ACCENT CAP WITH WINDOW DECORATION FROM CUT OPAQUE FILM. AND TOP ACCENTS TO BE MASKED AND PAINTED DARKER ACCENT COLOR. (2) BANDS OF RGB LED NEON ACCENT LIGHTS TO WRAP ALL FOUR SIDES OF CAP STRUCTURE.
- E** STONE COLUMN AND BASE. LOWER PORTION AROUND BASE TO BE LEFT WITH HALLOW INTERIOR FOR PLANTER BED.



|           |                  |                      |                 |                       |
|-----------|------------------|----------------------|-----------------|-----------------------|
| <b>A1</b> | <b>SIGN TYPE</b> | MONUMENT ID WITH EMC | <b>SCALE</b>    | 1/2" = 1'-0"          |
|           | <b>QUANTITY</b>  | 1 D/F                | <b>JOB TYPE</b> | MANUFACTURE & INSTALL |



Phone 970-593-1334  
 Fax 970-593-0443  
 1-888-309-5571  
 3597 Draft Horse Ct  
 Loveland, CO 80538

**CLIENT:** TOWN OF MEAD  
**ADDRESS:** MEAD, CO

**SALES:** PATRICK SHERRY  
**DESIGNER:** J. VALASEK

**CUSTOMER APPROVAL:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

Rev. #1:  
 Rev. #2:  
 Rev. #3:  
 Rev. #4:  
 Rev. #5:

**DESIGN #** 19833    **REF. DATE** 1010

**PAGE #** 1 **OF** 2



ANY ELECTRICAL SIGNS DEPICTED ON DRAWINGS ABOVE ARE INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL SIGN CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN. THE LOCATION OF THE DISCONNECT SWITCH AFTER INSTALLATION SHALL COMPLY WITH ARTICLE 600.6(A)(1) OF THE NATIONAL ELECTRIC SIGN CODE.



THIS DESIGN IS THE EXCLUSIVE PROPERTY OF SCHLOSSER SIGNS, INC. DISTRIBUTION OF THIS DESIGN TO ANYONE OTHER THAN EMPLOYEES OF YOUR COMPANY FOR THE USE OF ANY GRAPHICS OR THE CONSTRUCTION OF THE SIGN SIMILAR TO THE ONE EMBODIED IS STRICTLY FORBIDDEN. IN THE EVENT THAT SUCH AN EXHIBITION OCCURS, WITHOUT PRIOR WRITTEN CONSENT OF SCHLOSSER SIGNS, INC., SCHLOSSER SIGNS, INC. EXPECTS TO BE REIMBURSED UP TO \$5000 PER SHEET AS COMPENSATION FOR THE TIME AND EFFORT ENTAILED IN CREATING THE ABOVE DESIGNS.



ALL ILLUMINATED DISPLAYS SHOWN IN THIS DESIGN ARE BUILT TO 120 VOLT SPECIFICATIONS UNLESS OTHERWISE NOTED.





ILLUMINATED RENDERING OPTION: SHOWING COLUMN ACCENT LIGHTS FOR BREAST CANCER AWARENESS



ILLUMINATED RENDERING OPTION: SHOWING COLUMN ACCENT LIGHTS WITH TOWN OF MEAD TEAL COLORING.



PLACEMENT RENDERING - SHOWING COLUMN AWAY FROM ROAD



Phone 970-593-1334  
 Fax 970-593-0443  
 1-888-309-5571  
 3597 Draft Horse Ct  
 Loveland, CO 80538

CLIENT: TOWN OF MEAD

ADDRESS: MEAD, CO

SALES: PATRICK SHERRY  
 DESIGNER: J. VALASEK

CUSTOMER APPROVAL: \_\_\_\_\_

DATE: \_\_\_\_\_

Rev. #1:  
 Rev. #2:  
 Rev. #3:  
 Rev. #4:  
 Rev. #5:

|          |           |
|----------|-----------|
| DESIGN # | REF. DATE |
| 19833    | 1010      |

PAGE # **2** OF **2**



ANY ELECTRICAL SIGNS DEPICTED ON DRAWINGS ABOVE ARE INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL SIGN CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN. THE LOCATION OF THE DISCONNECT SWITCH AFTER INSTALLATION SHALL COMPLY WITH ARTICLE 600.6(A) (1) OF THE NATIONAL ELECTRIC SIGN CODE.



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ALL ILLUMINATED DISPLAYS SHOWN IN THIS DESIGN ARE BUILT TO 120 VOLT SPECIFICATIONS UNLESS OTHERWISE NOTED.

**Town of Mead, Colorado**  
**AGREEMENT FOR PROFESSIONAL SERVICES**

**Project/Services Name: Outdoor Electronic Message Center Sign Installation**

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 Schlosser Signs, Inc., a Colorado corporation with offices at 3597 Draft Horse Court, Loveland, Colorado 80538 (“Contractor”) (each individually a “Party” and collectively the “Parties”).

**RECITALS**

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

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

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

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

**I. SCOPE OF SERVICES**

A. Services. Contractor shall furnish all 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 Contractor has offered to the Town the process, procedures, terms, and conditions under which the Contractor plans and proposes to achieve or produce the services and/or work product(s) and the Town, through this Agreement, has accepted such process, procedures, terms, and conditions as binding on the Parties.

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

C. Equipment. Contractor shall supply and convey to the Town title for the outdoor electronic message center and all related materials and equipment as specified in **Exhibit A**



("Equipment"). Contractor represents and agrees all of the Equipment meets the appropriate standards and specifications as set forth in **Exhibit A** and that the Town's purchase of the Equipment shall have the warranty terms set forth in this Agreement. Contractor shall not substitute any specified Equipment without prior written approval of the Town.

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

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

## II. TERM AND TERMINATION

A. Term. This Agreement shall commence on the date of mutual execution of the Parties (the "Effective Date") and shall continue until **March 31, 2020** or until terminated as provided herein ("Termination Date"). The Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation.

B. Town Unilateral Termination. This Agreement may be terminated by the Town for any or no reason upon written notice delivered to the Contractor at least ten (10) days prior to termination. In the event of the Town's exercise of the right of unilateral termination as provided by this paragraph:

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

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

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

C. Termination for Non-Performance. Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement

may be terminated by the performing party if the performing party first provides written notice to the non-performing party. Such notice shall specify the non-performance, provide a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this Section II.C, “reasonable time” shall not be less than five (5) business days. In the event of a failure to timely cure a non-performance and upon the date of the resulting termination for non-performance, the Contractor shall prepare a final accounting and final invoice of charges for all performed but unpaid Services and any reimbursable expenses authorized by this Agreement. Such final accounting and final invoice shall be delivered to the Town within fifteen (15) days of the termination date contained in the written notice. Thereafter, the Town shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor. Provided that notice of non-performance is provided in accordance with this Section II.C, nothing in this Section II.C shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

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

E. Delivery of Notices. Any notice permitted by this Section II and its subsections shall be addressed to the Town Representative or the Contractor Representative at the address set forth in Section XIII.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. WARRANTIES.

A. New Equipment. Contractor warrants that the Equipment shall be new and suitable for the purpose used by the Town and will be of good quality, free from faults and defects and in conformance with **Exhibit A**.

B. Title to Equipment. Contractor further warrants that it has full title to all the Equipment to be conveyed to the Town hereunder, that its transfer of such title to the Town is rightful and that all such Equipment shall be transferred free and clear from all security interests, liens, claims or encumbrances whatsoever. Contractor agrees to warrant and defend such title against all persons claiming the whole or any part thereof, at no cost to the Town.

C. Warranty on Workmanship. Contractor shall, for one year from the date that the Town initiates beneficial use of all Equipment provided under this Agreement (last piece of Equipment is put into its intended use), promptly investigate, repair, or otherwise correct any parts,

components or Equipment supplied hereunder which contain faults or defects considered to be minor and not affecting the integrity or structure of the Equipment. Contractor shall, for one year from the date that the Town initiates beneficial use of all Equipment provided under this Agreement (last piece of Equipment is put into its intended use), promptly replace any parts, components or Equipment supplied hereunder which contain faults or defects considered to be other than minor, including affecting the integrity of the Equipment. Warranty information for workmanship and equipment is set forth in more detail in **Exhibit A**.

D. Assignment of Equipment Warranties. The Contractor warrants and shall be responsible and liable to the Town for the warranties which are provided from the manufacturer(s) of all Equipment supplied hereunder. Contractor shall provide, assign, and take whatever additional steps are necessary to ensure that the Equipment is warranted for the benefit of the Town for the respective manufacturers' warranty periods.

#### IV. REPRESENTATIVES AND SUPERVISION

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

B. Contractor Representative. The Contractor representative under this Agreement shall be Patrick Sherry, Account Executive ("Contractor Representative"). The Contractor Representative shall act as the Contractor's primary point of contact with the Town. The Contractor shall not designate another person to be the Contractor Representative without prior written notice to the Town.

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

#### V. COMPENSATION

A. Not-to-Exceed Amount. Following execution of this Agreement by the Parties, the Contractor shall be authorized to and shall commence performance of the Services as described in **Exhibit A**, subject to the requirements and limitations on compensation as provided by this Section V and its subsections. Compensation to be paid hereunder shall not exceed **Seventy-Four Thousand Five Hundred Eighty-Two Dollars and No Cents (\$74,582.00)** ("Not-to-Exceed Amount") unless a larger amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement. Notwithstanding the amount specified in this Section, Contractor shall be paid only for work performed. Contractor shall not be paid until tasks identified in the Scope of Services are performed to the satisfaction of the Town. In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor as follows:

- If this box is checked, the Town shall pay Contractor on a time and materials basis in accordance with the rate schedule shown in **Exhibit \_\_\_\_**. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for any fees, costs and expenses. Final payment may be requested by the Contractor upon completion of the Services and the Town's acceptance of all work or Services as set forth in **Exhibit A**.
- If this box is checked, the Town shall pay the Contractor the total amount for the Services , which shall not exceed the Not-to-Exceed Amount, in two payments as follows:
  1. The Town shall pay Contractor the first payment of half of the total amount for the Services within thirty (30) days of the Effective Date of this Agreement.
  2. The Town shall pay Contractor the second payment of half of the total amount for the Services within thirty (30) days of Contractor's completion and the Town's final acceptance of all Services contemplated by this Agreement.

B. Receipts. The Town, before making any payment, may require the Contractor to furnish at no additional charge releases or receipts from any or all persons performing work under this Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the Town's interest. The Town, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.

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 Contractor, and proof of payment shall be provided by the Contractor with the Contractor's monthly invoices:

- None
- Vehicle Mileage (billed at not more than the prevailing per mile charge permitted by the IRS as a tax-deductible business expense)
- Printing and Photocopying Related to the Services (billed at actual cost)
- Long Distance Telephone Charges Related to the Services
- Postage and Delivery Services
- Lodging and Meals (but only with prior written approval of the Town as to dates and maximum amount)



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

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.

## **VI. PROFESSIONAL RESPONSIBILITY**

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

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

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

## **VII. INDEPENDENT CONTRACTOR**

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

B. Liability for Employment-Related Rights and Compensation. The Contractor shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Contractor, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. Accordingly, the Town shall not be called upon to

assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

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

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

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

## VIII. INSURANCE

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

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

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

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

to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

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

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

## **IX. INDEMNIFICATION**

Contractor 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 Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor.

## **X. ILLEGAL ALIENS**

The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. The Contractor shall not contract with a subcontractor that fails to certify that the subcontractor does not knowingly employ or contract with any illegal aliens. By entering into this Agreement, the Contractor 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 Contractor will participate in the e-verify program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement. The Contractor is prohibited from using the e-verify program to undertake pre-employment screening of job applicants while this Agreement is being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to notify the subcontractor and the Town within three (3) days that the Contractor has actual



knowledge that a subcontractor is employing or contracting with an illegal alien. The Contractor shall terminate the subcontract if the subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving the notice regarding the Contractor's actual knowledge. The Contractor shall not terminate the subcontract if, during such three days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor is required to comply with any reasonable request made by the Colorado Department of Labor and Employment made in the course of an investigation undertaken to determine compliance with this provision and applicable state law. If the Contractor violates this provision, the Town may terminate this Agreement, and the Contractor may be liable for actual and/or consequential damages incurred by the Town, notwithstanding any limitation on such damages provided by this Agreement.

## **XI. REMEDIES**

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

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

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

## **XII. RECORDS AND OWNERSHIP**

A. Retention and Open Records Act Compliance. All records of the Contractor related to the provision of Services hereunder, including public records as defined in the Colorado Open Records Act ("CORA"), and records produced or maintained in accordance with this Agreement, are to be retained and stored in accordance with the Town's records retention and disposal policies. Those records which constitute "public records" under CORA are to be at the Town offices or accessible and opened for public inspection in accordance with CORA and Town policies. Public records requests for such records shall be processed in accordance with Town policies. Contractor agrees to allow access by the Town and the public to all documents subject to disclosure under

applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town. For purposes of CORA, the Town Clerk is the custodian of all records produced or created as a result of this Agreement. Nothing contained herein shall limit the Contractor's right to defend against disclosure of records alleged to be public.

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

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

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

### **XIII. MISCELLANEOUS**

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

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

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

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

**If to the Town:**

**If to Contractor:**

|  |   |
|--|---|
| Town of Mead<br>Attn: Town Manager<br>441 Third Street<br>P.O. Box 626<br>Mead, Colorado 80542   | Schlosser Signs, Inc.<br>Attn: Patrick Sherry<br>3597 Draft Horse Court<br>Loveland, Colorado 80538 |
| With Copy to:<br>Michow Cox & McAskin LLP<br>Attn: Mead Town Attorney<br>6530 S. Yosemite Street, Suite 200<br>Greenwood Village, Colorado 80111 | With Copy to:   |

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

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

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

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

I. Governmental Immunity. The Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended (“CGIA”), or otherwise available to the Town and its officers or employees. 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 XIII shall not authorize assignment.

