

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

Monday, May 11, 2020
6:00 p.m. to 10:00 p.m.
REGULAR MEETING

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

1. ***Call to Order – Roll Call***
Mayor Colleen Whitlow
Mayor Pro Tem David Adams
Trustee Brooke Babcock
Trustee Debra Brodhead
Trustee Chris Cartwright
Trustee Steve Fox
Trustee Trisha Harris
2. ***Moment of Silence***
 - a. Miles Sanford, Mayor of Mead 1964 - 1966
3. ***Pledge of Allegiance to the Flag***
4. ***Review and Approve Agenda***
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 April 27, 2020
 - b. Aged Receivables
7. ***Check Register 5.6.2020***
8. ***Staff Report: Town Manager Report***
9. ***New Business***
 - a. Proclamation: Neurofibromatosis Awareness Month May 2020
 - b. Proclamation: National Police Week May 10-16
 - c. Proclamation: National Public Works Week May 17 – 23

- d. **Resolution No. 56-R-2020** – A Resolution of the Town of Mead, Colorado, Approving a Professional Services Agreement with Loveland Barricade LLC, for Pavement Marking and Striping Application Services
 - e. **Resolution No. 57-R-2020** - A Resolution of the Town of Mead, Colorado, Approving a Services Agreement with Browns Hill Engineering & Controls, LLC, for Certain Hardware and Software-Related Services at the Town’s Wastewater Treatment Facility
10. **Public Comment:** 3 minute time limit. Comment is for any item whether it is on the agenda or not, unless it is set for public hearing.
11. **Discussion of Current Development Projects**
12. **Elected Official Reports**
- a. Town Trustees
 - b. Mayor Whitlow
13. **Adjournment**

**Town of Mead
Regular Meeting
Board of Trustees
April 27, 2020
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. Due to the Town's Disaster Declaration of March 21, 2020 related to the COVID-19 virus, the meeting was held with virtual access provided through Zoom.

Present

Mayor Colleen Whitlow
Trustee David Adams
Trustee Brooke Babcock
Trustee Debra Brodhead
Trustee Trisha Harris (arrived at 6:02 p.m.)
Trustee Terri Hatch
Mayor Pro Tem Joyce Palaszewski

Absent

None

Also present: Town Manager Helen Migchelbrink; Town Clerk / Treasurer Mary Strutt; Public Information Officer Erika Harper; Chief of Police Brent Newbanks.

Attending via virtual access: Town Attorney Marcus McAskin; Town Engineer / Public Works Director Erika Rasmussen; Planning Director Chris Kennedy; members of the public.

Mayor Whitlow requested the observance of a moment of silence in honor of our military, first responders, health care providers and Firestone Trustee George Heath.

2. Pledge of Allegiance to the Flag

The assembly pledged allegiance to the flag.

3. Consent Agenda

- a. Approval of Minutes—Regular Meeting April 13, 2020
- b. March Financials
- c. **Ordinance No. 930** – An Ordinance of the Town of Mead, Colorado, Approving the Grand View Estates Filing 2, Replat C Administrative Plat

Motion was made by Trustee Babcock, seconded by Trustee Adams, to approve the Consent Agenda. Motion carried 7-0, on a roll call vote.

4. Check Register April 22, 2020

Motion was made by Trustee Adams, seconded by Trustee Babcock, to approve the April 22, 2020 check register. Motion carried 7-0, on a roll call vote.

5. Swear In Newly Elected Board Members

- a. Mayor: Colleen Whitlow
- b. Trustee: Debbie Brodhead
- c. Trustee: Chris Cartwright
- d. Trustee: Steve Fox

Town Clerk Mary Strutt administered the Oath of Office.

6. RECESS

Mayor Whitlow called for a recess at 6:07 p.m.

Mayor Whitlow reconvened the Regular Meeting of the Board of Trustees at 6:16 p.m.

7. Call to Order – Roll Call

Present

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

Absent

None

8. Selection of Mayor Pro Tem

Motion was made by Trustee Babcock, seconded by Trustee Cartwright, to nominate Trustee David Adams as Mayor Pro Tem. Motion carried 7-0, on a roll call vote.

9. Swear In Mayor Pro Tem

Town Clerk Mary Strutt administered the Oath of Office for Mayor Pro Tem Adams.

10. Review and Approve Agenda

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

11. Public Comment

There was no public comment at this time.

12. Staff Report: Town Manager Report

Town Manager Helen Migchelbrink discussed construction at Mead Elementary School; reopening of Police Department and Town Hall; consideration of opening parks and restrooms; and a yard waste drop off day.

Public Information Officer Erika Harper discussed cancelling summer events and suspending the events committee meetings due to the coronavirus pandemic. Ms. Harper indicated that decisions on fall / winter events will be made at a later date.

13. Officer Appointments

- a. **Resolution No. 50-R-2020** – A Resolution of the Town of Mead, Colorado, Appointing a Town Manager

The Board discussed appointing officers within 30 days of the new Board members taking office.

Motion was made by Trustee Babcock, seconded by Trustee Harris, to adopt Resolution No. 50-R-2020 – A Resolution of the Town of Mead, Colorado, Appointing Helen Migchelbrink as Town Manager. Motion carried 7-0, on a roll call vote.

- b. **Resolution No. 51-R-2020** – A Resolution of the Town of Mead, Colorado, Appointing a Town Clerk

Motion was made by Trustee Harris, seconded by Trustee Brodhead, to adopt Resolution No. 51-R-2020 – A Resolution of the Town of Mead, Colorado, Appointing Mary Strutt as Town Clerk. Motion carried 7-0, on a roll call vote.

- c. **Resolution No. 52-R-2020** – A Resolution of the Town of Mead, Colorado, Appointing a Town Treasurer

The Board discussed the appointment of a treasurer.

Motion was made by Mayor Pro Tem Adams, seconded by Trustee Harris, to adopt Resolution No. 52-R-2020 – A Resolution of the Town of Mead, Colorado, Appointing Mary Strutt as Town Treasurer. Motion carried 7-0, on a roll call vote.

- d. **Resolution No. 53-R-2020** – A Resolution of the Town of Mead, Colorado, Appointing a Municipal Court Judge

Town Clerk Mary Strutt introduced Judge David Thrower who has been the Municipal Court Judge since 2018.

Motion was made by Trustee Babcock, seconded by Mayor Pro Tem Adams, to adopt Resolution No. 53-R-2020 – A Resolution of the Town of Mead, Colorado, Appointing David Thrower as Municipal Court Judge and authorized Mayor Whitlow to sign the agreement for Municipal Judge Services. Motion carried 7-0, on a roll call vote.

- e. **Resolution No. 54-R-2020** – A Resolution of the Town of Mead, Colorado, Appointing a Town Attorney

Motion was made by Trustee Harris, seconded by Trustee Babcock, to adopt Resolution No. 54-R-2020 – A Resolution of the Town of Mead, Colorado, Appointing Marcus McAskin as Town Attorney. Motion carried 7-0, on a roll call vote.

- f. **Resolution No. 55-R-2020** – A Resolution of the Town of Mead, Colorado, Approving an Amended and Restated Engagement Letter with the Law Firm of Michow Cox & McAskin LLP to Provide Legal Services to the Town of Mead

Town Manager Helen Migchelbrink discussed the amended engagement letter.

Motion was made by Trustee Harris, seconded by Trustee Cartwright, to adopt Resolution No. 55-R-2020 – A Resolution of the Town of Mead, Colorado, Approving an Amended and Restated Engagement Letter with the Law Firm of Michow Cox & McAskin LLP to Provide Legal Services to the Town of Mead. Motion carried 7-0, on a roll call vote.

14. Swear In Officers

Mayor Whitlow administered the Oath of Office to the appointed officers.

15. Public Hearing: Waterfront Annexation

The Eligibility Hearing for the Waterfront Annexation has been canceled and will be rescheduled for a future date.

16. New Business

- a. **Ordinance No. 931** – An Ordinance of the Town of Mead, Colorado, Amending Sections 2-2-40 and 2-2-100 of the Mead Municipal Code to Change the Regular Election Date and Alter Terms of Office for Mayor and Trustees

Town Attorney Marcus McAskin reviewed the necessary Municipal Code changes to implement the change in election date as approved by the voters in Mead on April 7, 2020.

Motion was made by Trustee Babcock, seconded by Trustee Harris, to adopt Ordinance No. 931 – An Ordinance of the Town of Mead, Colorado, Amending Sections 2-2-40 and 2-2-100 of the Mead Municipal Code to Change the Regular Election Date and Alter Terms of Office for Mayor and Trustees. Motion carried 7-0, on a roll call vote.

17. Public Comment

Resident Brenda Hall discussed the election recount and congratulated those who were elected/appointed.

18. Elected Officials Report

- a. Town Trustees

The Trustees discussed the status of construction at Mead Towne Center.

- b. Mayor Whitlow

i. Administrative Directive No. 01-2020

Mayor Whitlow discussed the Administrative Directive relating to RV permits. She expressed gratitude to the new Trustees and to outgoing Mayor Pro Tem Palaszewski and Trustee Hatch. She also discussed with the Board the need for members to be appointed to DRCOG, CML policy committee or other committees according to each members' passion.

