



BOARD OF TRUSTEES

441 3rd Street, Mead
Monday, March 11, 2024

AGENDA

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

In accordance with the Town's Remote Participation and Remote Meeting Policy adopted by the Board of Trustees on March 13, 2023 by Resolution No. 22-R-2023, remote participation will be allowed. The meeting link will be provided on the Town's website/designated posting place at least 24 hours prior to the meeting.

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

1. Call to Order – Roll Call

Mayor Colleen Whitlow
Mayor Pro Tem Chris Cartwright
Trustee David Adams
Trustee Debra Brodhead
Trustee Trisha Harris
Trustee Chris Parr
Trustee Herman Schranz

2. Moment of Silence

3. Pledge of Allegiance to the Flag

4. Review and Approve Agenda

5. Staff Report: Town Manager Report

[a.](#) Manager Report

6. Informational Items

- a. Police Life Saving Awards
- b. Police Survey Results
- c. 2024 Spring Clean-Up Days

7. Proclamations

[a.](#) National Agricultural Day March 19, 2024

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

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

[a.](#) Approval of Minutes - Regular Meeting February 26, 2024

[b.](#) February 2024 Aging Report

[c.](#) Check Register March 11, 2024

[d.](#) **Resolution No. 24-R-2024** – A Resolution of the Town of Mead, Colorado, Approving an Agreement for Professional Services by and Between the Town of Mead and Cooperative Personnel Services, a California Joint Powers Authority (dba CPS HR Consulting), for Human Resources Services

- e. **Resolution No. 25-R-2024** – A Resolution of the Town of Mead, Colorado, Approving That Certain First Amendment to the Intergovernmental Agreement with the State of Colorado (acting by and through the Colorado Department of Transportation) for WCR 34 Bridge Over Mead Lateral Project (Project No. BRO M870-008 (24891))

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. Legislative Update

12. Elected Official Reports

- a. Town Trustees
- b. Mayor Whitlow

13. Adjournment

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

TO: Honorable Mayor and Trustees

FROM: Helen Migchelbrink, Town Manager

DATE: March 11, 2024

SUBJECT: Town Manager Report

- The annual EGGstravaganta Egg Hunt is March 23rd at Founders Park. Families can bring their own basket or bag to hunt for over 12,000 eggs. Volunteers will be stuffing eggs on Thursday, March 21st at the upstairs banquet room at The Merc. The event is free and for children ages 0-12.
- Registration is now open for the Colorado Municipal League's 102nd Annual Conference, to be held June 18 through June 21, 2024 in Loveland.
- Town Hall and the Police Station have been plagued by unstable internet and intermittent internet outages over the past two weeks. TDS is working to resolve the problems.
- The new Community Center is out for bid. The project is slated to begin later this spring with a completion date of early 2025.
- Mead Police and TBK Bank are hosting a free Community Shred Event on April 6th from 9 to 12 p.m. This event allows residents to dispose of sensitive documents while being protected from identity theft. Shredders will be on-site at the north parking lot across from Town Hall.
- The 2024 Community Event Postcard was mailed to all Mead residents last week. The postcard outlines 2024 community events and provides additional information on Clean-Up Day changes.
- Mead Clean-Up Days will be held twice this year, in May and again in October. Each event will be open for a two-week period at Front Range Landfill. All residents can pick up a voucher at Town Hall for one free trip to the Front Range Landfill. These changes were implemented because the local site is no longer sustainable due to the amount of waste and environmental regulations. The move to Front Range Landfill provides increased drop-off hours and more drop-off days, plus they accept more types of waste.
- The Town's 2023 Financial Audit is scheduled for onsite work the week of April 22nd. The audit must be filed with the Office of the State Auditor by July 31, 2023.
- Mayor Whitlow and the Town Manager continue to participate in the I-25 Corridor Coalition which meets the first Wednesday of every month at 6:30 p.m. The Town is awaiting the design of Section 5 of the I-25 widening project. Section 5 includes the area between SH 56 in Berthoud south to SH 66 in Mead. Construction activities are slated to begin in May of this year.
- Pinnacol completed an annual payroll audit for 2023 in February. An additional premium of \$18,056.00 is due based on actual wages paid. This is in line with the audit adjustment after the 2022 audit.
- The Town's 2023 Financial Audit is scheduled for onsite work the week of April 22, 2024. Preaudit work will start in March. The audit must be filed with the Office of the State Auditor by July 31, 2024.
- Kyle Estrada-Clark and Collin Mieras, Community Development Department planners, attended the Rocky Mountain Land Use Institute Conference at the University of Denver March 7th – 9th.
- The police education survey was made available to residents and business owners to provide feedback on the police department's community policing efforts. The closing date was extended to February 23, 2024, to allow for additional responses. Results will be presented to the Board of Trustees at tonight's regularly scheduled board meeting.
- The Colorado State Legislature is now in session and will consider bills that affect citizens and municipalities. Colorado Municipal League follows the legislative process and advocates for its members on several bills. The CML Statehouse Report is issued weekly on the CML website. Link: <https://www.cml.org/home/advocacy-legal/statehouse-report>.