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

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

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

P. Survival. The provisions of Sections VII (Independent Contractor), VIII (Insurance), IX (Indemnification) and XIII (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.

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

R. Force Majeure. Neither the Contractor nor the Town shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires,



floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

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

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

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

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*

*SIGNATURE PAGES FOLLOW*

**THIS AGREEMENT is executed and made effective as provided above.**

**TOWN OF MEAD, COLORADO:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of execution: \_\_\_\_\_, 2020

ATTEST:

\_\_\_\_\_  
Mary Strutt, MMC, Town Clerk

APPROVED AS TO FORM (*excluding exhibits*):

\_\_\_\_\_  
Marcus McAskin, Town Attorney

**CONTRACTOR: Schlosser Signs, Inc., a Colorado corporation**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of execution: \_\_\_\_\_, 2020

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing Agreement for Professional Services was subscribed, sworn to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ as \_\_\_\_\_ of Schlosser Signs, Inc., a Colorado corporation.

My commission expires: \_\_\_\_\_

(S E A L)

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**SCOPE OF SERVICES AND WARRANTIES**

*[see attached]*





**SCHLOSSER  
SIGNS, INC.**

3597 Draft Horse Ct. Loveland, CO 80538

**Design • Manufacture • Installation • Service**

## Outdoor Electronic Message Center

2019-0005

Closing date and time: October 11, 2019 at  
2:00 PM MT

October 11, 2019

Submitted by Schlosser Signs, Inc.  
3597 Draft Horse Ct.  
Loveland, CO 80538

Patrick Sherry  
[patrick@schlossersigns.com](mailto:patrick@schlossersigns.com)  
970-593-1334

Thank you for the opportunity to provide you with our proposal to design, produce, install and maintain monument sign with electronic message display Schlosser Signs is a full service and custom sign company that can handle projects of all sizes from large venues and stadiums to small interior signs. We have the staff to plan/code research, design, estimate, engineer, fabricate, project manage and install your signage needs.

### **Addenda Acknowledgments**

Schlosser Signs has received and acknowledge three (3) addendums for this bid opportunity.

### **Project Approach and Timeframe for installation before January 1, 2020**

If awarded this exciting monument project here is a good look at our approach and timeframe:

1. Finalize contract documents asap.
2. Order the Vantage electronic message centers as these have the longest lead time to receive.
3. Produce final production ready drawings for Town of Mead approval.
4. Put into our shop for production.
5. Dig out footing.
6. Get power pulled to sign location.
7. Get the stone work completed.
8. Install the column caps, LED color changers, Mead cabinet and message displays.
9. Completed sign up and running.

The timeframe on completing a project of this magnitude is typically around 8 weeks once into production. Vantage LED usually delivers to us 6 – 8 weeks after order placement. We will make every effort to make your January 1, 2020 required date, but our vendor turnaround times coupled with unstable winter weather conditions can affect the final completion. The key is to maintain good



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communication throughout the process so everyone knows the schedule. For the record, I live in Mead and will be on top of everything going on.

**List of Subcontractors:**

Vantage LED  
1580 Magnolia Ave.  
Corona, CA. 92879  
(888)-595-3956

Brian Pherson Masonry  
PO Box 272892  
Ft. Collins, CO. 80527  
(970)218-7045

Ampacity Group (local Mead Co.)  
13710 Deere Ct. Unit A  
Longmont CO 80504  
Cell: 970.640.0685

**Qualifications and Experience**

Schlosser Signs has been in business for 20 years and our corporate officers are as follows:

Carla Schlosser, CEO  
[carla@schlossersigns.com](mailto:carla@schlossersigns.com)  
970-593-1334

Alex Schlosser, President  
[alex@schlossersigns.com](mailto:alex@schlossersigns.com)  
970-593-1334

Schlosser Signs has vast experience working with many venues including:

- Elementary, Middle and High Schools
- Colleges/Universities including:
- Cities and Towns



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- Retail
- Commercial
- Entertainment

**References**

Three (3) References as follows:

- Town of Pagosa Springs  
James Dickoff, Planning Department Director  
970-264-4151 x225
- City of Littleton  
David Flaig, Landscape Division Manager, Landscape Architect, Arborist  
303-795-3766
- Town of Parker  
Mary Munekata, Associate Planner  
303-805-3337
- City of Loveland  
Shelly Aschenbrenner, Staff Engineer  
970-962-2558

**Specifications for Proposed Equipment Including Required Hardware and Software, Drawings/Illustrations**

I have included Schlosser Signs drawings showing all of the specifications and the Vantage proposal that details all of their specifications. On the monument portion, we are proposing a stone base that matches the existing Mead sign downtown with a lower planter on each side to plant small annuals each year. The Mead logo cabinet will be illuminated and recessed into the sign. We have also included two rows of led color changing strips. This will allow you to change the color to whatever you want with a simple app on your phone. We show Mead color and pink for breast cancer awareness month on our drawings and you can obtain billions of color choices.





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On the electronic display, we have bid Vantage 12mm, full color 3'-2" x 6'-3 1/2". There is no software or hardware on your side as a cell modem comes with the sign and includes lifetime AT&T data plan. SM Infinity cloud-based software allows you the freedom to completely control the displays from anywhere on any device. Instead of software being loaded on a PC, cloud-based software resides on the internet.

Per my site visit and walk, we discussed several different LED suppliers and matrix options. Our decision was that 16mm is too pixelated and 10mm is overkill and pricey. This frameless 12mm option just checks off all our boxes for your site.

**Warranty Information**

The warranty on the monument excluding the message display has a five year manufacturer's warranty and one year labor warranty. The Vantage warranty is a comprehensive seven years parts and labor.

**Architectural Installation Drawing/Illustration**

Schlosser Signs Drawing is attached to this bid and I would be happy to answer any questions you or your team may have.

**Cost Proposal**

Schlosser Signs cost proposal is attached to this bid and again I would be happy to answer any questions you may have.

Once again, thank you very much for the opportunity to provide you with our proposal. Please do not hesitate reaching out to me if you need any additional information.

Patrick Sherry  
[patrick@schlossersigns.com](mailto:patrick@schlossersigns.com)  
970-593-1334



3597 Draft Horse Court • Loveland, CO 80538  
 Phone 970-593-1334 • Fax 970-593-0443  
 www.schlossersigns.com • info@schlossersigns.com

# PROPOSAL

**Proposal #:** 22232

**Proposal Date:** 10/10/19  
**Customer #:** CRM015884  
**Salesperson:** Patrick Sherry  
**Page:** 1 of 5

| SOLD TO:     | JOB LOCATION:               |
|--------------|-----------------------------|
| Town of Mead | Town of Mead                |
| Mead CO      | Mead CO                     |
|              | REQUESTED BY: Karmen Deuter |

Schlosser Signs, Inc. (HEREINAFTER CALLED "SCHLOSSER") HEREBY PROPOSES TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:

| QTY | DESCRIPTION  | UNIT PRICE  | TOTAL PRICE |
|-----|--|-------------|-------------|
| 1   | QUOTE #19833-A1<br>Manufacture and install one (1) double-sided 9' tall x 11'-10 1/2" wide x 4/-2" deep, illuminated monument sign with full color 12mm emc, illuminated city logo and stone base. | \$64,077.00 | \$64,077.00 |
| 1   | QUOTE #19833-Z<br>Provide primary power from the Town of Mead city hall to new sign location. Will require two (2) 120v circuits.  | \$10,505.00 | \$10,505.00 |

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE TO BE IN ACCORDANCE WITH THE DRAWINGS AND OR SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF:

**TOTAL PROPOSAL AMOUNT: \$74,582.00**

**TERMS: 50.0% DOWN PAYMENT, BALANCE DUE ON COMPLETION**

**THIS PRICE DOES NOT INCLUDE ELECTRICAL HOOKUP, PERMITS, BONDS, ENGINEERING, TAXES, OR FEES UNLESS SPECIFICALLY STATED.** NOTICE: Schlosser Signs will only be holding pricing on steel and aluminum components for 15 days due to volatility caused by material tariffs. Proposals may be revised.

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS. WORK WILL NOT BEGIN UNTIL DOWN PAYMENT AND WRITTEN ACCEPTANCE IS RECEIVED.

ANY ALTERATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE PROPOSAL AMOUNT TO BE PAID BY THE PURCHASER.

COMPANY INITIALS PS

CUSTOMER INITIALS \_\_\_\_\_

**QUOTATION - QU0102898**  
 Valid for 60 Days

**Date: 08-28-2019**  
 Page: 1/4

**Buyer:** Schlosser Signs, Inc.  
**Project Reference:** Town of Mead - 12mm RGB 80x160 DF 3' -2 x 6' -3.6  
**Opportunity Reference:** Town of Mead

**Sales Rep:**  
**Quote Created:** 08-28-2019  
**Quote Revised:** 08-28-2019

| ACCOUNT   | BILL TO   | SHIP TO   |
|---|---|---|
| Schlosser Signs, Inc.<br>Patrick Sherry<br>970-593-1334 | Schlosser Signs, Inc.<br>3597 Draft Horse Ct.<br>Loveland, CO 80538 | Schlosser Signs, Inc.<br>3597 Draft Horse Ct.<br>Loveland, CO 80538 |

**Quote Details**

**Payment Terms:**

50.00% Deposit / 0.00% Before Shipment Release /Net 30 Days

Buyer assumes responsibility for reporting and remitting any applicable Sales Taxes.

**PRODUCT SPECIFICATIONS**

| Order Item | Product  | Quantity |
|------------|--|----------|
| Item 1     | <p><b>FLEX V-Series: Outdoor 12mm RGB 80x160 Double Face</b><br/>                     Low Power - Reduced costs for electrical service from initial setup through the lifetime of operation of the display.</p> <p>Flex Module - Uniform module size across all models allows for future upgrades of display. Upgrade from single color to full color or to an improved resolution.</p> <p>Cloudware Software - Collaborate with your team on creating and scheduling content anywhere/anytime with access via PC, MAC, IPAD, or Mobile Device</p> <p>Easy-to-use Intuitive application built to meet any need; from simple scheduling and content creation to integrated live information (RSS and other feeds) and advanced scheduling (conditional messages based on temperature, weather, and more).</p> <p>Emergency Alerts - Amber Alerts and more using FEMA IPAWS (Integrated Public Alert Warning System) service. Enable automatic amber/silver, severe weather, local, state, and federal emergency alerts. No manual entry required (no delays or incorrect information when it matters most).</p> <p>Flex V-Series Full Color Outdoor Display</p> <p><b>Display Specifications</b></p> <hr/> Physical Pitch..... 12mm<br>Physical Matrix (HxW)..... 80x160<br>Virtual Pitch..... 6mm<br>Virtual Matrix (HxW)..... 160x320<br>LEDs Per Pixel..... R1G1B1<br>Cabinet Dimensions (HxW)..... 3 ft. 1 13/16 in. x 6 ft. 3 9/16 in.<br>Active Display Area (HxW)..... 3 ft. 1 13/16 in. x 6 ft. 3 9/16 in.<br>Est. Weight per Face..... 228.16 lbs.<br>Square Feet per Face..... 19.84<br>Service Access..... Front Service, Rear Service Available on Request <p><b>Display Capabilities</b></p> <hr/> Color Capability..... 281 Trillion Colors<br>Viewing Angle..... 160 Degrees Horizontal<br>Brightness..... >= 10,000 NITS <p><b>Electrical Specifications</b></p> <hr/> Max. Load 120..... 5.7 Amps per Face<br>Typical Load 120..... 1.7 Amps per Face <p>Max. Load 240..... 2.9 Amps per Face<br/>                     Typical Load 240..... 0.9 Amps per Face</p> <p>Default Input Voltage..... 120V AC<br/>                     Single Phase Input Power Only</p> <p><b>Warranty Coverages</b></p> <hr/> Parts Warranty Period..... 7 Years<br>On-Site Service Period..... 7 Years | 1 Each   |

**QUOTATION - QUO102898**

Valid for 60 Days

Date: 08-28-2019

Page: 2/4

Buyer: Schlosser Signs, Inc.

Project Reference: Town of Mead - 12mm RGB 80x160 DF 3' -2 x 6' -3.6

Opportunity Reference: Town of Mead

Sales Rep:

Quote Created: 08-28-2019

Quote Revised: 08-28-2019

**PRODUCT SPECIFICATIONS**

|   |  |        |
|---|--|--------|
| Item 2  | <p><b>Cellular Modem</b><br/>                 Cellular Modem for Vantage Data Plans<br/>                 This product has no data plans associated with it and must be combined with a data plan to be activated.<br/>                 Includes cellular modem, power supply and external antenna(s)</p> | 1 Each |
| <p>Please note due to variances in coverage by Carrier Network and other site specific conditions, Vantage LED cannot guarantee that this product package is suitable for all locations and may result in communications related issues. In the event that Carrier coverage is not sufficient for the final installation, alternate Carriers or Communications may be required and will incur any additional equipment or subscription fees.</p>  |  |        |
| Item 3  | <p><b>Lifetime AT&amp;T Data Plan</b><br/>                 Lifetime Data Plan on AT&amp;T Carrier Network.<br/>                 Plan includes 1 GB of data transfer per month.<br/>                 Data plan must be combined with a cellular modem device from Vantage LED.</p>                        | 1 Each |
| <p>Please note due to variances in coverage by AT&amp;T Carrier Network and other site specific conditions, Vantage LED cannot guarantee this product package is suitable for all locations and may result in communications related issues with the display. In the event that Carrier Network coverage or technology supported is not sufficient for the equipment or display location, alternate carriers or communications devices may be required and additional charges may be incurred.</p> <p>Data Package subject to the terms and conditions of the Vantage LED Cellular Data Packages Program, available upon request.</p> |  |        |
| Item 4  | <p><b>Light Sensor</b><br/>                 Provides automatic dimming of the LED display based on ambient light conditions.</p>   | 1 Each |
| Item 5  | <p><b>ADD: Input Voltage 120 Volt AC</b><br/>                 Produce display for input voltage of 120 Volts AC.</p>   | 1 Each |
| Item 6  | <p><b>Shipping &amp; Crating 0-24 Sq. Ft.</b></p>  | 1 Each |

**Additional Items Included**

This order will include, if SM Infinity is selected as the software package, a one (1) year pre-paid subscription to the SM Infinity Silver Package (500 points / month) at no additional cost.