19. Adjournment

Motion was made by Trustee Babcock, seconded by Mayor Pro Tem Adams, to adjourn the meeting. Motion carried 7-0, on a roll call vote.

The Regular Meeting of the Town of Mead Board of Trustees adjourned at approximately 7:09 p.m. on Monday, April 27, 2020.

Colleen G. Whitlow, Mayor

ATTEST:

Mary E. Strutt, MMC, Town Clerk

Report Criteria:
Categories: All

Customer Number	Name	Balance	ABB	Bus Ads	Cross Grd	EBB	HS Chgs	MBB	Misc.	PBB	Sanitation	Unapplied
274	226 Grand View Cir	1,500.00-	-	-	-	-	-	-	-	-	-	1,500.00-
266	Benson Farms	408.00	-	-	-	50.00	-	308.00	-	50.00	-	-
198	Boulder Pacific LLC	519.00	-	-	-	519.00	-	-	-	-	-	-
138	Cub Creek Energy,	1,330.00-	-	-	-	-	-	-	-	-	-	1,330.00-
263	Eagle Development	31,405.51	-	-	-	28,061.61	-	3,343.90	-	-	-	-
262	Eagle Development	2,891.50-	-	-	-	-	-	-	-	-	-	2,891.50-
190	Extraction Oil & Gas	945.00-	-	-	-	-	-	-	-	-	-	945.00-
239	Gopher Gulch	45.00	-	-	-	-	-	-	-	45.00	-	-
261	Great Western Oper	2,224.25-	-	-	-	-	-	-	-	-	-	2,224.25-
270	Highland Developm	1,280.00	-	-	-	1,280.00	-	-	-	-	-	-
272	Iglesia De Jesucrist	900.51	-	-	-	617.00	-	-	-	283.51	-	-
258	JDV Metropolitan Di	2,526.50-	-	-	-	-	-	-	-	-	-	2,526.50-
45	Mead Development	5,649.00	4,914.00	-	-	385.00	-	-	-	350.00	-	-
214	Mead Towne Center	5,295.00	2,943.00	-	-	1,352.00	-	-	-	1,000.00	-	-
275	Mountain View Fire	120.75	-	-	-	-	-	-	-	-	120.75	-
271	MWD INVESTMEN	9,638.00	8,263.00	-	-	800.00	-	-	-	575.00	-	-
255	NCO Holdings Mea	3,778.14	3,578.14	-	-	100.00	-	-	-	100.00	-	-
256	Prosper Land & Dev	31,532.36	3,457.85	-	-	28,074.51	-	-	-	-	-	-
26	Range View Estates	10,000.00-	-	-	-	-	-	-	-	-	-	10,000.00-
241	Red Barn	5,176.48-	-	-	-	-	-	-	-	-	-	5,176.48-
58	Ritchie Bros	2,536.25	-	-	-	-	-	2,190.00	-	346.25	-	-
259	Scannell Properties	386.05-	-	-	-	-	-	-	-	-	-	386.05-
251	Schuman Companie	699.00-	-	-	-	-	-	-	-	-	-	699.00-
4	Second Royalty LLC	1,015.75-	-	-	-	-	-	-	-	-	-	1,015.75-
208	Sekich Properties	5,089.00-	-	-	-	-	-	-	-	-	-	5,089.00-
78	Sewczak Trust	5,992.00	5,782.00	-	-	210.00	-	-	-	-	-	-
1	St. Vrain Valley Sch	3,603.00	-	-	3,603.00	-	-	-	-	-	-	-
265	Sugar Mill Antiques	888.75-	-	-	-	-	-	-	-	-	-	888.75-
264	Ventana Capital	467.50	-	-	-	424.50	-	-	-	43.00	-	-
Grand Totals:		68,497.74	28,937.99	-	3,603.00	61,873.62	-	5,841.90	-	2,792.76	120.75	34,672.28-

Report Criteria:

Report type: GL detail

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
05/20	05/06/2020	32005	AGFINITY	K21849	01-44-5363	Weed killer	1,281.20
05/20	05/06/2020	32005	AGFINITY	Q23725	01-44-5210	Kerosene	34.95
Total 32005:							1,316.15
05/20	05/06/2020	32006	ALPHAGRAPHICS OF NO COLO	94393	01-44-5216	Decals on truck	1,713.21
Total 32006:							1,713.21
05/20	05/06/2020	32007	BUCKEYE WELDING SUPPLY C	05038342	01-44-5369	4/2020-Cylinder Rental	6.50
Total 32007:							6.50
05/20	05/06/2020	32008	CARDMEMBER SERVICE	042420 3514	01-42-5700	records clerk advert	88.68
05/20	05/06/2020	32008	CARDMEMBER SERVICE	042420 3514	01-42-5700	Police officer advert	175.00
05/20	05/06/2020	32008	CARDMEMBER SERVICE	042420 3514	01-41-5230	Meal for election judges	95.83
05/20	05/06/2020	32008	CARDMEMBER SERVICE	042420 3514	01-40-5200	Notary seal Hampshire	22.90
05/20	05/06/2020	32008	CARDMEMBER SERVICE	042420 3514	01-44-5210	Ipad case Constr. inspector	118.00
05/20	05/06/2020	32008	CARDMEMBER SERVICE	042420 3514	01-40-5331	Greely tribune subscription	4.11
05/20	05/06/2020	32008	CARDMEMBER SERVICE	042420 3514	01-43-5330	APA conf. Fettig	125.00
05/20	05/06/2020	32008	CARDMEMBER SERVICE	042420 3514	01-43-5330	APA conf Kennedy	125.00
Total 32008:							754.52
05/20	05/06/2020	32009	COMMERCE BANK COMMERCIAL	163170	01-44-5600	dump truck lease 3/4 - 6/3/20	13,204.70
Total 32009:							13,204.70
05/20	05/06/2020	32010	COOKIE REHDER	042820	01-13-4624	Stanley Hotel Tour refund	27.00
Total 32010:							27.00
05/20	05/06/2020	32011	CORY ELLIS	042720	01-42-5330	POST firearms training	41.45
Total 32011:							41.45
05/20	05/06/2020	32012	CREATIVE CULTURE INSIGNIA,	9131	01-42-5254	uniforms	560.30
Total 32012:							560.30
05/20	05/06/2020	32013	DBC IRRIGATION SUPPLY	S3680182.00	01-45-5372	Irrigation supplies	512.83
Total 32013:							512.83
05/20	05/06/2020	32014	Dent Doctors	7	01-42-5216	Hail repair, Ford Expedition and Explorer	17,715.83
Total 32014:							17,715.83
05/20	05/06/2020	32015	DIETZE AND DAVIS PC	89227	01-41-5040	Court Judge 4/2020	1,000.00
Total 32015:							1,000.00
05/20	05/06/2020	32016	FASTENAL	COLON8234	01-44-5210	locate paint	95.76