- The Merc has applied for a temporary use permit for a Meat-In BBQ competition to be held at their location on March 17, 2024.
- Homes for Our Troops held a community kick-off honoring Marine Corporal Zachary Dinsmore. The nonprofit is building a home for the Dinsmore family in Mead.
- Municipal Court for both March and April are scheduled early in the month due to scheduling conflicts. March 7, 2024 had 41 cases on the docket.
- Current road closures due to construction can be found on the town's website: <https://www.townofmead.org/engineering/page/street-maintenanceroad-closures>.
- Key projects update:
 - 3rd and Welker Intersection – Real estate acquisition is nearing completion, which is the final step to getting final CDOT clearance to advertise for construction. Little Thompson Water District has advertised their related vault relocation project for construction, which needs to be completed in advance of the intersection construction.
 - Community Center – The project was released for bid and approximately 50 contractors attended the pre-bid meeting held on March 4th. Bids are due March 26th.
 - SH66 Pedestrian Crossing – Staff reviewed design alternatives to address utility conflicts along the Liberty Ranch property and will further develop the concept of moving the trail to the west approximately 10' to avoid most utilities.
- YTD totals for new single family home permits:
 - 2024 YTD: 16 SF Permits, 3 Certificates of Occupancy
- Boards and Commissions
 - The March Planning Commission meeting will be held on March 20th, to consider the Preliminary Plat for the Mead Community Center.
 - Staff will invite all the applicants for the open seat for Alternate Commissioner to introduce themselves to the Commission.
- Human Resources
 - The Town is advertising open positions using NeoGov recruiting platform: <https://www.governmentjobs.com/careers/townofmead>
 - Open full-time positions include Economic Development Director, Permit Technician and Police Officer.

Community Development

- The Mead Community Center Preliminary Plat will be presented to the Board of Trustees for consideration on March 25th. The Final Plat and Site Plan will be presented to the Board on April 8th.
- The Mead Towne Center building permit was issued and work has begun on the building. The owners are working with the Town's engineering staff to complete some of the remaining engineering documents.
- High Plains Library District and Mountain View Fire Rescue District have submitted a Pre-Application Consultation meeting application. The DRC members will review the comments with the Applicant team on March 14th.
- The Waterfront Final Plat for Filing No. 1 (that portion of the property north of Ronald Reagan Blvd. (WCR 28)) has been recorded. Grading for the site is likely to begin this spring.
- Staff will provide the Board with a map of those County enclave parcels that are eligible for annexation and seek guidance for a strategy to move forward.

Public Works and Engineering

- CR 38 Bridge Deck Replacement – the contractor has initiated the bridge deck repair. CR 38 is closed east of I-25 over the Mead Lateral through April. The detour route includes the I-25 frontage road, CR 36, and CR 13.

- Preparation of the annual contracts for asphalt and concrete are nearing completion. These will be renewals of existing contracts.
- Staff met with CDOT regarding the Segment 5 schedule and replacement plan for the CR 32, 34 and 38 bridges.
- The grading permit for Vale View has been issued.
- High Plains Blvd – The Public Works Director attended 3 pre-proposal meetings at Weld County with shortlisted design-build teams relative to the County’s High Plains design/build project between CR 32 and CR 34.

Community Engagement

- Community Shred Event will be held on April 6th, from 9-12 p.m. with Mead Police Department and TBK Bank. The shredding event is free to the public and allows residents to dispose of sensitive documents while protecting them from identity theft.
- Community Engagement mailed a community postcard to residents outlining the 2024 events and changes to Mead Clean-Up Days.
- Mead Clean-Up Days vouchers for spring will be available for pick up at the end of April.