Courtesy of Vantage LED, Make an Impact.

**Sales Representative Notes**

**Any agreements listed in Sales Representative Notes Section are not binding upon Vantage LED unless accepted by Vantage LED Management.**



## QUOTATION - QUO102898

Valid for 60 Days

Date: 08-28-2019

Page: 3/4

Buyer: Schlosser Signs, Inc.

Project Reference: Town of Mead - 12mm RGB 80x160 DF 3' -2 x 6' -3.6

Opportunity Reference: Town of Mead

Sales Rep:

Quote Created: 08-28-2019

Quote Revised: 08-28-2019

### Vantage LED Key Features

#### 7 Year Comprehensive Parts Warranty and 7 Year On-Site Parts Replacement Service

All FLEX-V LED Display models include Vantage's industry leading 7 Year Parts Limited Warranty and 7 Year On-Site Parts Replacement Service. If a component fails on your customer's display, both the parts and labor cost to replace the hardware will be covered. Our On-Site Parts Replacement Service is insured through a third party guarantor and is covered regardless of manufacturer's status.

#### Display Upgradability & Ultra Low Power

All the LED modules are universal in size making it easy to upgrade the display in the field to a higher resolution or from grayscale to full color. Plus, our LED modules require 70% less power than the leading manufacturers, and our power supplies are conformal-coated to protect against corrosion & oxidation.

#### SM Infinity Cloud Based Software

Available with all LED Displays, the SM Infinity software provides display owners with the freedom to completely control their LED display from anywhere, anytime, with their PC at the office, their Mac at home or their iPad on the go. Instead of software being loaded on their PC, cloud-based software resides on the internet. Just simply and securely login at [www.sminfinity.com](http://www.sminfinity.com) with your email address and password to start controlling your display and using the amazing features available.

#### Custom Message Creation Services

Every SM Infinity account has access to our team of professional designers. In four simple steps, users can request professional grade images and animations for their LED display. Our team of professional designers will take their ideas, photos, logos and other requests to create eye-catching images or animations specifically for their LED display. The new images or animations will be ready for review and approval within 1 to 2 business days and retained in the customer's Spectacular Library for use at anytime.

#### Automated Amber Alerts

Display owners can increase their communities awareness and help the local municipalities by electing to use the built-in iPAWS (Integrated Public Alert Warning System) feature of SM Infinity. Once enabled, the LED display will automatically include severe weather alerts, law enforcement messages, amber alerts, and Federal alerts when posted by FEMA for their area.

#### Multiple Permission Based Users

Display owners can delegate control of the LED Display by adding multiple users to their account. With multiple permission levels, each user can be assigned the level of control for the display that the owner is comfortable with, and those users can use the SM Infinity software either on-site or off-site with their own secure login.

#### Simple Online Message Editor

With Doodle, users can create and send custom messages fast, like a quick birthday announcement, an instant sale, welcome message for a important client, or announce newly arrived inventory. Create by picking background colors, images, videos, overlay text and send it instantly to your LED display, anytime, anywhere.

#### Message Content Backup

There is no software to load, no other PC to sync with, No CDs to keep track off, and no updates required. The latest version of SM Infinity is always online. Plus, all of the customer's content is organized securely online and backed up.

#### SM Infinity App

The SM infinity app is built to provide complete control of the LED display and fit naturally into your routine. No longer are users locked down to the office desktop, opening their laptop, or having to wait to update their schedule. All they have to do is grab their iPad and open up the app where ever they may be and have complete control of the LED display. The app also features **Voice Control**, no need to type a Graphic Request, simply press record and dictate your ideas for new messages directly to our team.

*All programs, services, and offerings subject to the individual terms and conditions of the program, service or offering. Complete details available upon request.*

**QUOTATION - QUO102898**

**Date: 08-28-2019**

Valid for 60 Days

Page: 4/4

**Buyer:** Schlosser Signs, Inc.

**Sales Rep:**

**Project Reference:** Town of Mead - 12mm RGB 80x160 DF 3' -2 x 6' -3.6

**Quote Created:** 08-28-2019

**Opportunity Reference:** Town of Mead

**Quote Revised:** 08-28-2019

**SM Infinity Packages Available**

**Monthly Base Points**

SM Infinity uses a point system to order custom designed content. Each Content Package has a set amount of Base Points that renew every month. There is no rollover.

**LED DISPLAYS:** Images are 50 points and Animations up to 8 seconds are 100 points.

**HD DIGITAL DISPLAYS:** Images are 100 points and Animations up to 8 seconds are 200 points.

**Infinity Points**

Infinity Points are extra points that can be purchased. Infinity points never expire or renew. Infinity Points can be used to order custom content whenever needed.

**Lite Package**

0 Base Points  
 Integrated with IPAWS  
 (Amber Alerts)  
 SM Infinity iPad App  
 DOODLE Online Editor  
 No Subscription Fees

**Copper Package**

150 Base Points  
 Integrated with IPAWS  
 (Amber Alerts)  
 SM Infinity iPad App  
 DOODLE Online Editor  
 Subscription Fees Apply

**Silver Package**

500 Monthly Base Points  
 Integrated with IPAWS  
 (Amber Alerts)  
 SM Infinity iPad App  
 DOODLE Online Editor  
 Subscription Fees Apply

**Gold Package**

1,200 Monthly Base Points  
 Integrated with IPAWS  
 (Amber Alerts)  
 SM Infinity iPad App  
 DOODLE Online Editor  
 Priority Service  
 Subscription Fees Apply

**Platinum Package**

2,000 Base Points  
 Integrated with IPAWS  
 (Amber Alerts)  
 SM Infinity iPad App  
 DOODLE Online Editor  
 Priority Service  
 Reporting  
 Subscription Fees Apply

*Orders placed with SM Infinity selected as the software package will receive the Lite Package, unless otherwise specified in the order. Any orders that include a limited time upgrade to a higher level package will revert to the Lite Package upon renewal date unless customer selects to upgrade to a higher level package. Displays with SM Infinity will be required to access the Internet to contact Spectacular Media Servers. Complete Terms of Use and package definitions for SM Infinity are available upon request.*

**On-Site Parts Replacement Service**

For displays requiring warranty hardware replacement during the on-site service period, the following requirements must be met before a technician is dispatched to the location.

- Completed Warranty registration documentation from has been submitted and validated by Vantage LED USA

- A Vantage LED USA support technician determines through troubleshooting with customer or dealer representative that hardware replacement is required for the display to resolve a issue covered under the terms of the Limited Warranty.

Complete Limited Warranty Statements and On-Site Labor Addendums are available upon request.

## SIGN SPECIFICATIONS

- A** ALUMINUM CONSTRUCTED CABINET FOR HOUSING OF ELECTRONIC MESSAGE UNIT
- B** 16MM FULL COLOR ELECTRONIC MESSAGE UNIT; WIRELESS MODEM COMMUNICATION.
- C** 4" DEEP, ALUMINUM CONSTRUCTED CABINET WITH ROUTED AND PUSH-THRU GRAPHICS; ILLUMINATED WITH WHITE LED'S.
- D** ALUMINUM CONSTRUCTED TOP ACCENT CAP WITH WINDOW DECORATION FROM CUT OPAQUE FILM. AND TOP ACCENTS TO BE MASKED AND PAINTED DARKER ACCENT COLOR. (2) BANDS OF RGB LED NEON ACCENT LIGHTS TO WRAP ALL FOUR SIDES OF CAP STRUCTURE.
- E** STONE COLUMN AND BASE. LOWER PORTION AROUND BASE TO BE LEFT WITH HALLOW INTERIOR FOR PLANTER BED.



|           |                  |                      |                 |                       |
|-----------|------------------|----------------------|-----------------|-----------------------|
| <b>A1</b> | <b>SIGN TYPE</b> | MONUMENT ID WITH EMC | <b>SCALE</b>    | 1/2" = 1'-0"          |
|           | <b>QUANTITY</b>  | 1 D/F                | <b>JOB TYPE</b> | MANUFACTURE & INSTALL |



Phone 970-593-1334  
 Fax 970-593-0443  
 1-888-309-5571  
 3597 Draft Horse Ct  
 Loveland, CO 80538

**CLIENT:** TOWN OF MEAD  
**ADDRESS:** MEAD, CO

**SALES:** PATRICK SHERRY  
**DESIGNER:** J. VALASEK

**CUSTOMER APPROVAL:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

Rev. #1:  
 Rev. #2:  
 Rev. #3:  
 Rev. #4:  
 Rev. #5:

**DESIGN #** 19833    **REF. DATE** 1010

**PAGE #** 1 **OF** 2



ANY ELECTRICAL SIGNS DEPICTED ON DRAWINGS ABOVE ARE INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL SIGN CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN. THE LOCATION OF THE DISCONNECT SWITCH AFTER INSTALLATION SHALL COMPLY WITH ARTICLE 600.6(A) (1) OF THE NATIONAL ELECTRIC SIGN CODE.



THIS DESIGN IS THE EXCLUSIVE PROPERTY OF SCHLOSSER SIGNS, INC. DISTRIBUTION OF THIS DESIGN TO ANYONE OTHER THAN EMPLOYEES OF YOUR COMPANY FOR THE USE OF ANY GRAPHICS OR THE CONSTRUCTION OF THE SIGN SIMILAR TO THE ONE EMBODIED IS STRICTLY FORBIDDEN. IN THE EVENT THAT SUCH AN EXHIBITION OCCURS, WITHOUT PRIOR WRITTEN CONSENT OF SCHLOSSER SIGNS, INC., SCHLOSSER SIGNS, INC. EXPECTS TO BE REIMBURSED UP TO \$5000 PER SHEET AS COMPENSATION FOR THE TIME AND EFFORT ENTAILED IN CREATING THE ABOVE DESIGNS.



ALL ILLUMINATED DISPLAYS SHOWN IN THIS DESIGN ARE BUILT TO 120 VOLT SPECIFICATIONS UNLESS OTHERWISE NOTED.





ILLUMINATED RENDERING OPTION: SHOWING COLUMN ACCENT LIGHTS FOR BREAST CANCER AWARENESS



ILLUMINATED RENDERING OPTION: SHOWING COLUMN ACCENT LIGHTS WITH TOWN OF MEAD TEAL COLORING.



PLACEMENT RENDERING - SHOWING COLUMN AWAY FROM ROAD



Phone 970-593-1334  
 Fax 970-593-0443  
 1-888-309-5571  
 3597 Draft Horse Ct  
 Loveland, CO 80538

CLIENT: TOWN OF MEAD  
 ADDRESS: MEAD, CO

SALES: PATRICK SHERRY  
 DESIGNER: J. VALASEK

CUSTOMER APPROVAL: \_\_\_\_\_

DATE: \_\_\_\_\_

Rev. #1:  
 Rev. #2:  
 Rev. #3:  
 Rev. #4:  
 Rev. #5:

|          |           |
|----------|-----------|
| DESIGN # | REF. DATE |
| 19833    | 1010      |

PAGE # **2** OF **2**



ANY ELECTRICAL SIGNS DEPICTED ON DRAWINGS ABOVE ARE INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL SIGN CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN. THE LOCATION OF THE DISCONNECT SWITCH AFTER INSTALLATION SHALL COMPLY WITH ARTICLE 600.6(A) (1) OF THE NATIONAL ELECTRIC SIGN CODE.



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ALL ILLUMINATED DISPLAYS SHOWN IN THIS DESIGN ARE BUILT TO 120 VOLT SPECIFICATIONS UNLESS OTHERWISE NOTED.





## Board of Trustees – Agenda Item Summary

MEETING DATE: January 13, 2020

SUBJECT: Ames Park Master Plan (DRAFT)

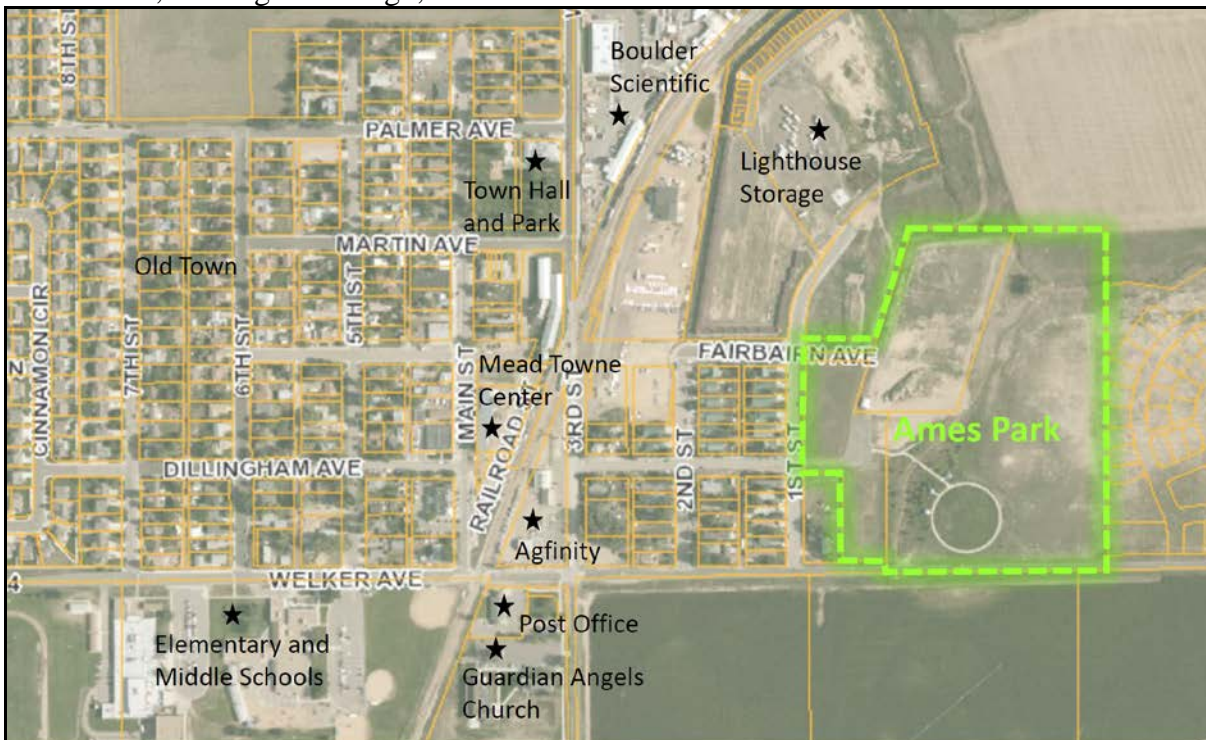
PRESENTED BY: Chris Kennedy, Planning Director/PROS Committee Liaison  
Carter Marshall, Design Concepts (park design contractor)

ATTACHMENTS: Resolution No. 06-R-2020  
Planning Process Timeline  
Master Plan, Options No. 1 and No. 2  
Cost Estimates

### SUMMARY

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This is a request for the Board of Trustees to consider the attached draft of the Ames Park Master Plan (Plan). The Plan draws on public opinion data taken from surveys and community meetings to identify desired activities and improvements and provide possible development scenarios for the park. It is important to note that this document is a planning tool that will require additional prioritization, funding and design, all of which the Board will oversee.