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 32016:							95.76
05/20	05/06/2020	32017	G AND M DISPOSAL INC.	20050133119	01-40-5310	Trash service 441 Third St 5/2020	120.75
05/20	05/06/2020	32017	G AND M DISPOSAL INC.	2005013312	01-40-5310	Trash service 537 Main St 5/2020	120.75
Total 32017:							241.50
05/20	05/06/2020	32018	Ganesh & Tuladi Kharel	042920	99-01-1075	Utility refund acct 1511.03	141.36
Total 32018:							141.36
05/20	05/06/2020	32019	GREELEY LOCK AND KEY	123132	06-47-5215	Door at 4504 welker	228.26
Total 32019:							228.26
05/20	05/06/2020	32020	HIGHLAND LAKE LATERAL DITC	327	01-40-5353	2020 Assessments	700.00
Total 32020:							700.00
05/20	05/06/2020	32021	HOME DEPOT CREDIT SERVIC	2769 042120	01-40-5215	Refrigerator leak repair	49.85
05/20	05/06/2020	32021	HOME DEPOT CREDIT SERVIC	2769 042120	01-44-5210	locate paint, misc supplies	236.09
Total 32021:							285.94
05/20	05/06/2020	32022	Homer & Patricia Conis	042920	99-01-1075	Utility Refund acct 430.03	47.16
Total 32022:							47.16
05/20	05/06/2020	32023	Invision GIS, LLC	1819	01-44-5201	GIS 4/2020	3,287.50
Total 32023:							3,287.50
05/20	05/06/2020	32024	Jamie Hedlun	051520	01-11-4112	Room rental refund	287.50
Total 32024:							287.50
05/20	05/06/2020	32025	JVA INCORPORATED	83791	06-40-5405	3/2020 wastewater	2,822.00
05/20	05/06/2020	32025	JVA INCORPORATED	84070	01-40-5440	3/2020 sorrento	1,911.40
05/20	05/06/2020	32025	JVA INCORPORATED	84071	01-40-5440	3/2020 Rangeview	632.00
05/20	05/06/2020	32025	JVA INCORPORATED	84072	01-40-5440	3/2020 saint acacius	222.00
05/20	05/06/2020	32025	JVA INCORPORATED	84073	01-40-5440	3/2020 st iglesia	370.00
05/20	05/06/2020	32025	JVA INCORPORATED	84074	01-40-5440	3/2020 highlands	1,385.40
05/20	05/06/2020	32025	JVA INCORPORATED	84075	01-40-5440	3/2020 grandview estates	148.00
05/20	05/06/2020	32025	JVA INCORPORATED	84076	01-40-5440	3/2020 Agfinity	296.00
05/20	05/06/2020	32025	JVA INCORPORATED	84077	01-40-5440	Red barn 3/2020	3,178.00
05/20	05/06/2020	32025	JVA INCORPORATED	84078	01-40-5440	Gopher Gulch 3/2020	260.00
05/20	05/06/2020	32025	JVA INCORPORATED	84079	01-40-5440	3/2020 Lyons 66	148.00
05/20	05/06/2020	32025	JVA INCORPORATED	84080	01-40-5440	Waterfront 3/2020	222.00
05/20	05/06/2020	32025	JVA INCORPORATED	84081	01-40-5405	3/2020 general	827.87
05/20	05/06/2020	32025	JVA INCORPORATED	84083	14-40-5500	3rd st -2019	30,165.00
Total 32025:							42,587.67
05/20	05/06/2020	32026	Kimley-Horn and Associates, Inc	096936000-0	14-40-5405	Services through 3/15/20	11,700.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 32026:							11,700.00
05/20	05/06/2020	32027	KONICA MINOLTA BUSINESS S	265593079	01-40-5315	b&W copies	20.10
05/20	05/06/2020	32027	KONICA MINOLTA BUSINESS S	265593079	01-40-5315	Color copies	225.54
Total 32027:							245.64
05/20	05/06/2020	32028	KONICA MINOLTA PREMIER FIN	408935484	01-40-5315	Copier Lease 3/2020 TH up	95.79
05/20	05/06/2020	32028	KONICA MINOLTA PREMIER FIN	408935484	01-40-5315	Copier Lease TH down	123.82
05/20	05/06/2020	32028	KONICA MINOLTA PREMIER FIN	408935484	01-40-5315	Copier Lease 537 Main st	96.12
Total 32028:							315.73
05/20	05/06/2020	32029	Laura Owen	052220	01-11-4112	Room rental refund	200.00
Total 32029:							200.00
05/20	05/06/2020	32030	LITTLE THOMPSON WATER DIS	042020 6010	06-47-5305	5423 wc 32	28.15
05/20	05/06/2020	32030	LITTLE THOMPSON WATER DIS	042020 6188	01-40-5305	150 Main 4/2020	30.50
05/20	05/06/2020	32030	LITTLE THOMPSON WATER DIS	042020 6202	01-45-5305	2700 wc 34.5 4/2020	73.24
05/20	05/06/2020	32030	LITTLE THOMPSON WATER DIS	042020 6218	01-45-5305	190 1st 4/2020	73.24
05/20	05/06/2020	32030	LITTLE THOMPSON WATER DIS	042020 6225	01-40-5305	365 Welker 4/2020	30.50
05/20	05/06/2020	32030	LITTLE THOMPSON WATER DIS	042020 6576	06-47-5305	4504 E Welker 4/2020	39.19
05/20	05/06/2020	32030	LITTLE THOMPSON WATER DIS	042020 6577	01-45-5305	156 Eagle 4/2020	38.93
05/20	05/06/2020	32030	LITTLE THOMPSON WATER DIS	042020 6578	01-42-5305	537 Main PD 4/2020	20.26
05/20	05/06/2020	32030	LITTLE THOMPSON WATER DIS	042020 6578	01-44-5305	537 Main PW	20.25
05/20	05/06/2020	32030	LITTLE THOMPSON WATER DIS	042020 6579	01-45-5305	16775 North creek 4/2020	88.69
05/20	05/06/2020	32030	LITTLE THOMPSON WATER DIS	042020 6580	01-45-5305	441 3rd (6580)	88.69
05/20	05/06/2020	32030	LITTLE THOMPSON WATER DIS	042020 6581	01-45-5305	10 Fairburn 4/2020	30.50
05/20	05/06/2020	32030	LITTLE THOMPSON WATER DIS	042020 6582	01-40-5305	441 3rd 4/2020	34.12
05/20	05/06/2020	32030	LITTLE THOMPSON WATER DIS	0420206620	01-40-5305	501 3rd 4/2020	28.15
Total 32030:							624.41
05/20	05/06/2020	32031	MAC EQUIPMENT INC	289955	01-45-5253	Oil	123.82
Total 32031:							123.82
05/20	05/06/2020	32032	MCDONALD FARMS ENTERPRI	037903-1088	01-40-5310	Rolloff 4.10.20	366.83
05/20	05/06/2020	32032	MCDONALD FARMS ENTERPRI	492515-1028	06-47-5231	Vac Tanker 4/24/20	600.00
Total 32032:							966.83
05/20	05/06/2020	32033	MICHOW COX & MCASKIN LLP	MEAD.MAR2	01-40-5400	Legal Services, general 3/2020	13,546.18
05/20	05/06/2020	32033	MICHOW COX & MCASKIN LLP	MEAD.MAR2	01-40-5435	Legal Services general, meadowridge 3/	48.75
Total 32033:							13,594.93
05/20	05/06/2020	32034	NEXTRUST, INC.	273321	06-40-5205	Sewer Bills 4/2020	334.00
05/20	05/06/2020	32034	NEXTRUST, INC.	273321	06-40-5410	Sewer Bills 4/2020	170.43
Total 32034:							504.43
05/20	05/06/2020	32035	OCCUPATIONAL HEALTH CENT	14061312	01-42-5700	Police screen	704.50

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 32035:							704.50
05/20	05/06/2020	32036	POWER EQUIPMENT COMPANY	RSA003725-	01-44-5369	Equipment Rental	1,000.00
Total 32036:							1,000.00
05/20	05/06/2020	32037	Precision Employment Consulting	043020	01-40-5401	Consulting 4/2020	2,268.00
Total 32037:							2,268.00
05/20	05/06/2020	32038	RON'S PRINTING CENTER	139277	01-40-5202	Hampshire bus. cards	53.30
05/20	05/06/2020	32038	RON'S PRINTING CENTER	139334	01-40-5202	BOT bus. cards	266.50
Total 32038:							319.80
05/20	05/06/2020	32039	RPS PLAN ADMIN/24HR FLEX	48215	01-40-5068	Flex TPA 5/2020	145.00
Total 32039:							145.00
05/20	05/06/2020	32040	SAFETY & CONSTRUCTION SU	0058152-IN	01-44-5255	Cartridge	119.70
05/20	05/06/2020	32040	SAFETY & CONSTRUCTION SU	0058153-IN	01-44-5255	face cover	30.00
Total 32040:							149.70
05/20	05/06/2020	32041	ST. VRAIN VALLEY SCHOOL DIS	316	01-45-5260	Basketball Gym Use 1/18 - 2/29/20	1,352.75
Total 32041:							1,352.75
05/20	05/06/2020	32042	Stephen & Angela Scohy	042920	99-01-1075	Utility refund acct 1645.02	64.71
Total 32042:							64.71
05/20	05/06/2020	32043	STERLING TALENT SOLUTIONS	8137865	01-40-5700	Background Checks admin	37.25
Total 32043:							37.25
05/20	05/06/2020	32044	Sue Westervelt	042820	01-13-4624	Refund senior trip	27.00
Total 32044:							27.00
05/20	05/06/2020	32045	TDS	6545 041920	01-40-5325	Internet 5/2020	457.30
Total 32045:							457.30
05/20	05/06/2020	32046	THE HARTFORD-GROUP BENE	92520901132	01-40-5066	STD / LTD Insurance 5/2020	213.69
05/20	05/06/2020	32046	THE HARTFORD-GROUP BENE	92520901132	01-41-5066	STD / LTD Insurance 5/2020	52.92
05/20	05/06/2020	32046	THE HARTFORD-GROUP BENE	92520901132	01-42-5066	STD / LTD Insurance 5/2020	288.88
05/20	05/06/2020	32046	THE HARTFORD-GROUP BENE	92520901132	01-43-5066	STD / LTD Insurance 5/2020	125.86
05/20	05/06/2020	32046	THE HARTFORD-GROUP BENE	92520901132	01-44-5066	STD / LTD Insurance 5/2020	141.81
05/20	05/06/2020	32046	THE HARTFORD-GROUP BENE	92520901132	01-45-5066	STD / LTD Insurance 5/2020	153.16
05/20	05/06/2020	32046	THE HARTFORD-GROUP BENE	92520901132	06-40-5066	STD / LTD Insurance 5/2020	56.38
05/20	05/06/2020	32046	THE HARTFORD-GROUP BENE	92520901132	20-40-5066	STD / LTD Insurance 5/2020	34.20
Total 32046:							1,066.90