Police Department

- The February Monthly Report is attached.
- Training completed on Victim’s Services, Victim’s Rights, Fraud, ID Theft, Dementia, and CarFax Driver’s Exchange.
- Last month officers responded to 965 calls, made 170 traffic stops, issued 33 traffic citations, and made 16 arrests.

CONFIDENTIAL

SECURITY

THEFT

FREE!!

COMMUNITY SHREDDING EVENT

Presented by the Mead Police Department and TBK Bank

April 6, 2024
9 a.m. to 12 p.m.
441 Third Street-Mead Town Hall

- Identity Theft Prevention
- Secure document disposal
- Quick & Convenient
- Environmentally friendly





OUR 2024 COMMUNITY EVENT CALENDAR

2024 MEAD
CLEAN-UP DAYS
May 6 -18 & October 14 -26



CLICK TO LEARN MORE!

Section 5, Item a.

- 3/23: EGGstravaganza Egg Hunt
- 4/6: Mead Police Department Shred Event
- 5/27: Mead Motorheads Car Show
- 6/1: Fishing is FUN! Fishing Clinic
- 6/8: Mead Chamber Summer Block Party
- 6/14: Concert in the Park
- 6/21: Movie in the Park
- 6/28: Concert in the Park
- 7/4: Independence Day Bike Parade
- 7/5: Movie in the Park
- 7/12: Concert in the Park
- 8/6: National Night Out & Concert
- 9/14: Community Day
- 10/26: Mead Chamber Trick or Treat Street
- 12/7: Christmas in the Park



SCAN ME!

Find the details:
townofmead.org/parksandrec/page/event

2024 MEAD CLEAN-UP DAYS



Clean-Up Days are moving to the Front Range Landfill!

SRT PRSTD
US POSTAGE
PAID
MEAD, CO
80542
PERMIT NO.1



SCAN ME TO
LEARN MORE!

INFORMATION:

- 🕒 May 6 -18 & October 14 -26
- 📍 1830 Weld County Road 5, Erie CO 80516
- 👤 In-person registration at Town Hall

WHY THE CHANGE?

- Increased drop-off hours
- Additional drop-off days
- Broad range of acceptable waste
- Reduced environmental impact to Mead