## **SITE BACKGROUND**

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The Ames Park property consists of three separate parcels totaling approximately 22 acres. A portion of the property (5 acres) was previously used by the Town in its operations as a sewer provider. The Town acquired the remaining 17.23 acres from adjacent property owner CJK Ranch in 1999 (14.56 acres) and 2006 (2.67 acres). The site has generally high groundwater and is bisected by an irrigation ditch and North Creek.

Some improvements, including the pedestrian bridge, sledding hill, walking circle and shade structures have been installed over time and some trees have been planted, but the site remains largely undeveloped. A small skate-park facility once existed on the site but was removed due to structural deterioration and subsequent safety issues and never replaced. The location of the property has long been considered desirable for a small recreation center, but suitability of the soils on the site to support construction of a building had not been adequately investigated.

In conjunction with and in support of the master plan process, staff contracted with consultants to have the following work performed: 1) site survey; 2) geotechnical survey/ground water analysis; and 3) phase 1 environmental assessment. Based on the information that resulted from this work, Design Concepts and Town staff determined preliminarily that the site is fit to support park improvements and construction of recreation/library facilities.

## **PUBLIC OUTREACH**

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The topic of Ames Park's development came up repeatedly in discussions during the recent comprehensive planning process (2017-2018) and various ideas were presented during Board meetings, PROS Committee meetings and in other forums over the last several years. As a result, in December of 2017, the Board of Trustees directed staff to contract with a design firm to create a master plan for the park. Design Concepts (DC), an award-winning landscape architecture firm, created the attached Plan through an extensive process (See Attachment 1. for more info), which included the following:

- Community Day Booth (public input and survey kick-off) – September 8, 2018
- Community Survey (input opportunity on Town website) – September 8 – October 3, 2018
- Public Meeting No.1 (public input and discussion) – October 2, 2018
- Public Meeting No.2 (reveal concept plans and take input) – December 5, 2018
- Public Meeting No.3 (focus on skate park) – January 23, 2019
- Staff meetings with Library District (establish footprint of facility) – spring-summer 2019
- PROS Committee meeting (specific input on concept plan) – September 17, 2019

Discussions with the public and analysis of survey results indicate a desire for a variety of different activities appealing largely to older children and active adults, and has yielded the following conclusions, which have influenced Plan design:



1. The vast majority (68.82%) of those surveyed said they visit Ames Park “Seldom or never”;
2. When asked why they “Seldom or never” visit Ames Park, 68.27% of those surveyed said it is because there is either nothing to do there or not enough to do to make it worth the trip;
3. When asked what existing activities do bring people to Ames Park, the most common responses were Disc Golf (66.04%) and sledding (23.68%); and
4. When asked what new activities/improvements should be added to Ames Park, common responses included: Upgraded disc golf facilities (31.4%); Trees/Shade/Landscaping (15.5%); Splash pad/water park/pool (10.8%); Skate/bike park (10.1%); Dog Park (8%); better accessibility/paths/trails (7.4%).

NOTE: Survey results may be found here: [Initial Survey](#)

## **PARK DESIGN**

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In response to the survey results summarized above, the Plan has been designed to include an upgraded disc golf course, combination amphitheater/sledding hill, skate park and pump track, loop trails, bike course and splash pad feature. The Plan also dedicates space to other common amenities, such as playground areas, half-court basketball, all-purpose turf areas, and sheltered plazas with restroom facilities. The ongoing community center/library project anchors the Plan in the southeast corner and the potential future field house/recreation facility is also shown.

Two versions of the Plan (Options 1 and 2 – attached) contemplate alternative development scenarios which include optional features such as a dog park and youth ball field. The demand for such facilities can be evaluated in the future and the Board can direct staff to take action as appropriate.

Staff has worked diligently with Design Concepts to incorporate the wishes of the community into a viable set of concepts. It is important to note that the Plan is a “master plan,” meaning that prioritization, funding acquisition and engineering work will be required before construction can occur. Master plans are often used as a basis for grant applications and are subject to change, as needed. The Board of Trustees may change the Plan and/or decide how the proposed improvements should be prioritized as it sees fit.

## **COST ESTIMATES**

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As a part of its scope of work for the development of the Plan, Design Concepts has prepared estimates of various costs related to implementation (see attached). Estimates for costs related to the construction of the library/community center or field house/recreation facility are not included. It is important to note that these estimates only approximate likely costs in today’s dollars. These estimates also include contingency funds, so actual costs could be less substantial, depending upon circumstances at the time of development.



## **STAFF RECOMMENDATION/ACTION REQUIRED**

Staff believes that the Plan provides a range of activities for a variety of users and incorporates elements requested by the community through public meetings and surveys. Staff recommends that Board of Trustees approve the Ames Park Master Park Plan.

Suggested Motion:

“I MOVE TO APPROVE RESOLUTION NO. 06-R-2020: A RESOLUTION OF THE TOWN OF MEAD, COLORADO, ADOPTING THE AMES PARK MASTER PARK PLAN.”





## **ATTACHMENT 1: PLANNING PROCESS TIMELINE**

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### Summer 2018

At the direction of the Board of Trustees, after a public bid process, the Town contracted with Design Concepts, an award-winning landscape architecture firm, to develop master plans for Ames Park and Highland Lake Park. The PROS Committee Chair (at that time) assisted in the selection process.

### August 21, 2018 – PROS Committee Meeting

Upon selection, Design Concepts staff was introduced to, and took general input from, the PROS Committee at its August 21, 2018 meeting regarding the two sites.

### September 8 – October 3, 2018 – Public Outreach

Design Concepts commenced the planning process with a booth at the Mead Community Day Sugar Beet Festival (September 8, 2018) and an online survey that was open from September 8 through October 3, 2018 on the Town's website. A total of 192 people responded to the survey (see attached results), which was shared with the Board of Trustees and PROS Committee.

### September 18, 2018 – PROS Committee Meeting

Project discussion was scheduled for the September 18, 2018 PROS meeting, which was cancelled, due to lack of quorum.

### October 2, 2018 – Public Meeting

Once the survey results were compiled, staff from Design Concepts and the Town held a public meeting to share the results and take additional input on what residents would like to see in Ames and Highland Lake Parks. The meeting was held at Town Hall on October 2, 2018 from 5 to 7 p.m. with approximately 25 people in attendance, including members of the Board of Trustees and PROS Committee. Town staff posted the results of the survey on the website and shared them directly with the PROS Committee. Feedback about Highland Lake Park focused on a desire for more improvements and activities (see attached survey results).

### October 16, 2018 – PROS Committee Meeting

PROS then discussed the results of the meeting and survey at the October 16, 2018 meeting. Staff indicated that Design Concepts would present concept plans for each site at a December public meeting.

### December 5, 2018 – Public Meeting

Design Concepts staff incorporated the input they received at the public meeting and through the survey into concept plans for each park. The concept plans were revealed and discussed at a public meeting on December 5, 2018. Approximately 20 members of the public attended the meeting at Town Hall, including members of the Board of Trustees and PROS Committee.



Attendees had the option to provide verbal input at the meeting or online via another survey (see attached results).

#### December 18, 2018 – PROS Committee Meeting

Design Concepts and Town staff presented the concept plans (including Ames Park) to the PROS Committee for review and comment. PROS' feedback was minimal, but largely positive and was incorporated into the draft plans.

#### January-March 2019

The master-planning process was put on a brief hold in early 2019. During this timeframe, staff held a public meeting (January 23, 2019) to gather input on the skate and bike facilities proposed for Ames Park. Staff also contracted with an architect to develop a concept plan for a recreation/community center in Ames Park, while working with the High Plains Library District to assess the possibility of also incorporating a library into that facility. No significant discussion on the Plan was conducted at the January 22, 2019 PROS Meeting.

#### February 26, 2019 – PROS Committee Meeting

While the initial strategy was to process both master plans (Ames and Highland Lake Parks) simultaneously, staff opted to separate the two planning efforts and move forward with the approval process for the Highland Lake plan independently. Staff explained the delay related to the Ames Park and community center projects, and the decision to separate the Highland Lake plan for independent review.

#### Spring-Summer 2019 – Staff Work

Town staff worked with representatives of the High Plains Library District during this time to establish general square-footage needs for a combined library and community center facility and corresponding footprint. Once that information was available, staff shared it with Design Concepts for use in the completion of the DRAFT master plan for Ames Park.

#### September 17, 2019 – PROS Committee Meeting

After a long delay related to planning work for the proposed library/community center in Ames Park, staff re-opened discussions on the matter and took input from the committee on the existing Ames Park concept plan completed by Design Concepts. Staff then forwarded that information to Design Concepts staff for incorporation into the DRAFT master plan.

**TOWN OF MEAD, COLORADO  
RESOLUTION NO. 06-R-2020**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO,  
ADOPTING THE AMES PARK MASTER PARK PLAN**

**WHEREAS**, the Town of Mead (“Town”) previously issued a request for proposals (“RFP”) seeking firms qualified to provide master planning services for two Town parks, specifically Ames Park and the Highland Lake Recreation Area; and

**WHEREAS**, by Resolution No. 78-R-2018, the Board of Trustees awarded the park master planning services to BISHOP AND LAYTON DESIGN, INC. DBA Design Concepts Community and Landscape Architects, Inc. (“Design Concepts”); and

**WHEREAS**, the Town, with the assistance of Design Concepts and its subconsultants, has finalized the Ames Park Master Park Plan (the “Master Plan”); and

**WHEREAS**, after consideration of all public and professional input, including input of Design Concepts and Town Staff, the Board of Trustees desires to adopt the Master Plan, as presented and attached to this Resolution as ATTACHMENT A.

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

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

**Section 2.** The Board of Trustees hereby adopts the Ames Park Master Park Plan, attached hereto and incorporated herein by reference, including all attachments and appendices thereto, and directs Town Staff to begin implementation of the Master Plan’s phases.

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

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

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

**INTRODUCED, READ, PASSED, AND ADOPTED THIS 13TH DAY OF JANUARY, 2020.**

**ATTEST:**

**TOWN OF MEAD**

By: \_\_\_\_\_  
Mary E. Strutt, MMC, Town Clerk

By: \_\_\_\_\_  
Colleen G. Whitlow, Mayor



**ATTACHMENT A**

**AMES PARK MASTER PARK PLAN**

*[Attached.]*





**AMES PARK MASTER PLAN: OPTION 1**

December 2019





**AMES PARK MASTER PLAN: OPTION 2**

December 2019





Ames Park Master Plan  
Option 1

December 20, 2019

| ITEM                                | QTY    | UNIT | UNIT COST       | TOTAL COST          |
|-------------------------------------|--------|------|-----------------|---------------------|
| <b>GENERAL SITEWORK</b>             |        |      |                 |                     |
| Demolition                          | 1      | LS   | \$5,000.00      | \$5,000.00          |
| Clear and Grub                      | 20     | AC   | \$3,000.00      | \$60,000.00         |
| Strip, Stockpile, and Place Topsoil | 20     | AC   | \$1,800.00      | \$36,000.00         |
| Cut, Fill, Compact onsite material  | 50,000 | CY   | \$3.50          | \$175,000.00        |
| Import Common Fill                  | 3,500  | CY   | \$35.00         | \$122,500.00        |
| Fine Grading                        | 1      | LS   | \$50,000.00     | \$50,000.00         |
| Sanitary Sewer                      | 1      | LS   | \$35,000.00     | \$35,000.00         |
| Water Utilities                     | 1      | LS   | \$110,000.00    | \$110,000.00        |
| Site Drainage                       |        |      |                 |                     |
| Storm Utilitles                     | 1      | LS   | \$125,000.00    | \$125,000.00        |
| Buried Storm Pipe (36")             | 1      | LS   | \$100,000.00    | \$100,000.00        |
| Erosion Control                     | 1      | LS   | \$50,000.00     | \$50,000.00         |
|                                     |        |      | <b>SUBTOTAL</b> | <b>\$868,500.00</b> |
| <b>SITE IMPROVEMENTS</b>            |        |      |                 |                     |
| Drop-Off & Food Truck Area          |        |      |                 |                     |
| Concrete Plaza                      | 3,600  | SF   | \$12.00         | \$43,200.00         |
| Electical Hook-ups                  | 1      | LS   | \$10,000.00     | \$10,000.00         |
| Seat Boulders                       | 15     | EA   | \$800.00        | \$12,000.00         |
| Youth Ballfield                     |        |      |                 |                     |
| Backstop                            | 1      | EA   | \$50,000.00     | \$50,000.00         |
| Dugout Roof                         | 2      | EA   | \$30,000.00     | \$60,000.00         |
| Player Benches                      | 2      | EA   | \$1,200.00      | \$2,400.00          |
| Bases                               | 2      | SET  | \$2,500.00      | \$5,000.00          |
| Foul Poles                          | 2      | SET  | \$3,500.00      | \$7,000.00          |
| 6' Ht. Chain Link Fence             | 2,100  | LF   | \$30.00         | \$63,000.00         |
| Yellow Safety Fence Cap             | 1,080  | LF   | \$5.00          | \$5,400.00          |
| Gate - 4'w                          | 5      | EA   | \$500.00        | \$2,500.00          |
| Gate - 8'hx10'x (Double Swing)      | 3      | EA   | \$1,250.00      | \$3,750.00          |
| 12" Mowband at Fence                | 2,100  | LF   | \$15.00         | \$31,500.00         |
| Infield Mix                         | 36,000 | SF   | \$1.50          | \$54,000.00         |
| Soil Prep and Sod                   | 30,000 | SF   | \$0.70          | \$21,000.00         |
| Bleachers - 5 Rows - 10' x 30'      | 2      | EA   | \$7,500.00      | \$15,000.00         |