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
05/20	05/06/2020	32047	THE STAGE DEPOT	8241	01-45-5500	PO 20-0324100 Stage	15,221.94
Total 32047:							15,221.94
05/20	05/06/2020	32048	TRACTOR SUPPLY CREDIT PLA	9125 042020	01-44-5210	Supplies	88.92
05/20	05/06/2020	32048	TRACTOR SUPPLY CREDIT PLA	9125 042020	01-44-5215	hitch pin	14.99
Total 32048:							103.91
05/20	05/06/2020	32049	UNITED POWER	040320 1265	01-45-5305	Founders booster 4/2020	20.00
05/20	05/06/2020	32049	UNITED POWER	040320 1295	01-45-5305	Mead ponds 4/2020	20.00
05/20	05/06/2020	32049	UNITED POWER	040320 1430	06-47-5305	WWTP 4/2020	3,269.39
05/20	05/06/2020	32049	UNITED POWER	040320 1683	01-45-5305	Liberty park irrig	21.11
05/20	05/06/2020	32049	UNITED POWER	040320 1690	01-45-5305	Feather ridge 4/2020	20.00
05/20	05/06/2020	32049	UNITED POWER	040320 1715	01-45-5305	Sprinkler clock 4/2020	20.00
05/20	05/06/2020	32049	UNITED POWER	040320 1761	01-40-5305	Town hall 4/2020	255.67
05/20	05/06/2020	32049	UNITED POWER	040320 1777	01-45-5305	Gazebo 4/2020	20.45
05/20	05/06/2020	32049	UNITED POWER	040320 1894	01-42-5305	Modular pd 4/2020	85.88
05/20	05/06/2020	32049	UNITED POWER	040320 1894	01-44-5305	Modular pw 4/2020	85.88
05/20	05/06/2020	32049	UNITED POWER	040320 6130	01-45-5305	Area light 4/2020	10.25
05/20	05/06/2020	32049	UNITED POWER	040320 6753	01-45-5305	N creek irrig 4/2020	20.00
05/20	05/06/2020	32049	UNITED POWER	040320 7490	06-47-5305	Lake Thomas pump 4/2020	27.27
05/20	05/06/2020	32049	UNITED POWER	040320 8370	01-44-5305	Shop 4/2020	80.08
05/20	05/06/2020	32049	UNITED POWER	040320 8860	01-44-5305	Streetlights 4/2020	3,209.40
05/20	05/06/2020	32049	UNITED POWER	040320 9630	06-47-5305	WWTP Lagoon 4/2020	28.16
Total 32049:							7,193.54
05/20	05/06/2020	32050	VERIS ENVIRONMENTAL LLC	J010388	06-47-5231	Sludge Disposal WE 4.19.20	1,014.00
05/20	05/06/2020	32050	VERIS ENVIRONMENTAL LLC	J010414	06-47-5231	Sludge Disposal WE 4.26.20	1,014.00
Total 32050:							2,028.00
05/20	05/06/2020	32051	XCEL ENERGY	681596508	01-40-5305	Town HALL 3/19-4/20/20	124.54
05/20	05/06/2020	32051	XCEL ENERGY	681794440	01-40-5305	537 4th St 3/19-4/20/20	232.22
Total 32051:							356.76
Grand Totals:							145,527.99

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-02-2000	.00	93,744.33-	93,744.33-
01-11-4112	487.50	.00	487.50
01-13-4624	54.00	.00	54.00
01-40-5066	213.69	.00	213.69
01-40-5068	145.00	.00	145.00
01-40-5200	22.90	.00	22.90
01-40-5202	319.80	.00	319.80
01-40-5215	49.85	.00	49.85
01-40-5305	735.70	.00	735.70
01-40-5310	608.33	.00	608.33

GL Account	Debit	Credit	Proof
01-40-5315	561.37	.00	561.37
01-40-5325	457.30	.00	457.30
01-40-5331	4.11	.00	4.11
01-40-5353	700.00	.00	700.00
01-40-5400	13,546.18	.00	13,546.18
01-40-5401	2,268.00	.00	2,268.00
01-40-5405	827.87	.00	827.87
01-40-5435	48.75	.00	48.75
01-40-5440	8,772.80	.00	8,772.80
01-40-5700	37.25	.00	37.25
01-41-5040	1,000.00	.00	1,000.00
01-41-5066	52.92	.00	52.92
01-41-5230	95.83	.00	95.83
01-42-5066	288.88	.00	288.88
01-42-5216	17,715.83	.00	17,715.83
01-42-5254	560.30	.00	560.30
01-42-5305	106.14	.00	106.14
01-42-5330	41.45	.00	41.45
01-42-5700	968.18	.00	968.18
01-43-5066	125.86	.00	125.86
01-43-5330	250.00	.00	250.00
01-44-5066	141.81	.00	141.81
01-44-5201	3,287.50	.00	3,287.50
01-44-5210	573.72	.00	573.72
01-44-5215	14.99	.00	14.99
01-44-5216	1,713.21	.00	1,713.21
01-44-5255	149.70	.00	149.70
01-44-5305	3,395.61	.00	3,395.61
01-44-5363	1,281.20	.00	1,281.20
01-44-5369	1,006.50	.00	1,006.50
01-44-5600	13,204.70	.00	13,204.70
01-45-5066	153.16	.00	153.16
01-45-5253	123.82	.00	123.82
01-45-5260	1,352.75	.00	1,352.75
01-45-5305	545.10	.00	545.10
01-45-5372	512.83	.00	512.83
01-45-5500	15,221.94	.00	15,221.94
06-02-2000	.00	9,631.23-	9,631.23-
06-40-5066	56.38	.00	56.38
06-40-5205	334.00	.00	334.00
06-40-5405	2,822.00	.00	2,822.00
06-40-5410	170.43	.00	170.43
06-47-5215	228.26	.00	228.26
06-47-5231	2,628.00	.00	2,628.00
06-47-5305	3,392.16	.00	3,392.16
14-02-2000	.00	41,865.00-	41,865.00-
14-40-5405	11,700.00	.00	11,700.00
14-40-5500	30,165.00	.00	30,165.00
20-02-2000	.00	34.20-	34.20-
20-40-5066	34.20	.00	34.20
99-01-1075	253.23	.00	253.23
99-02-2000	.00	253.23-	253.23-
Grand Totals:	<u>145,527.99</u>	<u>145,527.99-</u>	<u>.00</u>

TO: Honorable Mayor and Trustees

FROM: Helen Migchelbrink, Town Manager

DATE: May 11, 2020

SUBJECT: Town Manager Report

Administration

- Town staff are complying with all COVID related mandates issued by Governor Polis such as social distancing, telecommuting where possible, and the wearing of facemasks.
- The basketball and tennis courts are now open. The Summer concert and movie series, the fishing derby, and bike parade have been canceled due to the ongoing COVID19 Safer at Home order. Senior take-out lunch continues every Thursday. The Police Department building is open to the public between 9:00 and 4:00 Monday through Friday.
- The Town Hall building will open to the public on May 18 and staff will resume the processing of passports by appointment only, building permits and other town functions. A memo is attached to this report.
- County Road 5 has opened to through traffic from Adams Avenue south to SH 66 with the completion of the road paving as part of the Sorrento Subdivision.
- The Town's financial audit began April 20 and is ongoing. The auditors have all the information they need to move forward.
- An annual routine review of town records was completed in first quarter. The 2020 Records Retention Annual Report is attached.
- 2020 Grants to Community Organizations update is attached.
- The next Richie Brothers auction is slated for May 19 and is online only with no onsite bidding. To date there are 2136 pieces of equipment up for auction.
- The Impact Fee study is underway. An initial kickoff meeting was held May 6.
- Public Works will host a branch and yard waste drop off at Mead Ponds on May 29 and 30. Friday from 8:00-3:00 and Saturday from 8:00-12:00. The event will be similar to Clean Up Day, but no trash will be accepted.
- 24 residential building permits were issued the last two weeks for the Sorrento and Highlands subdivisions (last year we had a total of 11 single family permits)
- Boards and Commissions
 - The Planning Commission will meet May 20.
 - The Finance Committee is scheduled to meet by Zoom on May 12.
- Human Resources
 - The Town is seeking 3 additional officers and an SRO

Planning and Building

- Staff is working with SAFEbuilt to streamline and automate building permit application process. Better utilization of tracking software capabilities will allow applications to be directly uploaded into system, thereby saving staff time and shortening review periods.
- Staff continues to work with applicants in anticipation of receiving new proposals for a variety of developments. Pending projects include the Kiteley Annexation (Hwy 66/CR 7), Agfinity Store (Welker/3rd St.) and Liberty Ranch Townhomes (CR 7/Hwy 66).

Public Works and Engineering

- Staff attended a GIS training for a mobile mapping application to help locate utilities in the field.
- Staff is preparing bid documents for the annual street maintenance chip and slurry seal program.
- The new backhoe was delivered.
- The first street sweeping of the year is complete.
- A kick-off meeting was held on May 4th for the design of the Public Works facility. Construction documents are expected mid-August, and staff will apply for a DOLA Energy/Mineral Impact Assistance Fund Grant at that time to help fund the project construction. DOLA hearings will be conducted in November, and if awarded, construction could begin in early 2021.