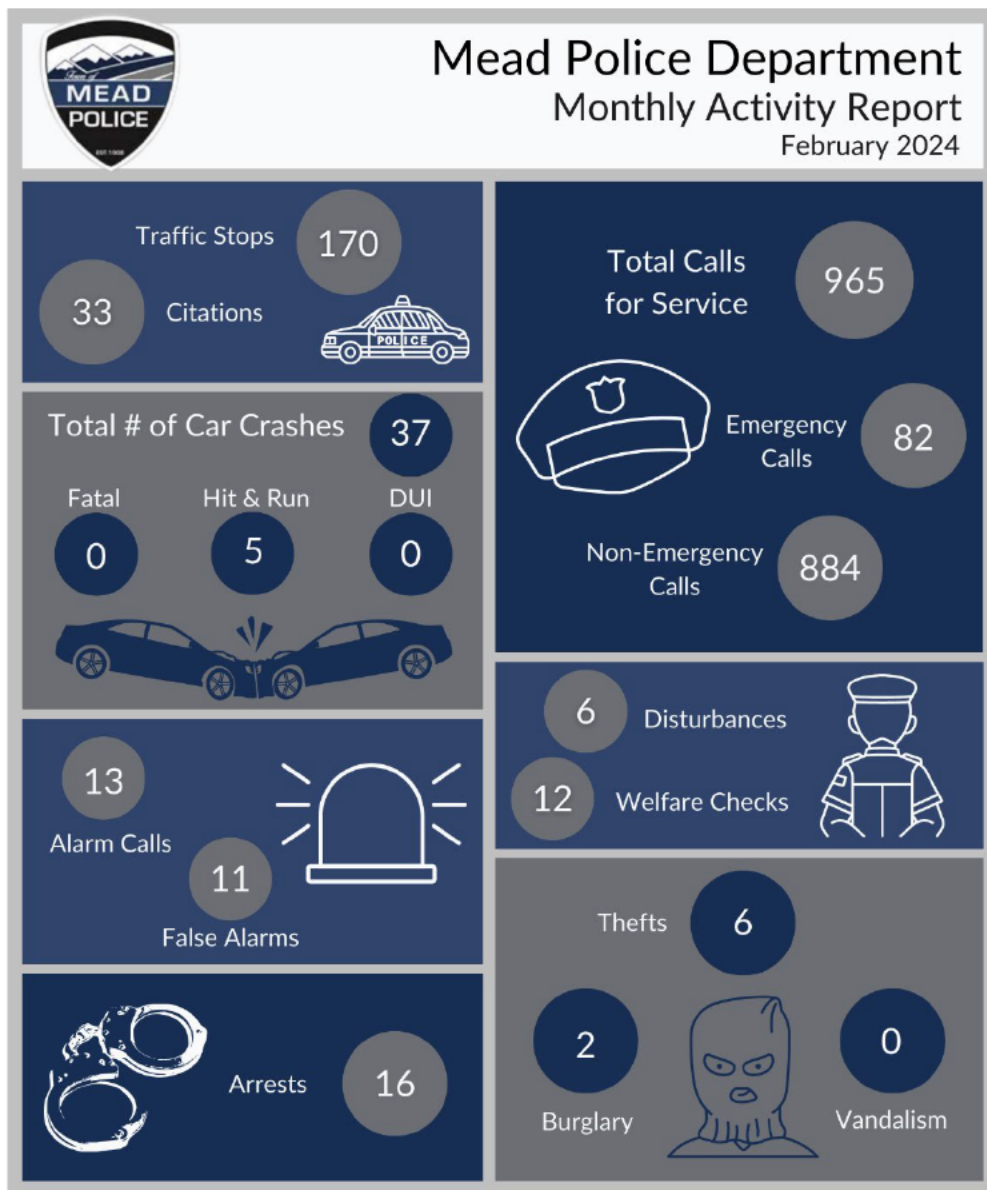


Section 5, Item a.