| ITEM                                     | QTY     | UNIT | UNIT COST       | TOTAL COST            |
|--|---------|------|-----------------|-----------------------|
| <b>Storage &amp; Stage</b>               |         |      |                 |                       |
| Storage Building                         | 1       | LS   | \$100,000.00    | \$100,000.00          |
| Stage                                    |         |      |                 |                       |
| Concrete Platform                        | 1       | LS   | \$40,000.00     | \$40,000.00           |
| Pavilion                                 | 1       | LS   | \$75,000.00     | \$75,000.00           |
| <b>Future Trail Connection</b>           |         |      |                 |                       |
| Signage                                  | 1       | LS   | \$400.00        | \$400.00              |
| Loop Trails                              | 1       | LS   |                 | \$0.00                |
| <b>Lawn Amphitheater + Sledding Hill</b> |         |      |                 |                       |
| Soil Prep and Sod                        | 55,000  | SF   | \$0.70          | \$38,500.00           |
| <b>Shelter Village w/ Restroom</b>       |         |      |                 |                       |
| Restroom/Shelter Building                | 1       | EA   | \$275,000.00    | \$275,000.00          |
| 20x25 Shade Shelter                      | 1       | LS   | \$25,000.00     | \$25,000.00           |
| 15x15 Shade Shelter                      | 1       | LS   | \$17,000.00     | \$17,000.00           |
| Fire Pit                                 | 1       | LS   | \$5,000.00      | \$5,000.00            |
| Picnic Tables                            | 8       | EA   | \$1,250.00      | \$10,000.00           |
| Benches                                  | 3       | EA   | \$700.00        | \$2,100.00            |
| Seat Boulders                            | 10      | EA   | \$800.00        | \$8,000.00            |
| Trash Receptacles                        | 2       | EA   | \$1,150.00      | \$2,300.00            |
| Splash Pad                               | 1       | LS   | \$350,000.00    | \$350,000.00          |
| Community Playground                     | 1       | LS   | \$325,000.00    | \$325,000.00          |
| Nature Play                              | 1       | LS   | \$40,000.00     | \$40,000.00           |
| Recreation Facility - BY OWNER           | 1       | LS   | \$0.00          | \$0.00                |
| Half-Court Basketball                    | 1       | LS   | \$25,000.00     | \$25,000.00           |
| Asphalt Pump Track                       | 1       | LS   | \$250,000.00    | \$250,000.00          |
| Skate Park                               | 1       | LS   | \$400,000.00    | \$400,000.00          |
| Streetscape                              | 1       | LS   | \$100,000.00    | \$100,000.00          |
| Dry Creek Bed                            | 150     | CY   | \$300.00        | \$45,000.00           |
| <b>Hammock And Slackline 'Forest'</b>    |         |      |                 |                       |
| Posts                                    | 12      | EA   | \$250.00        | \$3,000.00            |
| Hammock                                  | 4       | EA   | \$600.00        | \$2,400.00            |
| <b>9-Hole Disc Golf</b>                  |         |      |                 |                       |
| Tee Pads                                 | 9       | EA   | \$600.00        | \$5,400.00            |
| Baskets                                  | 9       | EA   | \$1,000.00      | \$9,000.00            |
| Course Signage                           | 9       | EA   | \$300.00        | \$2,700.00            |
| <b>Open Turf</b>                         |         |      |                 |                       |
| Soil Prep and Sod                        | 110,000 | SF   | \$0.70          | \$77,000.00           |
| Ballfield Backstop                       | 1       | LS   | \$7,500.00      | \$7,500.00            |
|  |         |      | <b>SUBTOTAL</b> | <b>\$2,626,050.00</b> |
| <b>CIRCULATION &amp; SURFACING</b>       |         |      |                 |                       |
| <b>Parking (East/80 Stalls)</b>          |         |      |                 |                       |
| Asphalt, Curb+Gutter, Ramps, Striping    | 80      | EA   | \$3,000.00      | \$240,000.00          |
| <b>Parking (East/60 Stalls)</b>          |         |      |                 |                       |
| Asphalt, Curb+Gutter, Ramps, Striping    | 60      | EA   | \$3,000.00      | \$180,000.00          |
| <b>Parking (West/90 Stalls)</b>          |         |      |                 |                       |
| Asphalt, Curb+Gutter, Ramps, Striping    | 90      | EA   | \$3,000.00      | \$270,000.00          |

| ITEM                                   | QTY     | UNIT | UNIT COST       | TOTAL COST            |
|--|---------|------|-----------------|-----------------------|
| Concrete 4" Depth - Paths              | 55,000  | SF   | \$8.00          | \$440,000.00          |
| Concrete 4" Depth - Plazas             | 40,000  | SF   | \$8.00          | \$320,000.00          |
| Sandstone Paving                       | 500     | SF   | \$12.00         | \$6,000.00            |
| Stabilized Crusher Fines               | 1,000   | EA   | \$3.45          | \$3,450.00            |
|  |         |      | <b>SUBTOTAL</b> | <b>\$1,459,450.00</b> |
| <b>LANDSCAPE</b>                       |         |      |                 |                       |
| Trees - 2.5" Caliper                   | 238     | EA   | \$600.00        | \$142,800.00          |
| Shrubs - #5 Container                  | 476     | EA   | \$50.00         | \$23,800.00           |
| Perennials - #1 Container              | 952     | EA   | \$15.00         | \$14,280.00           |
| Soil Prep and Sod - 1 AC               | 47,560  | SF   | \$0.70          | \$33,292.00           |
| Soil Prep and Native Seed - 5 AC       | 237,800 | SF   | \$0.40          | \$95,120.00           |
| Irrigation - Sod - 1 AC                | 47,560  | SF   | \$1.50          | \$71,340.00           |
| Irrigation - Native Seed - 5 AC        | 237,800 | SF   | \$1.00          | \$237,800.00          |
| Irrigation Controller                  | 1       | LS   | \$5,000.00      | \$5,000.00            |
| Backflow Preventer                     | 1       | LS   | \$5,000.00      | \$5,000.00            |
| Landscape Boulders                     | 50      | EA   | \$400.00        | \$20,000.00           |
|  |         |      | <b>SUBTOTAL</b> | <b>\$648,432.00</b>   |
| <b>CONSTRUCTION SUBTOTAL: OPTION 1</b> |         |      |                 | <b>\$5,602,432.00</b> |
| <b>Design Contingency</b>              | 10%     |      |                 | <b>\$560,243.20</b>   |
| <b>Construction Surveying</b>          | 1%      |      |                 | <b>\$56,024.32</b>    |
| <b>Bonding and Mobilization</b>        | 8%      |      |                 | <b>\$448,194.56</b>   |
| <b>Construction Contingency</b>        | 25%     |      |                 | <b>\$1,400,608.00</b> |
| <b>CONSTRUCTION TOTAL: OPTION 1</b>    |         |      |                 | <b>\$8,067,502.08</b> |



Ames Park Master Plan  
Option 2

December 20, 2019

| ITEM                                | QTY    | UNIT | UNIT COST       | TOTAL COST          |
|-------------------------------------|--------|------|-----------------|---------------------|
| <b>GENERAL SITEWORK</b>             |        |      |                 |                     |
| Demolition                          | 1      | LS   | \$5,000.00      | \$5,000.00          |
| Clear and Grub                      | 20     | AC   | \$3,000.00      | \$60,000.00         |
| Strip, Stockpile, and Place Topsoil | 20     | AC   | \$1,800.00      | \$36,000.00         |
| Cut, Fill, Compact onsite material  | 50,000 | CY   | \$3.50          | \$175,000.00        |
| Import Common Fill                  | 3,500  | CY   | \$35.00         | \$122,500.00        |
| Fine Grading                        | 1      | LS   | \$50,000.00     | \$50,000.00         |
| Sanitary Sewer                      | 1      | LS   | \$35,000.00     | \$35,000.00         |
| Water Utilities                     | 1      | LS   | \$110,000.00    | \$110,000.00        |
| Site Drainage                       |        |      |                 |                     |
| Storm Utilitles                     | 1      | LS   | \$125,000.00    | \$125,000.00        |
| Buried Storm Pipe (36")             | 1      | LS   | \$100,000.00    | \$100,000.00        |
| Erosion Control                     | 1      | LS   | \$50,000.00     | \$50,000.00         |
|                                     |        |      | <b>SUBTOTAL</b> | <b>\$868,500.00</b> |
| <b>SITE IMPROVEMENTS</b>            |        |      |                 |                     |
| Drop-Off & Food Truck Area          |        |      |                 |                     |
| Concrete Plaza                      | 3,600  | SF   | \$12.00         | \$43,200.00         |
| Electical Hook-ups                  | 1      | LS   | \$10,000.00     | \$10,000.00         |
| Seat Boulders                       | 15     | EA   | \$800.00        | \$12,000.00         |
| Dog Park                            | 1      | LS   | \$40,000.00     | \$40,000.00         |
| Storage & Stage                     |        |      |                 |                     |
| Storage Building                    | 1      | LS   | \$100,000.00    | \$100,000.00        |
| Stage                               |        |      |                 |                     |
| Concrete Platform                   | 1      | LS   | \$40,000.00     | \$40,000.00         |
| Pavilion                            | 1      | LS   | \$75,000.00     | \$75,000.00         |
| Future Trail Connection             |        |      |                 |                     |
| Signage                             | 1      | LS   | \$400.00        | \$400.00            |
| Loop Trails                         | 1      | LS   |                 | \$0.00              |
| Lawn Amphitheater + Sledding Hill   |        |      |                 |                     |
| Soil Prep and Sod                   | 55,000 | SF   | \$0.70          | \$38,500.00         |
| Shelter Village w/ Restroom         |        |      |                 |                     |
| Restroom/Shelter Building           | 1      | EA   | \$275,000.00    | \$275,000.00        |
| 20x25 Shade Shelter                 | 1      | LS   | \$25,000.00     | \$25,000.00         |
| 15x15 Shade Shelter                 | 1      | LS   | \$17,000.00     | \$17,000.00         |
| Fire Pit                            | 1      | LS   | \$5,000.00      | \$5,000.00          |

| ITEM                                  | QTY     | UNIT | UNIT COST       | TOTAL COST            |
|---------------------------------------|---------|------|-----------------|-----------------------|
| Picnic Tables                         | 8       | EA   | \$1,250.00      | \$10,000.00           |
| Benches                               | 3       | EA   | \$700.00        | \$2,100.00            |
| Seat Boulders                         | 10      | EA   | \$800.00        | \$8,000.00            |
| Trash Receptacles                     | 2       | EA   | \$1,150.00      | \$2,300.00            |
| Splash Pad                            | 1       | LS   | \$350,000.00    | \$350,000.00          |
| Community Playground                  | 1       | LS   | \$325,000.00    | \$325,000.00          |
| Nature Play                           | 1       | LS   | \$40,000.00     | \$40,000.00           |
| Half-Court Basketball                 | 1       | LS   | \$25,000.00     | \$25,000.00           |
| Asphalt Pump Track                    | 1       | LS   | \$250,000.00    | \$250,000.00          |
| Skate Park                            | 1       | LS   | \$400,000.00    | \$400,000.00          |
| Streetscape                           | 1       | LS   | \$100,000.00    | \$100,000.00          |
| Dry Creek Bed                         | 150     | CY   | \$300.00        | \$45,000.00           |
| <b>Hammock And Slackline 'Forest'</b> |         |      |                 |                       |
| Posts                                 | 12      | EA   | \$250.00        | \$3,000.00            |
| Hammock                               | 4       | EA   | \$600.00        | \$2,400.00            |
| <b>6-Hole Disc Golf</b>               |         |      |                 |                       |
| Tee Pads                              | 6       | EA   | \$600.00        | \$3,600.00            |
| Baskets                               | 6       | EA   | \$1,000.00      | \$6,000.00            |
| Course Signage                        | 6       | EA   | \$300.00        | \$1,800.00            |
| <b>Open Turf</b>                      |         |      |                 |                       |
| Soil Prep and Sod                     | 110,000 | SF   | \$0.70          | \$77,000.00           |
| Ballfield Backstop                    | 1       | LS   | \$7,500.00      | \$7,500.00            |
|                                       |         |      | <b>SUBTOTAL</b> | <b>\$2,339,800.00</b> |
| <b>CIRCULATION &amp; SURFACING</b>    |         |      |                 |                       |
| <b>Parking (East/80 Stalls)</b>       |         |      |                 |                       |
| Asphalt, Curb+Gutter, Ramps, Striping | 80      | EA   | \$3,000.00      | \$240,000.00          |
| <b>Parking (East/60 Stalls)</b>       |         |      |                 |                       |
| Asphalt, Curb+Gutter, Ramps, Striping | 60      | EA   | \$3,000.00      | \$180,000.00          |
| <b>Parking (West/90 Stalls)</b>       |         |      |                 |                       |
| Asphalt, Curb+Gutter, Ramps, Striping | 90      | EA   | \$3,000.00      | \$270,000.00          |
| Concrete 4" Depth - Paths             | 55,000  | SF   | \$8.00          | \$440,000.00          |
| Concrete 4" Depth - Plazas            | 40,000  | SF   | \$8.00          | \$320,000.00          |
| Sandstone Paving                      | 500     | SF   | \$12.00         | \$6,000.00            |
| Stabilized Crusher Fines              | 1,000   | EA   | \$3.45          | \$3,450.00            |
|                                       |         |      | <b>SUBTOTAL</b> | <b>\$1,459,450.00</b> |
| <b>LANDSCAPE</b>                      |         |      |                 |                       |
| Trees - 2.5" Caliper                  | 255     | EA   | \$600.00        | \$153,000.00          |
| Shrubs - #5 Container                 | 510     | EA   | \$50.00         | \$25,500.00           |
| Perennials - #1 Container             | 1,020   | EA   | \$15.00         | \$15,300.00           |
| Soil Prep and Sod - 1 AC              | 47,560  | SF   | \$0.70          | \$33,292.00           |
| Soil Prep and Native Seed - 7 AC      | 332,920 | SF   | \$0.40          | \$133,168.00          |
| Irrigation - Sod - 1 AC               | 47,560  | SF   | \$1.50          | \$71,340.00           |
| Irrigation - Native Seed - 7 AC       | 332,920 | SF   | \$1.00          | \$332,920.00          |
| Irrigation Controller                 | 1       | LS   | \$5,000.00      | \$5,000.00            |
| Backflow Preventer                    | 1       | LS   | \$5,000.00      | \$5,000.00            |
| Landscape Boulders                    | 50      | EA   | \$400.00        | \$20,000.00           |
|                                       |         |      | <b>SUBTOTAL</b> | <b>\$794,520.00</b>   |