Community Engagement

- May Mead Messenger was published May 1; first month using MailChimp to create and send the newsletter
- Staff will begin tracking analytics (open rates, etc.) for The Mead Messenger – a feature provided by MailChimp
- Began promoting the yard waste collection event: social, web, fun fact Friday, signage, etc.
- Canceled summer events and began reaching out to stakeholders
- Department is brainstorming ways to engage the community: kids, families and seniors
- Working with Department of Wildlife to have Mead Ponds stocked with trout by May 15

Police Department

- Report Attached



TO: Honorable Mayor Colleen Whitlow and Town Council

CC: All Town Employees

FROM: Helen Migchelbrink, Town Manager

DATE: May 1, 2020

SUBJECT: COVID-19 Recovery Plan

As the State begins the transition from Stay at Home to Safer at Home, the Town of Mead will begin to slowly move towards fully opening all Town facilities to serve the needs of our citizens. As we move forward, we want to exercise caution to not move too quickly and to be mindful of all safety precautions to keep our staff and customers safe. We are in this together and we all need to take personal responsibility to keep ourselves safe and to be positive role models for each other.

To be responsible and do our part to help prevent a regression due to COVID-19, we will be implementing the following plan of action for us to transition into a fully operational status. This proactive plan provides the Town with the gradual opening of facilities, while minimizing the risk of infection and ensuring that services are still delivered to our community. Please note, this plan is subject to change based on variations in COVID-19 cases and the guidance and direction provided by the County Health Departments, Colorado Department of Public Health and Environment (CDPHE), and the Governor's Office.

Sick/Stay at Home Guidance

Individuals experiencing symptoms of COVID-19 are required to self-quarantine until their symptoms cease or until they have a negative test result. Due to limited testing availability and the narrow criteria for testing, if an individual has tested positive for COVID-19 or has developed symptoms of COVID-19, including early or mild symptoms (such as cough or shortness of breath), they should be in isolation (staying away from others). Isolation should remain in effect until they have had no fever for at least seventy-two (72) hours (three full days of no fever, without the use of medicine that reduces fevers, and until other symptoms have improved (such as cough or shortness of breath) and at least seven (7) days have passed since symptoms first appeared. **Bottom line: if you have even the slightest symptoms of COVID19, stay home from work.**



Non-Medical Mask/Face Coverings

The use of Personal Protective Equipment (PPE) is in conjunction with existing preemptive measures like washing your hands frequently, using hand sanitizer, and maintaining a 6-foot distance from others. Please continue to do these things even if you are using gloves and a mask.

The chart below provides guidance about when the use of PPE should occur.

Environment	Use of Non-Medical Face Coverings	Additional Guidance
Interaction with External Customers	Face coverings shall be worn for all interactions	If latex gloves are available, use one set per interaction
Interactions with Coworkers	Face coverings shall be worn if within a 6' distance	Latex gloves optional, not necessary
While working at an individual workspace	Not required unless adjacent worker is within a 6' distance	
Exceptions	If an employee feels more comfortable wearing a mask at all times, they may do so	If an employee feels more comfortable wearing latex gloves at all times, they may do so, if they are provided by the employee

Meetings that can be conducted through Zoom or other online platforms should continue to be held that way. Good hygiene including handwashing for the appropriate amount of time and frequently disinfecting surfaces, cell phones, and personal equipment should be done often. Error on the side of caution and continue all social distancing requirements. Be mindful of the needs of others.

The following dates represent tentative milestones to reopen our Town offices, parks and facilities. Please remember this is subject to change based on new information.

Monday April 27- Sunday May 3

- Town parks remain open for recreation with social distancing required; playgrounds are closed.
- Tennis and basketball courts are open for the public to use, adhering to social distancing requirements.
- All summer events (concerts, movies, fishing derby, bike parade, car show, etc.) are canceled through August.



- Fall sports, Veterans Day, Community Day, Christmas in the Park, and other upcoming events will be re-evaluated in June, July and August to determine if it is safe for the event to take place.
- Senior lunch will continue as a take-out option to further protect the vulnerable members of the community until further notice.

Monday May 4 – Sunday May 10

- The lobby at PD/PW will open to the public between 9:00 AM and 4:00.
- Office staff at Town Hall will work an alternating schedule at home and in the office, with a goal of 20 hours in the office for each employee.
- Town Hall will remain closed to the public; meetings may be set by appointment as required.

Monday May 11 – Sunday May 17

- All staff will return to the office full time, including those working from home.
- Town Hall will remain closed to the public; meetings may be set by appointment as required.

Monday May 18- Sunday May 24

- Town Hall will be open to the public with restrictions, such as limiting the number of people allowed in the lobby, maintaining a six foot distance per the social distancing requirement, wearing masks when interacting with the public, allowing no open public access behind the glass enclosure at the front desk, and disinfecting and cleaning all surfaces after any interaction with a community member. Additionally, the public will be asked to wear a mask in Town Hall.
- Town facilities, such as the Community Room, conference rooms and parks will not be available for rental by the public.
- Playgrounds and restrooms will likely re-open to the public pending guidance from the State.



Thurs/Friday - May 29-30

- Public Works will host a branch and yard waste drop off at Mead Ponds on Friday from 8:00-3:00 and Saturday from 8:00-12:00. The event will be similar to Clean Up Day, but no trash will be accepted.
- Staff will not check for permits, only direct traffic and ensure loads are clean. Bagged yard waste should be removed from the bag by the citizens at the dump site.
- Signs will be created to minimize interaction with the public as much as possible.

Monday June 1

- The ability to have small group meetings of less than ten people will be reevaluated. These would be in the Community Room by appointment only. Disinfection before and after the meeting will be required.
- Zoom meetings will still be encouraged.

Thank you to each and every one of you for helping to make Mead the wonderful community that it is. Please remember to look out for each other and be kind. Each day is a gift and provides us with an opportunity to smile and brighten somebody's day!



Agenda Item Summary

MEETING DATE: May 11, 2020

SUBJECT: 2020 Records Retention Annual Report

PRESENTED BY: Mary Strutt, Town Clerk / Treasurer

SUMMARY

Mead Municipal Code Section 2-11-40, requires the Town Clerk to annually advise the Board of Trustees about the disposal of records. The Town follows the Colorado Municipal Records Retention Schedule created by the Colorado State Archivist.

Below is a list of those records which were destroyed May, 2020. The number in parenthesis is the retention term as set forth in the Colorado Municipal Records Retention Schedule.

The following records were disposed of as part of a routine review:

- 2012-2015 Financial Records (4-7 yrs)
- 2014 & 2017 HR Records (2-5 yrs)
- 2015 Municipal Court Case Files (4 yrs)
- 2016 Utility Billing Cash Receipts (3 yrs)
- 2016 Election Records (6mos-3yr)
- 2017 Municipal Court – voided tickets & release of Info (2 yrs)
- 2018 Election-Campaign Finance Reports
- 2018-2019 Pool Veh Use log (until no longer needed for reference)
- 01/2019-05/2019 BOT/PC/MURA meeting audio recordings (6 mos)
- 5/2019-11/2019 Notes from BOT meetings (after minutes approved)

The following records were disposed of as part of an ongoing records management effort. The categories listed here are general. Specific destruction records are maintained by the Clerk's office. There are some items in each of these categories which are retained longer, even permanently.

- 1999-2007 CO DOR Sales Tax Rpts (2 yrs after audit)
- 2008-2013 Insurance & WC Claim Files (6 yrs)
- 2009-2013 CIRSA Policy Renewals & WC (6 yrs)
- 2009-2013 Affidavits of Publication (6 yrs)
- 2012-2017 Passport Agency Recs & Transmittal Forms (2yrs)
- 2014-2017 Open Rec Req & Doc (2yrs)

2015 Rejected Bids (3 yrs)
2015-2016 Receipt Books (3 yrs)
2015-2017 Room Res Forms (2 yrs)
2017-5/2019 Court audio recordings (6 mos)

FINANCIAL CONSIDERATIONS

Records are disposed of by Shred-It. The cost is by pound and is set according to the Colorado State Price Agreements.

STAFF RECOMMENDATION/ACTION REQUIRED

None



Agenda Item Summary

MEETING DATE: May 11, 2020

SUBJECT: Update on 2020 Grants to Community Organizations

PRESENTED BY: Mary Strutt, Town Clerk / Treasurer

SUMMARY

On October 14, 2019, the Board of Trustees awarded 2020 Grants to Community Organizations. Due to the coronavirus pandemic and stay at home orders, many events were cancelled or changed. An update on the Grants is noted below:

Mead Elementary PAC Awarded \$500 for annual fundraising gala scheduled for 3/20/2020 at Scooterhinge. The event was cancelled, however online auctions and fundraising did continue and funds will be used as requested to support elementary school students.

Mead Middle School Choir Awarded \$1700 for students to participate in the Colorado Middle School All State Choir in February 2002. Students did participate in this event.

Mead Middle School PAC Awarded \$800 to help with the costs of the 2019 Veterans Day Breakfast. This event was held on November 11, 2019.

MH Boosters Awarded \$1000 as a general donation for use in support of teachers, clubs, sports and students at Mead High School.

Mead Motorheads Awarded \$600 for annual Memorial Day Car Show to help defray the cost of advertising, trophies, t-shirts, insurance, etc. The event has been rescheduled to Labor Day 2020.

FINANCIAL CONSIDERATIONS

None

STAFF RECOMMENDATION/ACTION REQUIRED

None



Mead Police Department Monthly Activity - April 2020

STAFFING:

Sergeants Ellis, Schreiner, Officers Abuso, Barela, Dixon, Ross and Community Service Officer Trujillo are working patrol.

Officer Chris Mace is progressing through field training.