Mead Police Department

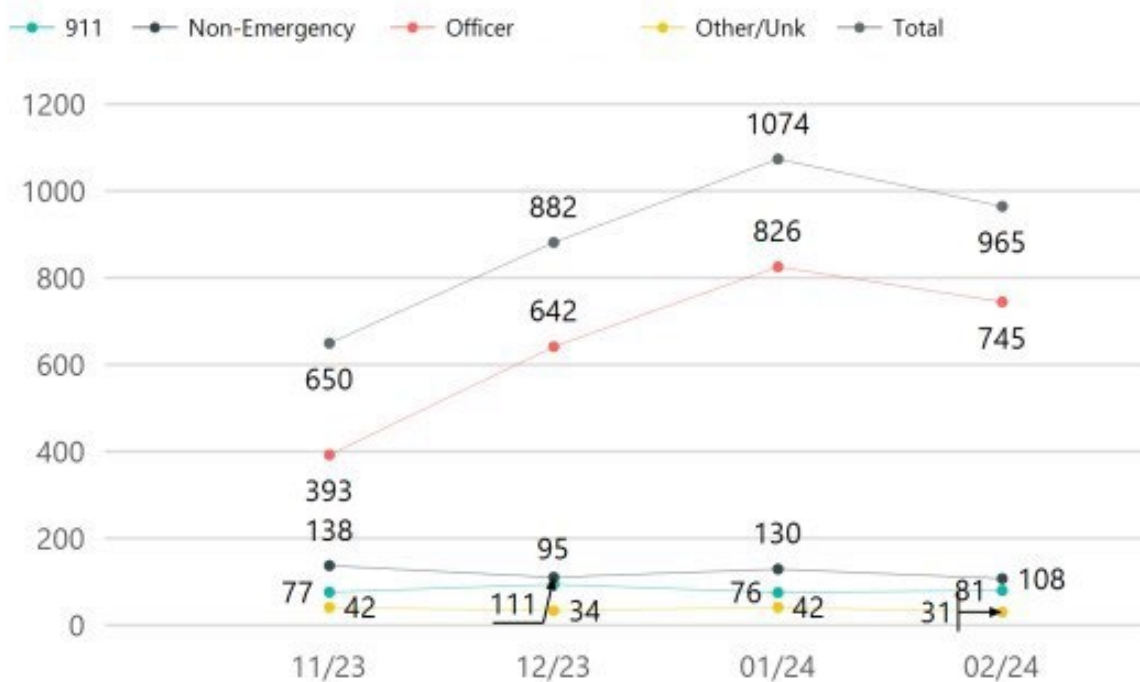
February Monthly Activity - 2024



ARRESTS: 16

Case Number	Arrest Date/Time	Location	City	Charge
24ML00077	02/05/2024 10:09:00 AM	██████ WCR 7	Mead	10-15-50(c) UNDERAGE POSSESSION-MARIJUANA PARAPHERNALIA
24ML00081	02/09/2024 09:13:00 AM	██████ WCR 7	Mead	Simple Assault NIBRS Reporting Only
24ML00081	02/05/2024 03:14:00 PM	██████ WCR 7	Mead	Simple Assault NIBRS Reporting Only
24ML00082	02/05/2024 12:04:00 PM	██████ WCR 7	Mead	Simple Assault NIBRS Reporting Only
24ML00082	02/05/2024 12:14:00 PM	██████ WCR 7	Mead	10-9-10 DISORDERLY CONDUCT
24ML00082	02/06/2024 12:21:00 PM	██████ WCR 7	Mead	10-2-30 COMPLICITY
24ML00083	02/06/2024 12:04:00 PM	██████ WCR 7	Mead	10-9-10 DISORDERLY CONDUCT
24ML00083	02/06/2024 12:14:00 PM	██████ WCR 7	Mead	Simple Assault NIBRS Reporting Only
24ML00092	02/08/2024 10:25:00 PM	██████ PACIFIC CIR	Mead	16-19-103 FOJ WANTED BY OTHER AGENCY MISDEMEANOR
24ML00096	02/12/2024 08:56:00 AM	██████ WCR 7	Mead	10-9-10 DISORDERLY CONDUCT
24ML00096	02/12/2024 08:44:00 AM	██████ WCR 7	Mead	Simple Assault NIBRS Reporting Only
24ML00102	02/14/2024 11:42:00 AM	██████ WCR 7	Mead	10-15-50(b) UNDERAGE POSSESSION-CONSUMPTION OF MARIJUANA
24ML00106	02/15/2024 02:55:00 PM	██████ WCR 7	Mead	10-15-50(b) UNDERAGE POSSESSION-CONSUMPTION OF MARIJUANA
24ML00107	02/15/2024 07:20:00 PM	WCR 7 / HIGHWAY 66	Mead	16-19-103 FOJ WANTED BY OTHER AGENCY MISDEMEANOR
24ML00126	02/27/2024 07:13:00 PM	HIGHWAY 66 / COLORADO BLVD	Mead	42-2-206(1)(a) DRIVING AFTER REVOCATION PROHIBITED (HTO)
24ML00127	02/27/2024 07:13:00 PM	HIGHWAY 66 / COLORADO BLVD	Mead	16-19-103 FOJ WANTED BY OTHER AGENCY MISDEMEANOR

Incident counts over Last 4 Months (By Category of Method Received)



STAFFING:

Sergeants Ellis (Blue Side), Holmen (Red Side), and Officers Aguirre, Bustamante, Cramblet, Hansen, Lima, Palmer, Patton, Rollins, and Synn are working patrol.

Officers Barker and Salazar are assigned to Mead Schools as SROs.

Administrative Technician Madison McCullough and Michelle Rae in Administration, Records, and Evidence.

TRAINING:

All Officers attended the following training in February.

- Victim Assistance
- Victim Rights Act
- Fraud and ID theft investigations
- Dementia recognition and de-escalation
- CarFax driver exchange application

NOTABLE CALLS FOR SERVICE:

Harass – [REDACTED] Highway 66 – 24ML00073 – 02/02/2024
Code Violation – [REDACTED] WCR 7 – 24ML00074 – 02/02/2024
Disturbance – [REDACTED] Meadow Lane – 24ML00075 – 02/03/2024
Trespass – [REDACTED] 3rd Street – 24ML00076 – 02/04/2024
Drug Related Activity – [REDACTED] WCR 7 – 24ML00077 – 02/05/2024
Harass – MM 243 I25 NB – 24ML00079 – 02/05/2024
Crash – Highway 66 / WCR 7 – 24ML00078 – 02/05/2024
Theft – [REDACTED] Highland Drive – 24ML00080 – 02/05/2024
Code Violation – [REDACTED] WCR 7 – 24ML00081 – 02/06/2024
Code Violation – [REDACTED] WCR 7 – 24ML00082 – 02/06/2024
Code Violation – [REDACTED] 0 WCR 7 – 24ML00083 – 02/06/2024
Harass – [REDACTED] Welker Ave – 24ML00084 – 02/07/2024
Suspicious – [REDACTED] Jersey Drive – 24ML00085 – 02/08/2024
Code Violation – [REDACTED] Mustang Drive – 24ML00086 – 02/08/2024
Theft – [REDACTED] Highway 66 – 24ML00089 – 02/08/2024
Drug Related Activity – [REDACTED] Welker Avenue – 24ML00087 – 02/08/2024
Hit and Run – Highway 66 / WCR 3 – 24ML00088 – 02/08/2024
Harass – [REDACTED] Main Street – 24ML00090 – 02/08/2024
Suspicious – [REDACTED] Pacific Circle – 24ML00092 – 02/08/2024
Theft – [REDACTED] Deere Court – 24ML00093 – 02/09/2024
Crash – WCR 11 / Highway 66 – 24ML00094 – 02/09/2024
Code Violation – [REDACTED] WCR 7 – 24ML00096 – 02/12/2024