| ITEM                                   | QTY | UNIT | UNIT COST | TOTAL COST            |
|--|-----|------|-----------|-----------------------|
| <b>CONSTRUCTION SUBTOTAL: OPTION 2</b> |     |      |           | <b>\$5,462,270.00</b> |
| <b>Design Contingency</b>              | 10% |      |           | <b>\$546,227.00</b>   |
| <b>Construction Surveying</b>          | 1%  |      |           | <b>\$54,622.70</b>    |
| <b>Bonding and Mobilization</b>        | 8%  |      |           | <b>\$436,981.60</b>   |
| <b>Construction Contingency</b>        | 25% |      |           | <b>\$1,365,567.50</b> |
| <b>CONSTRUCTION TOTAL: OPTION 2</b>    |     |      |           | <b>\$7,865,668.80</b> |



MEETING DATE: January 13, 2020

SUBJECT: Resolution 07-R-2020 Crew Cab Pickup Purchase

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

### SUMMARY

Staff is requesting to purchase a 4-wheel drive crew cab pickup through National Auto Fleet Group under the Sourcewell contract. Staff believes the Chevrolet Colorado will best meet the needs of the Town, and is requesting to purchase the vehicle for \$29,704.11, which includes the Sourcewell discount (original price \$34,780.00).

As part of the Fleet Replacement Schedule, one older pickup (2004) will go to auction later this year to further offset this expense.

This purchase and subsequent sale maintain the pickup fleet total at 8. The vehicles range in age from 1994 to 2017. They serve multiple purposes, as they have different capabilities including a flat bed, dump bed, tommy lift, multiple snow plows and general all-purpose hauling and towing. Barring any major equipment failures, the next replacements for the older vehicles are scheduled for 2022.

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.

### FINANCIAL CONSIDERATIONS

The approved 2020 budget allocated \$35,000 (01-44-5500 Capital Outlay) to the purchase of a crew cab pickup. This request is for \$29,704.11.

One older pickup will go to auction later this year to further offset this expense.

### STAFF RECOMMENDATION/ACTION REQUIRED

Suggested Motion –

“I move to approve Resolution 07-R-2020, authorizing the purchase of a 2020 Chevrolet Colorado Crew Cab Pickup for an amount not to exceed \$29,704.11.”

ATTACHMENTS

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Resolution 07-R-2020

National Auto Fleet Group Quote



**TOWN OF MEAD, COLORADO  
RESOLUTION NO. 07-R-2020**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO,  
AUTHORIZING THE ACQUISITION OF A NEW PICKUP TRUCK FOR THE PUBLIC  
WORKS DEPARTMENT**

**WHEREAS**, the Town is statutorily authorized to procure and maintain equipment; and

**WHEREAS**, the Town obtained pricing for a new pickup truck from National Auto Fleet Group (“NAFG”) utilizing Sourcewell (formerly National Joint Powers Alliance) cooperative pricing, specifically Contract No. 120716-NAF; and

**WHEREAS**, Town Staff is recommending that the Board of Trustees authorize the Town to acquire a new 2020 Chevrolet Colorado 4WD Crew Cab, as more specifically described in the NAFG quote dated December 6, 2019, attached hereto and incorporated herein as **Exhibit 1** (the “Pickup Truck”); and

**WHEREAS**, the total purchase price for the Pickup Truck is Twenty-Nine Thousand Seven Hundred Four Dollars and Eleven Cents (\$29,704.11) (“Purchase Price”); and

**WHEREAS**, the Board of Trustees (“Board”) has appropriated sufficient funds in the 2020 budget for acquisition of the Pickup Truck; and

**WHEREAS**, the Board desires to authorize the Town Manager to effectuate acquisition of the Pickup Truck from NAFG, for an amount not to exceed the Purchase Price.

**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 authorizes the Town Manager to effectuate the acquisition of the Pickup Truck from NAFG for a price not to exceed the Purchase Price, which acquisition will be effectuated by purchase order or purchase and sale agreement. The Town Manager shall be authorized to execute the purchase order or purchase and sale agreement, following review and approval of the same by the Town Attorney.

**Section 2. Effective Date.** This Resolution shall be effective immediately upon adoption.

**Section 3. 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 4. Certification.** The Town Clerk shall certify to the passage of this Resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

**INTRODUCED, READ, PASSED, AND ADOPTED THIS 13TH DAY OF JANUARY, 2020.**

**ATTEST:**

**TOWN OF MEAD**

By: \_\_\_\_\_  
Mary E. Strutt, Town Clerk

By: \_\_\_\_\_  
Colleen G. Whitlow, Mayor

**Exhibit 1**

National Auto Fleet Group Quote (dated December 6, 2019)

[Attached.]





# National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

11/6/2019  
12/6/2019 Re-Configured

Quote ID: **21290 R3**

Order Cut Off Date: **TBA**

Erika Rasmussen  
Town of Mead  
Public Works

PO Box 626  
Town of Mead

Mead, Colorado, 80542

Dear Erika Rasmussen,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

**One (1) New/Unused (2020 Chevrolet Colorado (12M43) 4WD Crew Cab 128" Work Truck 5.1' Box, )** and delivered to your specified location, each for

|                | <b>One Unit</b> | <b>Est. Lease Per Unit To Own</b> |          |
|----------------|-----------------|-----------------------------------|----------|
| Contract Price | \$29,704.11     | 36 Months                         | \$900.03 |
| Tax (0.0000 %) | \$0.00          | 48 Months                         | \$686.17 |
| Tire fee       | \$0.00          | 60 Months                         | \$561.41 |
| Total          | \$29,704.11     |                                   |          |

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 120716-NAF to purchase or Sourcewell contract 032615-NCL to lease to own.** Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper  
Account Manager  
Email: Fleet@NationalAutoFleetGroup.com  
Office: (855) 289-6572  
Fax: (831) 480-8497



**GMC**



MEETING DATE: January 13, 2020

SUBJECT: Diesel Generator Purchase

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

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### SUMMARY

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Staff is requesting to purchase an 80 kW diesel-powered generator for backup power supply at the Town Public Works and Police facility located at 537 Main Street. In case of a power outage, it is essential that emergency services continue to function and utilize phone, computer and security services. This request is for \$31,519 for the equipment only. Installation will be completed under separate contract.

Wagner Power Systems is proposing to supply the generator utilizing the Sourcewell contract. 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.

### FINANCIAL CONSIDERATIONS

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The approved 2020 budget allocated \$40,000 in the Municipal Facilities Impact Fund (09-50-5500 Capital Outlay) to purchase and install the generator. This request is for \$31,519. Installation will be completed under separate contract.

### STAFF RECOMMENDATION/ACTION REQUIRED

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Staff recommends purchasing the diesel generator from Wagner Power Systems for \$31,519.

Suggested Motion –

“I move to approve Resolution 08-R-2020, authorizing the purchase of a diesel-powered generator from Wagner Power Systems in an amount not to exceed \$31,519.”

### ATTACHMENTS

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Resolution 08-R-2020

Wagner Power Systems Quote

**TOWN OF MEAD, COLORADO  
RESOLUTION NO. 08-R-2020**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO,  
AUTHORIZING THE ACQUISITION OF AN 80kW DIESEL POWERED GENERATOR  
FOR THE PUBLIC WORKS DEPARTMENT**

**WHEREAS**, the Town is statutorily authorized to procure and maintain equipment; and

**WHEREAS**, the Town obtained pricing for a new 80kW diesel powered generator from Wagner Power Systems (“WPS”) utilizing Sourcewell (formerly National Joint Powers Alliance) cooperative pricing, specifically Contract No. 120617-CAT; and

**WHEREAS**, Town Staff is recommending that the Board of Trustees authorize the Town to acquire a new 80kW diesel powered generator, as more specifically described in the WPS quote dated December 18, 2019, attached hereto and incorporated herein as **Exhibit 1** (the “Generator”); and

**WHEREAS**, the total purchase price for the Generator is Thirty-One Thousand Five Hundred Nineteen Dollars (\$31,519.00) (“Purchase Price”); and

**WHEREAS**, the Board of Trustees (“Board”) has appropriated sufficient funds in the 2020 budget for acquisition of the Generator; and

**WHEREAS**, the Board desires to authorize the Town Manager to effectuate acquisition of the Generator from WPS, for an amount not to exceed the Purchase Price.

**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 authorizes the Town Manager to effectuate the acquisition of the Generator from WPS for a price not to exceed the Purchase Price, which acquisition will be effectuated by purchase order or purchase and sale agreement. The Town Manager shall be authorized to execute the purchase order or purchase and sale agreement, following review and approval of the same by the Town Attorney.

**Section 2. Effective Date.** This Resolution shall be effective immediately upon adoption.

**Section 3. 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 4. Certification.** The Town Clerk shall certify to the passage of this Resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.



**INTRODUCED, READ, PASSED, AND ADOPTED THIS 13TH DAY OF JANUARY, 2020.**

**ATTEST:**

**TOWN OF MEAD**

By: \_\_\_\_\_  
Mary E. Strutt, MMC, Town Clerk

By: \_\_\_\_\_  
Colleen G. Whitlow, Mayor

**Exhibit 1**

Wagner Power Systems Quote (dated December 18, 2019)

[Attached.]

**Wagner Power Systems**18091 E. 22<sup>nd</sup> Avenue

Aurora, CO 80011

WagnerPower.com

720.281.1589

**Sourcewell Contract****Contract No: 120617-CAT**

12/18/2019

**Attn:** Bo Hurtado**Town of Mead**

441 Third Street

Mead, CO US 80542

(Work) 970.805.4183

(Cell) 720.291.1253

bhurtado@townofmead.org

**Quote: 30670846****Re: Town of Mead – 80kW Diesel Powered Generator Set in Weather Protective Enclosure with Sub Base Fuel Tank**

We are pleased to submit this quotation for the following quality equipment:

Model: C4.4PGABR

Quantity: 1

**Rating: 80kW**

Frequency: 60 Hz

Voltage: 240 V

**The following features will be included:**

| Quantity | Characteristic Name  | Feature Description  |
|----------|--|--|
| 1        | PGS EMISSION CERTIFICATION   | <b>EPA STATIONARY EMERGENCY</b><br>Meets USA Environmental Protection Agency (EPA).<br>Stationary Emergency Certifications for Stationary Use only during defined emergency conditions.  |
| 1        | VOLTAGE OPTION   | 60HZ 1PH 240/120V  |
| 1        | APPLICATION INDICATOR  | STANDBY POWER APPLICATION<br>Output available with varying load for duration of the interruption of the normal source power.   |
| 1        | ENGINE RATING  | <b>60 Hz, 80 kW</b>  |
| 1        | CONFIGURATION  | D80-4S 60HZ 240V   |
| 1        | UL LISTING   | <b>UL 2200 LISTED PACKAGE GEN SET</b>  |
| 1        | EXTENDED SERVICE COVERAGE<br><b>Sourcewell Contract Customer Upgrade<br/>4-YEAR PLATINUM ESC</b> | Standard Warranty – 2-YEAR<br><b>Sourcewell Contract Customers receive a FREE upgraded Warranty to the 4-YEAR PLATINUM EXTENDED SERVICE COVERAGE (ESC)</b>   |
| 1        | MARKET SEGMENT CODES   | GENERAL EPG<br>All engines and generator sets utilized in the generation of electrical power for general residential, commercial, utility, construction and communications, commercial and residential building, agricultural, construction, mining, manufacturing, public and civil services. |
| 1        | SUB-MARKET SEGMENT CODES   | PUBLIC OR CIVIL SERVICES   |
| 1        | MARKET WORK CODE   | EMERGENCY STANDBY POWER  |
| 1        | ALTERNATOR   | LCB3114D 60Hz PH1 ALT 04<br>SE, Single Phase LC Generator frame:<br>These compact & rigid alternators provide superior thermal life with H class insulation, high efficiency and improved motor starting capacity.<br>Temp rise of 130 Deg C (266 Deg F)                                       |
| 1        | VOLTAGE REGULATOR  | INTEGRATED VOLTAGE REGULATOR<br>The Integrated Voltage Regulator (IVR) is designed to provide robust, precise closed-  |