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

TRAINING:

Scenario Training – Officers received scenario (simunitions) training in suicidal subject response and active killer response.

Tactical Training – Officers received two hours of building search tactics.

Michelle Ross – received records, Spillman and evidence training during the weeks of April 20 and 27.

MONTHLY STATS:

Total Calls for Service (CFS) = 323 CAD entries

Traffic Contacts: 51 total, 17 warnings, 12 citations

Crashes: 10 responses (on accident alert due to COVID19)

Parking: 5 total, 2 citations, 3 warning and 8 abandoned vehicle complaints

Alarm Calls: 16 responses, 11 confirmed false alarms

NOTABLE CALLS FOR SERVICE:

CRIME – LOCATION – CASE NUMBER - DATE

Suspicious Vehicle – 7th / Palmer – 20ML01143 – 04/04/2020

Officers contacted a suspicious vehicle. The vehicle license was associated with a BOLO from Longmont. The vehicle was taken without permission, not stolen, but returned to owner.

Sex Offense – Mead – 20ML01164 – 04/06/2020

Mandatory reporter reported incident that occurred in late 2019.

Found Property – WCR 34 / WCR 5 – 20ML01187 – 04/09/2020
A camera was found and turned into the police department.

Dog at Large – WCR 38 / WCR 7 – 20ML01214 – 04/11/2020
A female German Shepherd puppy was found by a resident and transported to Longmont Humane Society by police.

Crash w/injuries – Hwy 66 / west of I-25 – 20ML01225 – 04/12/2020
Single vehicle crash with injuries. Driver cited for careless driving.

Crash non-injury – Hwy 66 @ mm46 – 20ML01228 – 04/13/2020
Two vehicle crash, driver cited for careless driving.

Animal – Singletree Drive – 20ML01229 – 04/13/2020
Cold dog bite reported through mandatory reporter. Follow up investigation completed; no citation issued.

DUI – I-25 NB mm246 – 20ML01273 – 04/20/2020
Intoxicated driver reported, Officer in the area found the vehicle and initiated an investigation. Driver arrested for DUI and weaving.

Stolen Vehicle – Mulligan Drive – 20ML01275 – 4/20/2020
Vehicle left unlocked with keys. Vehicle discovered abandoned in the area, a firearm was stolen out of the vehicle. Under investigation.

Stolen Vehicle, Weapons, Drugs, Trespassing – █████ WCR 36 – 20ML01336 – 4/24/2020
Officer Barela observed two vehicles trespassing on the property. One vehicle had been stolen and she contacted one male, while requesting backup. Officers from multiple agencies responded and searched for additional suspects. Two were contacted. Two were arrested and charged multiple crimes. Guns and drugs were recovered from the stolen vehicle. (see press release for further).

Threats by text message – Mead – 20ML01350 – 04/25/2020
Victim reported disturbing and threatening text messages which demanded payment. This is a scam with victims across the country.

Crash – Hwy 66/I-25 – 20ML01407 – 04/29/2020
Two vehicles side-swiped, no injuries.

Warrant – Hwy 66/WCR 5 – 20ML01411 – 04/29/2020
Officer observed driver following too close and passing where unsafe. Driver had a warrant for arrest.



**PROCLAMATION
Declaring May 2020
Neurofibromatosis Awareness Month**

Whereas, The Children's Tumor Foundation is observing May 2020 as Neurofibromatosis (NF) Awareness Month to educate the public about this rare genetic disorder; and

Whereas, NF affects all populations equally, regardless of race, ethnicity or gender; and

Whereas, NF causes tumors to grow on nerves throughout the body and also can affect development of the brain, cardiovascular system, bones and skin; and

Whereas, The Children's Tumor Foundation leads efforts to promote and financially sponsor world-class medical research aimed at finding effective treatments and, ultimately, a cure for NF; and

Whereas, The Children's Tumor Foundation works to improve access to quality patient healthcare through its national NF Clinic Network; and

Whereas, The Children's Tumor Foundation provides patient and family support through its information resources, youth programs, and local chapter activities; and

Whereas, Much remains to be done in raising public awareness of NF to help promote early diagnosis, proper management and treatment, prevention of complications, and support for research;

Now Therefore, I, Coleen G. Whitlow, Mayor, Town of Mead, in recognition of this important initiative, do hereby proclaim the month of May 2020 as

Neurofibromatosis (NF) Awareness Month.

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

On this 11th day of May, 2020

Colleen G. Whitlow
Mayor



PROCLAMATION
Declaring May 10 through May 16, 2020
National Police Week

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

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

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

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

NOW, THEREFORE, I, Colleen Whitlow, Mayor of the Town of Mead, Weld County, Colorado, do hereby proclaim and call upon all citizens of the Town of Mead to observe the week of May 10 through May 16, 2020 as National Police Week in the Town of Mead.

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

On this 11th day of May, 2020

Colleen G. Whitlow
Mayor



National Public Works Week Proclamation

May 17 – 23, 2020

“It Starts Here”

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

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

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

WHEREAS, the year 2020 marks the 60th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

RESOLVED, I, **Colleen G. Whitlow, Mayor**, do hereby designate the week May 17 – 23, 2020 as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association/Canadian Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

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

On this 11th day of May, 2020

Colleen G. Whitlow
Mayor



Agenda Item Summary

MEETING DATE: May 11, 2020
SUBJECT: 2020 Pavement Marking and Striping Application Services
PRESENTED BY: Erika Rasmussen, Town Engineer/Public Works Director

SUMMARY

Staff is utilizing a cooperative purchasing agreement with the City of Loveland, Colorado to obtain a competitive price for pavement marking and striping application services from Loveland Barricade LLC.

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 been completed. In this case, the Town of Mead has secured the same unit pricing extended to the City of Loveland for the pavement marking and striping application services.

Pavement markings are an important component of a safe and efficient road network. Markings need to be refreshed regularly to ensure their effectiveness and compliance with the Manual on Uniform Traffic Control Devices (MUTCD). Markings include lane lines, crosswalks, stop bars, railroad crossings, turn arrows and words.

FINANCIAL CONSIDERATIONS

The approved 2020 budget allocated \$75,000 for Pavement Marking (01-44-5367).

In previous years, pavement marking was typically completed only on the roads that were chip-sealed and selected school routes. Pavement markings should be refreshed on an annual basis at a minimum, and will be accomplished within this \$75,000 budget.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends awarding the contract to Loveland Barricade LLC. for an amount not to exceed seventy-five thousand dollars (\$75,000).

Suggested Motion – "I move to adopt Resolution No. 56-R-2020 approving a professional services agreement with Loveland Barricade LLC, for pavement marking and striping application services, in the not to exceed sum of \$75,000."

ATTACHMENTS

Resolution No. 56-R-2020
Professional Services Agreement

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 56-R-2020**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING
A PROFESSIONAL SERVICES AGREEMENT WITH LOVELAND
BARRICADE LLC, FOR PAVEMENT MARKING AND STRIPING
APPLICATION SERVICES**

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

WHEREAS, the Town desires to complete certain pavement marking and striping application services in 2020 (“Services”); and

WHEREAS, the Town has secured competitive pricing for the Services through a cooperative purchasing arrangement with the City of Loveland, specifically an extension of unit pricing secured via City of Loveland ITB #2020-33; and

WHEREAS, Town Staff is recommending that the Town enter into a professional services agreement (the “Agreement”) with **Loveland Barricade LLC**, a Colorado limited liability company (the “Contractor”), to establish the terms and conditions applicable to the Contractor’s completion of the Services for and on behalf of the Town; and

WHEREAS, the Board of Trustees desires to approve the Agreement with Contractor in the not-to-exceed amount of seventy-five thousand dollars (\$75,000.00), in substantially the form attached to this Resolution as **Exhibit 1**; and

WHEREAS, the Board further desires to authorize the Mayor to execute the Agreement on behalf of the Town once in final form.

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

Section 1. The Board of Trustees hereby: (a) approves the Agreement with Contractor in the not-to-exceed amount of seventy-five thousand dollars (\$75,000.00), (b) authorizes the Town Attorney to make such changes as may be needed to correct any non-material errors or language or to negotiate such changes to the Agreement as may be appropriate and that do not materially increase the obligations of the Town, and (c) authorizes the Mayor to execute the Agreement on behalf of the Town, after the Contractor has delivered the executed Agreement to the Town, together with proof of insurance, and any other documents specifically required by the Agreement.

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 11TH DAY OF MAY, 2020.

ATTEST:

TOWN OF MEAD

By _____
Mary E. Strutt, MMC, Town Clerk

By _____
Colleen G. Whitlow, Mayor

Town of Mead, Colorado
AGREEMENT FOR PROFESSIONAL SERVICES

Project/Services Name: 2020 Pavement Marking and Striping Application Services

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into by and between the **TOWN OF MEAD**, a municipal corporation of the State of Colorado, with offices at 441 Third Street, Mead, Colorado 80542 (the “Town”), and **LOVELAND BARRICADE LLC**, a Colorado limited liability company with offices at 4335 Ward Avenue, Loveland, CO 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. 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.

D. 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 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.

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 XII.D of this Agreement or such other address as either Party may notify the other of and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

III. REPRESENTATIVES AND SUPERVISION

A. Town Representative. The Town representative responsible for oversight of this Agreement and the 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 Joseph Brandt ("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.