Crash – Colorado Boulevard / Highway 66 – 24ML00097 – 02/12/2024

Suspicious – [REDACTED] Settler Ridge Drive – 24ML00098 – 02/13/2024

Theft – [REDACTED] Main Street – 24ML00100 – 02/14/2024

Assist Other Agency – [REDACTED] Main Street – 24ML00101 – 02/14/2024

Drug Related Activity – [REDACTED] WCR 7 – 24ML00102 – 02/14/2024

Drug Related Activity – [REDACTED] WCR 7 – 24ML00103 – 02/14/2024

Code Violation – [REDACTED] WCR 7 – 24ML00104 – 02/15/2024

Disturbance – MM 245 I25 NB – 24ML00105 – 02/15/2024

Drug Related Activity – [REDACTED] WCR 7 – 24ML00106 – 02/15/2024

Subject with a Warrant – WCR / Highway 66 – 24ML00107 – 02/15/2024

Stolen Vehicle – [REDACTED] Highland Drive – 24ML00108 – 02/16/2024

Disturbance – [REDACTED] Westview Drive – 24ML00109 – 02/16/2024

Crash – Foster Ridge Dr / Highway 66 – 24ML00110 - 02/16/2024

Crash – Colorado Blvd / WCR 32 – 24ML00111 – 02/16/2024

Crash – Highway 66 / Colorado Blvd – 24ML00112 – 02/19/2024

Theft – [REDACTED] Lineback Drive – 24ML00113 – 02/19/2024

Crash – Highway 66 / WCR 9.5 – 24ML00114 – 02/19/2024

Suspicious – [REDACTED] WCR 7 – 24ML00115 – 02/20/2024

Harass- [REDACTED] WCR 7 – 24ML00116 – 02/20/2024

Crash – Highway 66 / WCR 7 – 24ML00117 – 02/21/2024

Crash – [REDACTED] WCR 7 – 24ML00118 – 02/23/2024

Check Wellbeing – [REDACTED] 3rd Street – 24ML00121 – 02/24/2024

Traffic Stop – Highway 66 / I25 Ramp S – 24ML00122 – 02/25/2024

Drug Related Activity – [REDACTED] Highland Drive – 24ML00124 – 02/26/2024

Crash – MM 43 Highway 66 – 24ML00125 – 02/27/2024

Traffic Stop – Highway 66 / Colorado Blvd – 24ML00126 / 24ML00127 – 02/27/2024

Crash – WCR 7 / Highway 66 – 24ML00130 – 02/28/2024

Harass – [REDACTED] Westview Drive – 24ML00131 – 02/28/2024

Medical Assist – [REDACTED] Meadow Lane – 24ML00132 – 02/28/2024

Check Wellbeing – [REDACTED] Garnet Way – 24ML00133 – 02/28/2024



PROCLAMATION
National Agriculture Day
March 19, 2024

WHEREAS, The Agriculture Council of America (ACA) announced March 19, 2024, will be National Agriculture Day with the theme of “Agriculture: Growing a Climate for Tomorrow.”

WHEREAS, Agriculture provides almost everything we eat, use and wear on a daily basis; and

WHEREAS, we recognize the invaluable contributions of American Farmers, farmworkers, ranchers, fishers, foresters, and other agricultural workers, who have practiced their craft for generations and touch lives of Americans every day; and

WHEREAS, America’s agricultural workers serve as stewards of the land; ensure the safety of health of animals, plants, and people; and strengthen our rural communities with economic opportunities; and

WHEREAS, the Town of Mead supports our local agricultural community that create jobs, boosts our local economy and preserves our community;

NOW, THEREFORE, I, Colleen Whitlow, Mayor, of the Town of Mead, do hereby proclaim March 19, 2024, as National Agriculture Day and encourage all residents to support our Agricultural community and their contributions to our economy.