### Wagner Power Systems

18091 E. 22<sup>nd</sup> Avenue

Aurora, CO 80011

WagnerPower.com

720.281.1589

**Sourcewell Contract**

**Contract No: 120617-CAT**

|   |                                |   |
|---|--------------------------------|---|
|   |                                | loop control of the generator voltage, optimized transient performance and industry leading feature specification   |
| 1 | ALTERNATOR TEMPERATURE RISE    | 130C TEMP RISE OVER 40C AMB   |
| 1 | SUB BASE FUEL TANK             | FUEL SUB-BASE TANK 209 GALLON<br>Estimated run time - <b>30 HOURS</b>   |
| 1 | FUEL TANK OPTIONS              | FUEL TANK FILL PIPE & LOCK CAP<br>Locking fuel fill   |
| 1 | FUEL VENT PIPE                 | VENT PIPE-STD<br>Standard Vent pipe   |
| 1 | EMERGENCY FUEL VENT PIPE       | EMERGENCY VENT UL-3"  |
| 1 | FUEL LEVEL ALARMS / SD         | Fuel Level Alarms / SD<br>Fuel Level Reading (Alarms Low/High & Shutdown)   |
| 1 | ENCLOSURE                      | WEATHERPROOF ENCLOSURE<br>Weather Proof enclosure. Industrial Silencer internal with foamed bulkhead and roof-Silencer is included  |
| 1 | GENSET ENCLOSURE COLOUR SCHEME | CAT White   |
| 1 | CONTROL PANEL MODEL            | EMCP4.2B CONTROL PANEL<br>The Cat® EMCP 4.2B offers fully featured power metering, protective relaying and engine and generator control and monitoring.<br>Engine and generator controls, diagnostics, and operating information are accessible via the control panel keypads; diagnostics from the EMCP 4 optional modules can be viewed and reset through the EMCP 4.2B   |
| 1 | NFPA110 BUNDLE                 | NFPA BUNDLE<br>The NFPA Bundle provides parts and/or functionality to assist the dealer in obtaining NFPA compliancy.<br>NFPA compliancy is an end application requirement and meeting this application requirement is the responsibility of the dealer and / or installer.<br>NFPA 110 application bundle selection will auto-select the following priced items:<br>Local Alarm Horn (PAA1).<br>Low Coolant Shutdown Circuit (WSS1).<br>Low Coolant Temperature Alarm (WCA1).<br>Low Fuel Level Alarm (FSS) with Engine Options Harness (ENGOPT).<br>Battery Charger (PBC10NU).<br>Jacket Water Heater (WHH) |
| 1 | BATTERY OPTIONS                | Standard CAT Battery  |
| 1 | BATTERY CHARGERS               | NFPA,UL & CSA Compliant Battery charger, 120VAC   |
| 1 | JACKET WATER HEATER            | JACKET WATER HEATER<br>Coolant Heater   |
| 1 | COOLANT LEVEL SHUTDOWN         | LOW COOLANT LEVEL SHUTDOWN 1<br>Part of the NFPA110 Bundle. Low coolant level shutdown  |
| 1 | VIBRATION ISOLATORS            | VIBRATION ISOLATORS.  |
| 1 | LOW COOLANT TEMPERATURE ALARM  | LOW COOLANT TEMP ALARM.<br>Set at 69 degree F and off at 80 degree F  |
| 1 | PANEL MOUNTED AUDIBLE ALARM    | PANEL MOUNTED AUDIBLE ALARM   |
| 1 | CONTROL PANEL OPTIONS BOX      | CONTROL PANEL OPTIONS BOX   |
| 1 | CIRCUIT BREAKER SELECTION      | SINGLE CIRCUIT BREAKER  |
| 1 | 1ST CIRCUIT BREAKER            | 400A 100% RATED BREAKER 1PH   |
| 1 | AIR CLEANER (ENGINE)           | Medium duty cartridge type air filter   |
| 1 | RADIATOR                       | STANDARD RADIATOR   |
| 1 | MUFFLERS                       | ENCLOSURE SILENCER  |

**GENERATOR PRICE: \$29,343.00**



### Wagner Power Systems

18091 E. 22<sup>nd</sup> Avenue

Aurora, CO 80011

WagnerPower.com

720.281.1589

Sourcewell Contract

Contract No: 120617-CAT

### 400A, Automatic Open Transition Transfer Switch

Model: CATATSG

Quantity: 1

Frequency: 60 Hz

Voltage: 120/240V, 1 PH, 3 WIRE, 60hZ

The following features will be included:

| Quantity | Characteristic Name        | Feature Description                   |
|----------|----------------------------|---------------------------------------|
| 1        | <b>ATS TRANSITION TYPE</b> | <b>OPEN TRANSITION</b>                |
| 1        | ATS OPERATION TYPE         | STANDARD - NO BYPASS                  |
| 1        | ATS MECHANISM TYPE         | CONTACTOR                             |
| 1        | <b>ATS ENCLOSURE</b>       | <b>NEMA 3R ENCLOSURE</b>              |
| 1        | <b>ATS AMPERAGE RATING</b> | <b>400 AMPS</b>                       |
| 1        | <b>ATS NUMBER OF POLES</b> | <b>2 POLES</b>                        |
| 1        | <b>ATS VOLTAGE</b>         | <b>120/240V, 1 PHASE, 3 WIRE, 60H</b> |
| 1        | ATS CONTROLLER             | MX60 CONTROLLER                       |

**AUTOMATIC TRANSFER SWITCH (ATS) PRICE: \$2,176.00**

**Total Price: USD \$31,519.00**

### Notes, Deviations, Exceptions:

- This is a Sourcewell Contract utilizing the Caterpillar / Sourcewell contract number **120617-CAT** which must be used on all Contracts and Purchase Orders listing Wagner Power Systems as the Manufacture Source / Vendor.
- The Town of Mead is an existing Sourcewell Customer: **ID# 61434**
- *This proposal is based on information supplied to Wagner Power Systems which may or may not have been correct or complete. The customer is responsible for reviewing this proposal for compliance with the complete and final drawings and specifications.*
- *Price does not include applicable taxes.*
- *This Proposal is valid for 60-days.*

Thank you for the opportunity to proposal / Sourcewell Purchase Contract. We look forward to your valued business.

Sincerely,

**JAYME J. BODEN**

303-365-8935 Office

720-281-1589 Mobile

boden\_jayme@wagnerequipment.com

**One Professional Team Delivering Quality Solutions to Every Customer**

**Our Values In Action: Teamwork • Excellence • Accountability • Safety • Integrity • Communication**





## Agenda Item Summary

MEETING DATE: January 13, 2020

SUBJECT: On-Call Traffic Engineering - Felsburg Holt & Ullevig  
Resolution No. 09-R-2020  
Extension of Agreement for Professional Services

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

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### SUMMARY

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The Town desires to extend the term of the Agreement with Felsburg Holt and Ullevig (FHU) for calendar year 2020, to authorize FHU to continue to provide on-call traffic engineering services to the Town of Mead. The Town entered into an Agreement for Professional services with FHU on April 8, 2019. FHU currently acts as an extension of Town staff for development review, and provides traffic engineering services relative to planning, design and construction of minor Town projects and studies.

FHU was selected through an RFP process in 2019, and has successfully been serving the Town over the past year. They are familiar with Town standards and processes, have detailed knowledge of current projects, and are equipped with sufficient staff to react to the varying demands of development review.

The Agreement is a time-and-materials style contract, which establishes the rates at which services will be provided to the Town, as well as those billed to developers as part of new development activities. In addition, FHU is not authorized to commence work on special projects, unless and until the Town has approved and executed a project task order, which task order establishes a not-to-exceed (NTE) budget for the special project.

Resolution 09-R-2020 approves an extension of the FHU Agreement for calendar year 2020, and establishes a NTE figure of thirty thousand dollars (\$30,000.00) for traffic engineering services. In accordance with the terms of the Agreement, compensation for pass-through engineering services and special projects is not subject to the 2020 NTE figure.



## FINANCIAL CONSIDERATIONS

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Developers are billed for traffic engineering services provided by FHU.

For reference, the following ongoing items are included in the 2020 approved budget:

|            |   |          |
|------------|---|----------|
| 01-40-5405 | General Administration – Engineering Fees | \$30,000 |
|------------|---|----------|

## STAFF RECOMMENDATION/ACTION REQUIRED

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Suggested Motions:

I move to adopt Resolution 09-R-2020, a Resolution of the Town of Mead Approving Extension of On-Call Traffic Engineering Agreement for Professional Services with Felsburg Holt & Ullevig, Inc.

## ATTACHMENTS

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Resolution No. 09-R-2020  
2020 Extension – FHU

**TOWN OF MEAD, COLORADO  
RESOLUTION NO. 09-R-2020**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING  
EXTENSION OF ON-CALL TRAFFIC ENGINEERING AGREEMENT  
FOR PROFESSIONAL SERVICES WITH FELSBURG HOLT &  
ULLEVIG, INC.**

**WHEREAS**, the Town of Mead (“Town”) is authorized to enter into contracts for the performance of general municipal governance and services; and

**WHEREAS**, the Town previously entered into that certain agreement for professional services with Felsburg Holt & Ullevig, Inc. (“FHU”) for on-call traffic engineering services dated April 8, 2019 (“FHU Agreement”); and

**WHEREAS**, based on FHU’s satisfactory performance and the ongoing need for on-call traffic engineering services, the Board of Trustees desires to extend the term of the FHU Agreement through December 31, 2020 for the specific not to exceed (“NTE”) annual compensation amount set forth below in Section 1 of this Resolution.

**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 an extension of the term of the FHU Agreement to December 31, 2020; (b) approves the NTE annual compensation amount set forth below; and (c) authorizes the Mayor to execute the 2020 extension to the FHU Agreement, following the review and approval of the same by the Town Attorney.

|            | <u>Services</u>                      | <u>NTE<br/>Compensation<br/>for 2020</u> |
|------------|--------------------------------------|--|
| <u>FHU</u> | On-call traffic engineering services | \$30,000.00                              |

**Section 2.** Except as authorized by this Resolution, the original terms and conditions of the FHU Agreement shall not be amended and shall remain in full force and effect for the remainder of the term, as extended herein to December 31, 2020.

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

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

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

**INTRODUCED, READ, PASSED, AND ADOPTED THIS 13TH DAY OF JANUARY, 2020.**

**ATTEST:**

**TOWN OF MEAD**

By: \_\_\_\_\_  
Mary E. Strutt, MMC, Town Clerk

By: \_\_\_\_\_  
Colleen G. Whitlow, Mayor



**TOWN OF MEAD  
AGREEMENT FOR PROFESSIONAL SERVICES  
2020 EXTENSION**

Project/Services Name: **On-Call Traffic Engineering Services**

**THIS AGREEMENT FOR PROFESSIONAL SERVICES 2020 EXTENSION** (“2020 Extension”) extends the term of that certain Agreement for Professional Services entered into by and between **Felsburg Holt & Ullevig, Inc.**, a Colorado corporation, whose business address is 6300 S. Syracuse Way, Suite 600, Centennial, CO 80111 (the “Contractor”) and the **TOWN OF MEAD**, a municipal corporation of the State of Colorado (the “Town”), collectively referred to herein as the “Parties.”

**RECITALS AND REPRESENTATIONS**

**WHEREAS**, the Parties entered into an Agreement for Professional Services effective as of April 8, 2019 (“Agreement”), pursuant to which the Contractor provides on-call traffic engineering services to the Town; and

**WHEREAS**, Section II.A. of the Agreement contemplates that the term of the Agreement may be extended by written agreement of the Parties; and

**WHEREAS**, the Town desires to extend the Agreement for calendar year 2020, such that the term thereof shall expire December 31, 2020; and

**WHEREAS**, the Parties desire to set forth the annual not to exceed amount for calendar year 2020 in this 2020 Extension,

**NOW, THEREFORE**, the Parties agree as follows:

**1.0 EXTENSION OF TERM.** The Agreement shall be extended to terminate on December 31, 2020, unless further extended or terminated in accordance with its terms.

**2.0 2020 FEES AND CHARGES.** For 2020, fees shall be the same as set forth in Attachment 1 attached hereto. Attachment 1 shall supersede and replace **Exhibit B** of the Agreement. Contractor agrees to provide the Town Representative with updated certificates of insurance (as required by Section VII.A. of the Agreement) prior to providing any services to the Town in calendar year 2020.

**3.0 SECTION II.A. OF AGREEMENT AMENDED.** Section II.A. of the Agreement shall be amended to read in its entirety as follows:

A. Term. This Agreement shall commence on the date of mutual execution of the Parties (“Effective Date”) and shall continue until **December 31, 2020** 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.