IV. 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 IV and its subsections. Compensation to be paid hereunder shall not exceed Seventy-five thousand dollars (\$75,000.00) (“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. 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 A**. 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 Not-to-Exceed Amount in a single lump sum payment on [insert date here, if applicable] .

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.

V. 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.

VI. 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.

VII. 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 One Million Dollars (\$1,000,000.00) 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 _____ Dollars (\$____.____) 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 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.

VIII. 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. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. ILLEGAL ALIENS

The 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.

X. REMEDIES

A. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the Town may exercise the following remedial actions if the 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.

XI. 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.

XII. MISCELLANEOUS

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

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

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

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

If to the Town:

If to Contractor:

Town of Mead Attn: Town Manager 441 Third Street P.O. Box 626 Mead, Colorado 80542	Loveland Barricade LLC Attn: Joseph Brandt 4335 Ward Avenue Loveland, CO 80538
With Copy to: Michow Cox & McAskin LLP Attn: Mead Town Attorney 6530 S. Yosemite Street, Suite 200 Greenwood Village, Colorado 80111	With Copy to: Loveland Barricade LLC 3350 Honholz Drive Loveland, CO 80538

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 XII shall not authorize assignment.

M. No Third-Party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or subcontractor of 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 VI (Independent Contractor), VII (Insurance), VIII (Indemnification) and XII (A) (Governing Law and Venue), (J) (Rights and Remedies), (K) Annual Appropriation), (N) (Release of Information) and (O) Attorneys’ Fees, shall survive the expiration or termination of this Agreement. Any additional terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

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

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

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 Town to disclose to Contractor any personal identifying information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, et seq., relating to third-party service providers.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGES FOLLOW

THIS AGREEMENT is executed and made effective as provided above.

TOWN OF MEAD, COLORADO

By: _____
Colleen G. Whitlow, Mayor

Date of execution: _____, 2020

ATTEST:

Mary Strutt, MMC, Town Clerk

APPROVED AS TO FORM (*excluding exhibits*):

Marcus McAskin, Town Attorney

EXHIBIT A
SCOPE OF SERVICES

All Services shall be completed in accordance with standards and specifications set forth and incorporated in City of Loveland Invitation to Bid #2020-33 (Pavement Marking and Striping Application Services), and shall be performed to the satisfaction of the Town of Mead’s Public Works Director. The Contractor shall provide a **one-year warranty** on all pavement marking and striping services (excluding normal wear and tear).

Description	Quantity	Unit	Unit Price	Total
Walk Behind Striper	75	Gallon	\$ 40.00	\$ 3,000.00
Long Line Striping	1800	Gallon	\$ 32.00	\$ 57,600.00
Thermoplastic Installation on Asphalt	1000	Square Foot	\$ 10.00	\$ 10,000.00
Thermoplastic Installation on Concrete	150	Square Foot	\$ 10.00	\$ 1,500.00
Inlay Thermoplastic Material in Asphalt	0	Square Foot	\$ 13.00	\$ -
Inlay Thermoplastic Material in Concrete	0	Square Foot	\$ 13.00	\$ -
Line and Thermoplastic Removal	100	Square Foot	\$ 2.00	\$ 200.00
Survey, Track, and Tab Layout	3	Centerline Miles	\$ 300.00	\$ 900.00
Mobilization for Work Orders Under \$2000	1	Lump Sum	\$ 300.00	\$ 300.00
Mobilization for Work Orders Over \$2000	3	Lump Sum	\$ 300.00	\$ 900.00
Inlay Grinding in Asphalt (No Material)	100	Square Foot	\$ 3.00	\$ 300.00
Inlay Grinding in Concrete (No Material)	100	Square Foot	\$ 3.00	\$ 300.00
Install Rumble Strips (Grinding)	0	Square Foot	\$ 1.00	\$ -
Install Rumble Strips (Sinusoidal, Grinding)	0	Linear Foot	\$ 1.00	\$ -
				\$ 75,000.00

A quantity estimate associated with the Services in the **Town of Mead** is attached as page 2 of this **Exhibit A** (page 17 of 17 of the PSA).

Quantity Estimate

Location	Total Gallons	Stop Bar (SF)	Arrow (SF)	Combo Arrow (SF)	ONLY (SF)	Bike/Arrow (SF)	RxR (SF)	Crosswalk (SF)
WCR 38 west of WCR 7	1.1	40						
WCR 38 east of WCR 7	95.3	30	62		45			
WCR 38 east of I-25	0.0							
WCR 36 east of WCR 7	64.2	60	62	55				
Margill Rd north of WCR 38	4.7		31		22.5	24		
Margill Rd south of WCR 38	6.8							
WCR 34 west of school to WCR 7	59.9	60	31				141	
WCR 34 west of WCR 5	23.0	30						
WCR 34 east of WCR 7 to I25	98.8		31					
WCR 32 east of WCR 7	82.7	62						
WCR 32 east of Frontage Road	121.3	30						
WCR 28 east of WCR 7 starting at chip seal section	53.2	30						
WCR 5.5 south of Hwy 66 to Saddle Drive	31.9							
WCR 7 south of Hwy 66 to High School	119.3	30	186		135			
WCR 7 north of Hwy 66 to WCR 34	148.0	26						60
WCR 7 north of WCR 34 to WCR 38	135.6	40	31	55			282	60
WCR 34.5 west of WCR 7 to WCR 5	70.6							100
WCR 5 north of WCR 34.5 to WCR 36	66.1							
WCR 5 south of WCR 34.5 to WCR 34	43.9	30						
WCR 5 south of WCR 34 to Hwy 66	132.2	70						
WCR 9.5 north from WCR 28 to Hwy 66	67.6		31					
WCR 9.5 north from Hwy 66 to Knights Way	66.7	40						
Mead Street south of SH 66 to end	27.5	60	62		45			
TOTAL	1550	644	534	117	254	31	430	226



Agenda Item Summary

MEETING DATE: May 11, 2020

SUBJECT: Resolution No. 57-R-2020 - Brown's Hill Engineering Design and Controls Professional Services Agreement

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

SUMMARY

The Town is in need of replacing the computer and associated main control system at the Wastewater Treatment Facility (WWTF). Because of the complexity of the specialty hardware, software, programming and remote monitoring needs, this is a unique purchase and installation. Staff obtained 3 quotes from vendors specializing in instrumentation and controls for wastewater systems, ranging from \$27,825 to \$49,636. The Town is recommending the low bidder, Brown's Hill Engineering and Controls, for the services.

Supervisory Control and Data Acquisition (SCADA) is a control system architecture that allows all functions of the plant to be monitored and controlled both remotely and on-site. The WWTF is not manned at all times, so accessing and controlling plant operations with a reliable system during off-hours is critical. The recommended services include replacement of the computer, and updates to the SCADA software, including a 1-year tech-support maintenance agreement. Also included is replacement of the Programmable Logic Controller (PLC) and Human Machine Interface (HMI) which is the backbone of the plant control system. These items were evaluated as separate purchases, but Staff is recommending that they be replaced at the same time for both economy of scale and to ensure compatibility.

FINANCIAL CONSIDERATIONS

This request is for an amount not to exceed \$27,825. The bids obtained are as follows:

Brown's Hill - \$ 27,825
Fluid Design and Build - \$31,900
Herbert Instrumentation - \$49,636

This purchase is an unanticipated expense, but is necessary due to recent computer errors and faults that are affecting critical daily operations of the plant. Funds are available in the Sewer Capital Outlay fund 06-47-5500.

In order to prioritize this project and still complete other necessary capital and maintenance projects identified for 2020, staff is proposing to reduce the 2020 Cured-in-place Pipe (CIPP) project scope (\$225,000), which is budgeted for rehabilitation of older sewer pipelines using an inserted lining system. Pipes that cannot be lined this year will be postponed to 2021.

STAFF RECOMMENDATION/ACTION REQUIRED

Suggested Motion –

I move to adopt Resolution No. 57-R-2020, a resolution of the Town of Mead, Colorado, approving a services agreement with Browns Hill Engineering & Controls, LLC for certain hardware and software-related services at the Town's Wastewater Treatment Facility for an amount not to exceed \$27,825.

ATTACHMENTS

Resolution No. 57-R-2020
Services Agreement

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 57-R-2020**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING
A SERVICES AGREEMENT WITH BROWNS HILL ENGINEERING &
CONTROLS, LLC, FOR CERTAIN HARDWARE AND SOFTWARE-
RELATED SERVICES AT THE TOWN'S WASTEWATER
TREATMENT FACILITY**

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 needs to replace the computer and associated main control system at the Town's Wastewater Treatment Facility ("WWTF"); and

WHEREAS, due to the specialty hardware, software, programming and remote monitoring needs at the WWTF, Town Staff obtained three (3) quotes from vendors specializing in instrumentation, control systems electrical equipment associated with the WWTF system; and

WHEREAS, Town Staff has evaluated the quotes, and is recommending that the Town enter into a services agreement with **Browns Engineering & Controls, LLC**, a Colorado limited liability company (the "Contractor") for the services required at the WWTF; and

WHEREAS, the Board of Trustees desires to approve the Services Agreement ("Agreement") with Contractor in the not-to-exceed amount of twenty-seven thousand eight hundred twenty-five dollars (\$27,825.00), in substantially the form attached to this Resolution as **Exhibit 1**; and

WHEREAS, the Board further desires to authorize the Town Manager to execute the Agreement on behalf of the Town once in final form.