Given under my hand and Seal of the Town of Mead, Colorado
On this 11th day of March 2024

Colleen G. Whitlow
Mayor



MINUTES

**I. 6:00 p.m. to 10:00 p.m.
REGULAR MEETING**

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

1. Call to Order – Roll Call

Present

- Mayor Colleen Whitlow
- Mayor Pro Tem Chris Cartwright
- Trustee David Adams
- Trustee Debra Brodhead
- Trustee Trisha Harris
- Trustee Chris Parr
- Trustee Herman Schranz

Absent

None

Also present: Town Attorney Marcus McAskin; Director of Administrative Services Mary Strutt; Police Chief Brent Newbanks; Community Development Director Jason Bradford; Town Engineer / Public Works Director Erika Rasmussen; Public Information Officer / Community Engagement Director Lorelei Nelson.

Attending via remote access: Town Manager Helen Migchelbrink and members of the public.

2. Moment of Silence

Mayor Whitlow requested the observance of a moment of silence in remembrance of the victims of the shooting at UCCS last week.

3. Pledge of Allegiance to the Flag

The assembly pledged allegiance to the flag.

4. Review and Approve Agenda

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

5. Staff Report: Town Manager Report

a. Manager Report

Town Manager Helen Migchelbrink discussed recent police activity related to stolen vehicle; CDOT Park N Ride near Berthoud will not be operational until fall; partnering with Weld County on WCR 9.5/High Plains Blvd.

6. Police Officer Swearing In

Police Chief Newbanks introduced Officer Giovanni Bustamante and Daniel Aguirre. Both have completed FTO training and were sworn in as officers.

Mayor Whitlow requested a short recess at 6:09 p.m.

RECESS

Mayor Whitlow reconvened the regular meeting of the Board of Trustees at 6:21 p.m.

7. Informational Items

a. Gold Star Memorial and Liberty Ranch Park Update

Town Engineer / Public Works Director Erika Rasmussen presented plans for a Gold Star Memorial at Founders Park and restrooms at Liberty Ranch Park. The Board discussed lighting, security and tree/bench donated by the Daughters of the American Revolution.

8. Proclamations

- a. Youth Art Month March 2024

Motion was made by Trustee Parr, seconded by Trustee Schranz, to approve the signing of the Proclamation for Youth Art Month March 2024. Motion carried 7-0, on a roll call vote.

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

There was no public comment at this time.

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

- a. Approval of Minutes - Regular Meeting February 12, 2024
- b. January 2024 Financials
- c. Check Register February 26, 2024
- d. **Resolution No. 19-R-2024** - A Resolution of the Town of Mead, Colorado, Adopting Annual Adjustments to the Town's Sewer Plant Investment Fees and Sewer User Fees for 2024
- e. **Resolution No. 20-R-2024** – A Resolution of the Town of Mead, Colorado, Granting Conditional Acceptance of the Phases A1 Public Infrastructure Improvements (Red Barn Subdivision – Filing No. 2 Final Plat)
- f. **Resolution No. 21-R-2024** – A Resolution of the Town of Mead, Colorado, Authorizing the Acquisition of Certain Interests in Real Property through Eminent Domain Proceedings for 2024-25 Capital Projects and Delegating Authority to the Town Manager to Accept Deeds, Easements or License Agreements for Such Property Interests on behalf of the Town
- g. **Resolution No. 22-R-2024** – A Resolution of the Town of Mead, Colorado, Awarding the Bid and Approving a Construction Agreement Between the Town of Mead and Dietzler Construction Corporation for the Steel Corrugated Deck Replacement of WCR 38 Bridge over Mead Lateral Canal (IFB 2024-003)
- h. **Resolution No. 23-R-2024** – A Resolution of the Town of Mead, Colorado, Accepting a Donation from the Longmont Community Foundation for the Acquisition and Installation of Panels for the Northern Colorado Gold Star Memorial in Founder's Park

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

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

There was no public comment at this time.

12. Legislative Update

Town Attorney Marcus McAskin discussed bills relating to Transit Oriented Communities; Accessory Dwelling Units; land use lawsuits; youth transit passes; statewide transit passes; municipal campaign finance; and electrical fencing. The Board discussed reviewing the bills and considering a possible resolution in support of or against any of the bills.

13. Elected Official Reports

- a. Town Trustees

Trustees discussed alternate travel routes during the 3rd and Welker construction.

b. Mayor Whitlow

Mayor Whitlow discussed Coffee with the Mayor on March 2; Shred event scheduled for April; Homes for Heroes event March 9.