**4.0 ANNUAL NOT TO EXCEED AMOUNT (2020).** The second sentence of Section IV.A. of the Agreement shall be amended as follows:

A. Not-to-Exceed Amount. . . . Compensation to be paid hereunder shall not exceed **Thirty Thousand Dollars and No Cents (\$30,000.00)** (“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. [*Balance of Section IV.A. of Agreement unchanged*]

**5.0 NO FURTHER AMENDMENTS.** No other terms or conditions of the Agreement are amended hereby.

**6.0 EFFECTIVE DATE.** This 2020 Extension shall be effective as of the date of mutual execution by the Parties.

**TOWN OF MEAD, COLORADO**

By: \_\_\_\_\_  
Colleen G. Whitlow, Mayor

Date of execution: \_\_\_\_\_, 20\_\_

ATTEST:

REVIEWED BY (*Excluding Exhibits*):

\_\_\_\_\_  
Mary E. Strutt, MMC, Town Clerk

\_\_\_\_\_  
Marcus McAskin, Town Attorney

**CONTRACTOR:**

**Felsburg Holt & Ullevig, Inc.**, a Colorado corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of execution: \_\_\_\_\_, 20\_\_



Attachment 1

**Contractor Hourly Rate Schedule  
FHU 2020 Rate Schedule**



**2020 Rate Sheet**

**The following hourly billing rates apply to all "Time and Materials" contracts.**

**Staff Rates**

|  |       |
|--|-------|
| Principal III.....                       | \$270 |
| Principal II.....                        | \$240 |
| Principal I.....                         | \$220 |
| Associate.....                           | \$210 |
| Sr. Bridge Engineer.....                 | \$195 |
| Bridge Engineer V.....                   | \$175 |
| Bridge Engineer IV.....                  | \$155 |
| Bridge Engineer III.....                 | \$130 |
| Bridge Engineer II.....                  | \$115 |
| Bridge Engineer I.....                   | \$110 |
| Sr. Engineer.....                        | \$195 |
| Engineer V.....                          | \$175 |
| Engineer IV.....                         | \$155 |
| Engineer III.....                        | \$130 |
| Engineer II.....                         | \$115 |
| Engineer I.....                          | \$105 |
| Sr. Environmental Scientist/Planner..... | \$190 |
| Environmental Scientist/Planner V.....   | \$175 |
| Environmental Scientist/Planner IV.....  | \$155 |
| Environmental Scientist/Planner III..... | \$130 |
| Environmental Scientist/Planner II.....  | \$115 |
| Environmental Scientist/Planner I.....   | \$105 |
| GIS Manager.....                         | \$190 |
| GIS Specialist V.....                    | \$170 |
| GIS Specialist IV.....                   | \$155 |
| GIS Specialist III.....                  | \$130 |
| GIS Specialist II.....                   | \$115 |
| GIS Specialist I.....                    | \$105 |
| Sr. Transportation Planner.....          | \$190 |
| Transportation Planner V.....            | \$170 |
| Transportation Planner IV.....           | \$155 |
| Transportation Planner III.....          | \$130 |
| Transportation Planner II.....           | \$115 |
| Transportation Planner I.....            | \$105 |
| Lead ITS Specialist.....                 | \$200 |
| CADD Manager.....                        | \$190 |
| Sr. Bridge Designer.....                 | \$185 |
| Lead Designer.....                       | \$180 |
| Sr. Designer/Project Technician.....     | \$160 |
| Designer V/Project Technician V.....     | \$145 |
| Designer IV/Project Technician IV.....   | \$135 |
| Designer III/Project Technician III..... | \$115 |
| Designer II/Project Technician II.....   | \$100 |
| Designer I/Project Technician I.....     | \$90  |

|                                    |       |
|------------------------------------|-------|
| Sr. Construction Technician.....   | \$140 |
| Construction Technician V.....     | \$130 |
| Construction Technician IV.....    | \$115 |
| Construction Technician III.....   | \$100 |
| Construction Technician II.....    | \$90  |
| Construction Technician I.....     | \$75  |
| Intern I.....                      | \$55  |
| Graphic Design Manager.....        | \$150 |
| Graphic Design Specialist V.....   | \$140 |
| Graphic Design Specialist IV.....  | \$135 |
| Graphic Design Specialist III..... | \$120 |
| Graphic Design Specialist II.....  | \$105 |
| Graphic Design Specialist I.....   | \$90  |
| Marketing Manager.....             | \$150 |
| Marketing Specialist.....          | \$115 |
| Systems Administrator.....         | \$120 |
| Sr. Administrative Assistant.....  | \$115 |
| Administrative.....                | \$90  |

**Other Direct Costs**

**Plots**

|           |              |
|-----------|--------------|
| Bond..... | \$0.31/sq ft |
|-----------|--------------|

**Prints**

|                      |              |
|----------------------|--------------|
| Black and White..... | \$0.12/print |
| Color.....           | \$0.19/print |

**Presentation Boards**

|                             |              |
|-----------------------------|--------------|
| Bond Foam Core Mounted..... | \$1.51/sq ft |
|-----------------------------|--------------|

**Travel**

|                           |   |
|---------------------------|---|
| Mileage.....              | \$0.545/Mile<br>(or current allowable Federal rate) |
| Truck (Construction)..... | \$45.00/day   |
| Parking.....              | Actual Costs  |
| Lodging/Airfare.....      | Actual Costs  |

**Other Miscellaneous Costs**

|                             |              |
|-----------------------------|--------------|
| Courier/Postage.....        | Actual Costs |
| Per Diem.....               | Actual Costs |
| Subconsultants/Vendors..... | Actual Costs |

Other direct costs are reimbursed at a rate of 1.1 times the rates above and/or actual costs.



## Agenda Item Summary

MEETING DATE: January 13, 2020

SUBJECT: Resolution 10-R-2020  
Extension of Agreement for Professional Services - JVA, Inc.

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

---

### SUMMARY

The Town desires to extend the term of the Agreement for Professional Services with JVA, Inc. (“JVA”) for calendar year 2020, to provide general engineering services to the Town of Mead. The Town and JVA entered into an Agreement for Professional Services for general engineering services on March 11, 2019 (the “JVA Agreement”). JVA currently acts as an extension of Town staff for development review and development inspection, and provides general engineering services relative to planning, design and construction of minor Town projects for stormwater, wastewater, transportation, and Public Works.

JVA has successfully been serving the Town in this capacity since 2012. JVA is familiar with Town standards and processes, has historical knowledge and understanding of the Town’s facilities and operations, and is equipped with sufficient staff to react to the varying demands of development review and inspection.

The JVA Agreement is a time-and-materials style contract, which establishes the rates at which services will be provided to the Town, as well as those billed to developers as part of new development activities. In addition, JVA is not authorized to commence work on special projects, unless and until the Town has approved and executed a project task order, which task order establishes a not-to-exceed (NTE) budget for the special project. JVA is proposing an approximate 3% increase to the 2019 standard billing rates (varies based on position) for 2020. JVA will discount the standard billing rates by 10% for all general engineering work with the Town. Discounted billing rates will apply to all Town work and projects, including special projects, that are billed on a time and materials basis. Standard rates will apply for all pass-through engineering services, as these costs are billed to the applicant.

Resolution 10-R-2020 approves an extension of the JVA Agreement for calendar year 2020, and establishes a NTE figure of ninety thousand dollars (\$90,000.00) for general engineering services. In accordance with the terms of the JVA Agreement, compensation for pass-through engineering services and special projects is not subject to the 2020 NTE figure.

## FINANCIAL CONSIDERATIONS

---

Developers are billed for engineering services provided by JVA.

For reference, the following ongoing items are included in the 2020 approved budget:

|            |  |          |
|------------|--|----------|
| 01-40-5405 | General Administration – Engineering   | \$30,000 |
| 01-46-5405 | Drainage – Engineering/GIS             | \$20,000 |
| 06-40-5405 | Sewer Operating – Engineering/GIS      | \$25,000 |
| 06-47-5500 | Sewer Capital - CIP Project Management | \$15,000 |

Specific special projects identified in the 2020 budget, to be presented to the Board for approval at a later date, include:

|            |                                       |          |
|------------|---------------------------------------|----------|
| 06-40-5405 | Sewer Operating – Utility Plan Update | \$30,000 |
| 01-46-5405 | Drainage – Floodplain Mapping         | \$50,000 |

## STAFF RECOMMENDATION/ACTION REQUIRED

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Suggested Motion –

I move to adopt Resolution 10-R-2020, a Resolution of the Town of Mead Approving Extension of Engineering-Related Agreement for Professional Services with JVA, Inc.

## ATTACHMENTS

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Resolution No. 10-R-2020  
2020 Extension



**TOWN OF MEAD, COLORADO  
RESOLUTION NO. 10-R-2020**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING  
EXTENSION OF ENGINEERING-RELATED AGREEMENT FOR  
PROFESSIONAL SERVICES WITH JVA, INC.**

**WHEREAS**, the Town of Mead (“Town”) is authorized to enter into contracts for the performance of general municipal governance and services; and

**WHEREAS**, the Town previously entered into that certain agreement for professional services with JVA, Inc. for general Town engineering services dated March 11, 2019 (“JVA Agreement”); and

**WHEREAS**, based on the consultant’s satisfactory performance and the ongoing need for engineering services, the Board of Trustees desires to extend the term of the JVA Agreement through December 31, 2020 for the specific not to exceed (“NTE”) annual compensation amount set forth below in Section 1 of this Resolution.

**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 an extension of the term of the JVA Agreement to December 31, 2020; (b) approves the NTE annual compensation amount set forth below; and (c) authorizes the Mayor to execute the 2020 extension to the JVA Agreement, following the review and approval of the same by the Town Attorney.

|            | <u>Services</u>                   | <u>NTE<br/>Compensation<br/>for 2020</u> |
|------------|-----------------------------------|--|
| <u>JVA</u> | Town general engineering services | \$90,000.00                              |

**Section 2.** Except as authorized by this Resolution, the original terms and conditions of the JVA Agreement shall not be amended and shall remain in full force and effect for the remainder of the term, as extended herein to December 31, 2020.

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

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

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

**INTRODUCED, READ, PASSED, AND ADOPTED THIS 13TH DAY OF JANUARY, 2020.**

**ATTEST:**

**TOWN OF MEAD**

By: \_\_\_\_\_  
Mary E. Strutt, MMC, Town Clerk

By: \_\_\_\_\_  
Colleen G. Whitlow, Mayor

**TOWN OF MEAD  
AGREEMENT FOR PROFESSIONAL SERVICES  
2020 EXTENSION**

Project/Services Name: General Town Engineering Services

**THIS AGREEMENT FOR PROFESSIONAL SERVICES 2020 EXTENSION** (“2020 Extension”) extends the term of that certain Professional Services Agreement entered into by and between **JVA, Inc.**, a Colorado corporation, whose business address is 1319 Spruce Street, Boulder, CO 80302 and operating under a trade name of JVA, Incorporated (the "Consultant") and the **TOWN OF MEAD**, a municipal corporation of the State of Colorado (the “Town”), collectively referred to herein as the “Parties.”

**RECITALS AND REPRESENTATIONS**

**WHEREAS**, the Parties entered into an Agreement for Professional Services effective as of March 11, 2019 (“Agreement”), pursuant to which the Consultant provides general and on-call engineering services to the Town; and

**WHEREAS**, Section II.A. of the Agreement contemplates that the term of the Agreement may be extended by written agreement of the Parties; and

**WHEREAS**, the Town desires to extend the Agreement for calendar year 2020, such that the term thereof shall expire December 31, 2020; and

**WHEREAS**, the Parties desire to set forth the annual not to exceed amount for calendar year 2020 in this 2020 Extension,

**NOW, THEREFORE**, the Parties agree as follows:

**1.0 EXTENSION OF TERM.** The Agreement shall be extended to terminate on December 31, 2020, unless further extended or terminated in accordance with its terms.

**2.0 2020 FEES AND CHARGES.** For 2020, fees shall be the same as set forth in Attachment 1 attached hereto. Attachment 1 shall supersede and replace **Exhibit B** of the Agreement. Consultant agrees to provide the Town Representative with updated certificates of insurance (as required by Section VII.A. of the Agreement) prior to providing any services to the Town in calendar year 2020.

**3.0 SECTION II.A. OF AGREEMENT AMENDED.** Section II.A. of the Agreement shall be amended to read in its entirety as follows:

A. Term. This Agreement shall commence on the date of mutual execution of the Parties (“Effective Date”) and shall continue until **December 31, 2020** 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.



**4.0 ANNUAL NOT TO EXCEED AMOUNT (2020).** The second sentence of Section IV.A. of the Agreement shall be amended as follows:

A. Not-to-Exceed Amount. . . . Compensation to be paid hereunder shall not exceed **Ninety Thousand Dollars and No Cents (\$90,000.00)** (“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.  
[*Balance of Section IV.A. of Agreement unchanged*]

**5.0 NO FURTHER AMENDMENTS.** No other terms or conditions of the Agreement are amended hereby.

**6.0 EFFECTIVE DATE.** This 2020 Extension shall be effective as of the date of mutual execution by the Parties.

**TOWN OF MEAD, COLORADO**

By: \_\_\_\_\_  
Colleen G. Whitlow, Mayor

Date of execution: \_\_\_\_\_, 20\_\_

ATTEST:

REVIEWED BY (*Excluding Exhibits*):

\_\_\_\_\_  
Mary E. Strutt, MMC, Town Clerk

\_\_\_\_\_  
Marcus McAskin, Town Attorney

**CONSULTANT:**

**JVA, Inc.**, a Colorado corporation

By: \_\_\_\_\_  
Kenneth J. Clifford, Project Manager,  
Associate

Date of execution: \_\_\_\_\_, 20\_\_

Attachment 1

Consultant Hourly Rate Schedule  
**JVA 2020 Rate Schedule**

JVA will discount standard billing rates by ten percent (10%) from the 2020 annual rates set forth below for all general engineering work with the Town of Mead. The discounted billing rates will apply to all Town work and projects, including special projects, that are billed on a time and materials basis. The standard rates will apply for all pass-through engineering services as these costs are billed to the applicant. Lump sum fees can be negotiated for specific special projects if desired by Town staff.



Civil Engineering  
**2020 Hourly Billing Rate Schedule**

| <u>POSITION</u>         | <u>RATE</u>   |
|-------------------------|---------------|
| Principal               | \$172 – \$204 |
| Senior Project Manager  | \$156 – \$168 |
| Project Manager         | \$132 – \$144 |
| Senior Project Engineer | \$124 – \$128 |
| Project Engineer        | \$116 – \$120 |
| Senior Designer         | \$120 – \$132 |
| Design Engineer         | \$112         |
| CAD Designer            | \$112         |
| Administrative Support  | \$104 – \$136 |

Auto travel shall be reimbursed at 58¢ per mile or at a rate set by the IRS. Costs for express delivery, airfare, car rental, meals, lodging, printing, copying, long distance calls and shipping shall be reimbursed at 1.1 times direct cost.