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

Section 1. The Board of Trustees hereby: (a) approves the Agreement with Contractor in the not-to-exceed amount of twenty-seven thousand eight hundred twenty-five dollars (\$27,825.00), (b) authorizes the Town Attorney to make such changes as may be needed to correct any non-material errors or language or to negotiate such changes to the Agreement as may be appropriate and that do not materially increase the obligations of the Town, and (c) authorizes the Town Manager to execute the Agreement on behalf of the Town, after the Contractor has delivered the executed Agreement to the Town, together with proof of insurance, and any other documents specifically required by the Agreement.

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 11TH DAY OF MAY, 2020.

ATTEST:

TOWN OF MEAD

By _____
Mary E. Strutt, MMC, Town Clerk

By _____
Colleen G. Whitlow, Mayor

**Town of Mead, Colorado
SERVICES AGREEMENT**

**Service: Computer and Main Control System Replacement
at the Wastewater Treatment Plant**

THIS SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the **TOWN OF MEAD**, a municipal corporation of the State of Colorado, with an address of 441 Third Street, P.O. Box 626, Mead, CO 80542 (the “Town”), and **BROWNS HILL ENGINEERING & CONTROLS, LLC**, a Colorado limited liability company, with a principal office address of 8119 Shaffer Parkway, Unit C, Littleton, CO 80127 and mailing address of 8130 Shaffer Parkway, Unit A, Littleton, CO 80127 (“Contractor”) (each individually a “party” and collectively the “parties”).

For the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. SERVICES

A. Description. Contractor will furnish instrumentation, control systems, and electrical equipment relative to replacement of the SCADA computer and SBR PLC located at the Town’s Wastewater Treatment Plant (“WWTP”), (the “Services”), which are more fully described in Contractor’s proposals attached hereto as **Exhibit A**. All Services, including those described in **Exhibit A** and related software maintenance and support, shall be performed to the satisfaction of the Town’s Public Works Director.

B. Time and Location. The times, dates, locations, and frequency of the Services shall be as set forth in **Exhibit A**, or as directed by the Town’s Public Works Director or her designee.

C. Term and Termination. This Agreement shall be effective on the date of its mutual execution by the parties and shall terminate on May 31, 2021. The parties may mutually agree to amend this Agreement in writing pursuant to the amendment provisions of this Agreement. Either the Town or the Contractor may terminate this Agreement by providing the other party with advance written notice of termination. Such notice of termination shall state the date on which the Services shall terminate, which shall be no sooner than ten (10) days following the date of the notice of termination. Within thirty (30) days of the date of termination, Contractor may submit a final invoice for all unpaid Services completed pursuant to this Agreement prior to the date of termination. The Town will pay such final invoice within thirty (30) days of the date of the Town’s receipt of the final invoice. The Town shall not be obligated to pay any invoice submitted by Contractor more than thirty (30) days after the date of termination.

II. COMPENSATION

A. Payment. In consideration for performance of the Services by the Contractor, the Town shall pay Contractor an amount not to exceed **Twenty-Seven Thousand Eight Hundred Twenty-Five and 00/100Dollars (\$27,825.00)** (“Contractor Fee”). In no event shall total

compensation paid to Contractor under this Agreement exceed the Contractor NTE Fee unless the parties amend this Agreement in writing in accordance with Section V.C. below.

B. Method of Payment. Contractor may invoice the Town no more often than monthly for Services completed. The Town shall pay each invoice within thirty (30) days of the Town's receipt and approval of the invoice unless the parties agree upon another time period in writing. Notwithstanding the foregoing, upon termination of this Agreement by one or both parties, the Town shall pay the final invoice pursuant to Section I of this Agreement. All payments under this Agreement shall be by check made payable to Contractor. The Town will mail payments via first class United States Mail to the Contractor's address listed on the first page of this Agreement.

C. 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.

III. 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 _____ Dollars (\$____.) each occurrence and of _____ Dollars (\$____.) 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 _____ Dollars (\$_____) 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.

IV. 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. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the parties, as provided by C.R.S. § 13-50.5-102(8)(c).

V. MISCELLANEOUS

A. **Independent Contractor.** Contractor understands and agrees that Contractor shall perform its obligations under this Agreement as an independent contractor and not as an employee of the Town. Contractor acknowledges that it is not on Town's payroll or social security or tax withholding rolls. 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 an employee of Town for any purposes. 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.

B. **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.

C. **Integration and Modification.** This Agreement constitutes the entire agreement between the parties, superseding all prior oral or written communications. This Agreement may only be modified or amended upon written agreement signed by the parties.

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 addresses set forth on the first page of this Agreement.

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. 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.

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

H. 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 V shall not authorize assignment.

I. 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.

J. Survival. The provisions of Sections IV. (Indemnification) and V.A. (Independent Contractor), shall survive the expiration or termination of this Agreement. Any additional terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

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

M. 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.

N. 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.

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

SIGNATURE PAGE FOLLOWS

THIS AGREEMENT is executed and made effective as provided below.

TOWN OF MEAD, COLORADO:

CONTRACTOR: BROWNS HILL ENGINEERING & CONTROLS, LLC, a Colorado limited liability company

By: _____

By: _____

Printed Name: Helen Migchelbrink

Printed Name: _____

Title: Town Manager

Title: _____

Date of execution: _____, 2020

Date of execution: _____, 2020

ATTEST:

Mary E. Strutt, MMC, Town Clerk

STATE OF COLORADO

COUNTY OF _____

The foregoing Services Agreement was acknowledged before me this ____ day of _____, 2020, by _____ as _____ of **BROWNS HILL ENGINEERING & CONTROLS LLC**, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____.

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

Exhibit A

Brown's Hill Engineering and Controls Quotes:

20-124 SQ01 REV 1 – SBR PLC Replacement
20-124 SQ02 REV 2 SCADA - Computer Replacement
(two pages – attached)



Service Quote

Client: Town of Mead
Project: SBR PLC Replacement

Browns Hill Job #: 20-124 SQ01 REV 1
Quote Date: May 1, 2020

Subject: Browns Hill Engineering & Controls, LLC herein proposes to furnish instrumentation, control systems and electrical equipment specifically listed in the following "Scope of Work."

Scope of Work:

PLC Replacement

- Provide and install Qty (1) Allen Bradley CompactLogix PLC to replace existing Micro 1500.
- Utilize existing modules
- Program SBR flow proportional computer for compatibility with Ethernet communications and new CompactLogix PLC
- Program new controller and test system to ensure proper system operation.
- Update new SCADA with tags and alarms as necessary.
- Provide and install new PanelView Plus 7 10" touchscreen HMI

Only items listed on this scope of work are included in this pricing.

Browns Hill Engineering & Controls, LLC agrees to perform all work described per this proposal for the following lump sum price.

Proposal lump sum cost
\$13,425 and no/100 dollars

This proposal is valid for 30 days and subject to revision after that time.

We are now accepting all major credit cards.

We appreciate the opportunity to provide this proposal and should you have any questions please contact the undersigned at 720-344-7771.

Sincerely,

Denver Jernigan

Denver Jernigan, Client Manager Djernigan@brownshilleng.com
Browns Hill Engineering & Controls, LLC

Customer Approval:

Signature: _____

Date: _____

Name: _____



Service Quote

Client: Town of Mead
Project: SCADA Computer Replacement

Browns Hill Job #: 20-124 SQ02 REV 2
Quote Date: May 1, 2020

Subject: Browns Hill Engineering & Controls, LLC herein proposes to furnish instrumentation, control systems and electrical equipment specifically listed in the following "Scope of Work."

Scope of Work:

SCADA Computer Replacement

- Provide, configure and install Qty (1) Dell PowerEdge T140 Tower Computer to include
Intel Xeon E-2124 3.3GHz, 8M cache, 4C/4T, turbo (71W) CPU
32GB RAM
2x 2TB HDD; RAID1 Configuration
Windows 2016 Server
Dell 24" Monitor
Basic 1 year Support
- Program new HMI and test system to ensure proper system operation.
- Update FactoryTalk View SE HMI software
- Provide One Year Rockwell Automation TechConnect software maintenance agreement

NOTE: *This is a recognized and known working SCADA computer system that follows BHEC guidelines suggested by each SCADA software manufacturer. This system is designed with redundancy and hardiness that is needed for a SCADA system.*

Only items listed on this scope of work are included in this pricing.

Browns Hill Engineering & Controls, LLC agrees to perform all work described per this proposal for the following lump sum price.

Proposal lump sum cost
\$14,400 and no/100 dollars

This proposal is valid for 30 days and subject to revision after that time.

We are now accepting all major credit cards.

We appreciate the opportunity to provide this proposal and should you have any questions please contact the undersigned at 720-344-7771.

Sincerely,

Denver Jernigan

Denver Jernigan, Client Manager Djernigan@brownshilleng.com
Browns Hill Engolns & Controls, LLC

Customer Approval:

Signature: _____

Date: _____

Name: _____