14. Executive Session - Pursuant to C.R.S. 24-6-402(4)(e) to determine positions relative to matters that may be subject to negotiations, develop strategy for negotiations, and to instruct negotiators related to acquisition of certain property interests required for the 3rd Street and Welker Avenue Intersection Improvements Project consistent with Town Resolution No. 34-R-2023 dated May 8, 2023

Motion was made by Trustee Schranz, seconded by Trustee Adams, to enter into executive session pursuant to C.R.S. 24-6-402(4)(e) to determine positions relative to matters that may be subject to negotiations, develop strategy for negotiations, and to instruct negotiators related to acquisition of certain property interests required for the 3rd Street and Welker Avenue Intersection Improvements Project consistent with Town Resolution No. 34-R-2023 dated May 8, 2023. Motion carried 7-0, on a roll call vote.

Mayor Whitlow convened the Executive Session at 6:47 p.m.

The Board returned to the Regular Meeting from Executive Session at 7:09 p.m. Those present for the Executive Session were Mayor Whitlow, Mayor Pro Tem Cartwright, Trustees Adams, Brodhead, Harris, Parr and Schranz, Town Attorney Marcus McAskin, Town Manager Helen Migchelbrink(via remote access), Director of Administrative Services Mary Strutt, Town Engineer / Public Works Director Erika Rasmussen, Deputy Town Engineer Robyn Brown, Community Development Director Jason Bradford, Police Chief Brent Newbanks, Police Commander Brian Smith.

RECONVENE REGULAR MEETING

15. Executive Session Action Items

There were no further action items.

16. Adjournment

Motion was made by Trustee Schranz, seconded by Trustee 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 7:10 p.m. on Monday, February 26, 2024.

Colleen G. Whitlow, Mayor

ATTEST:

Mary E. Strutt, MMC, Town Clerk

Report Criteria:

Aging by Date
Aged using Payment Date

Customer Number	Name	Balance	Future	Current	Over 30	Over 60	Over 90	Over 120	Over 150
1	St. Vrain Valley School District	1,120.00	1,120.00	-	-	-	-	-	-
45	Mead Development Group, Inc.	127,427.03	-	1,556.25	125,870.78	-	-	-	-
214	Mead Towne Center	5,750.00	-	-	-	-	-	-	5,750.00
239	Gopher Gulch	1,776.00-	-	1,776.00-	-	-	-	-	-
245	Mead Western Meadows Metro District	19,475.00-	-	19,475.00-	-	-	-	-	-
256	Prosper Land & Development LLC	6,702.50	-	1,885.00	130.00	1,235.00	2,382.00	1,070.50	-
270	Highland Development Services Inc	415.11	-	349.46	1,068.08-	3,055.00-	-	-	4,188.73
272	Iglesia De Jesucristo	32.83	-	32.83	-	-	-	-	-
275	Mountain View Fire Protection District	2,339.12	-	2,339.12	-	-	-	-	-
277	Front Range Investment Holdings LLC	726.70	-	-	537.32	189.38	-	-	-
280	Benson Farms - MD	2,430.25-	-	-	-	-	-	-	2,430.25-
282	Agfinity, Inc	403.50	-	-	-	229.78	-	-	173.72
285	Boulder Scientific Company, LLC	2,360.00-	-	-	-	-	-	-	2,360.00-
287	Eagle Development LRMD	1,855.00-	-	-	-	-	-	-	1,855.00-
290	Forestar Real Estate Group	1,620.00-	-	520.00	520.00-	-	1,620.00-	-	-
291	Western Meadows HOA	3,284.86	3,284.86	-	-	-	-	-	-
292	BREG Industrial Development	13,751.74	-	694.38	65.65	-	328.25	83.33	12,580.13
294	QuikTrip Corp	7,905.00	-	7,905.00	-	-	-	-	-
296	Silver Point Development	10,052.18	-	1,785.68	2,672.25	5,594.25	-	-	-
297	Meadow Ridge Development, Inc	5,010.40	-	-	1,504.40	3,506.00	-	-	-
298	Century Land Holdings LLC	4,072.25	-	4,072.25	-	-	-	-	-
299	Lizondo Futbol Academy LLC	247.95	-	65.65	-	-	-	-	182.30
301	BREG Industrial Devel. c/o Broe Real Es	131.30	-	-	-	131.30	-	-	-
307	Tharaldson c/o Ventana Capital, Inc	4,142.50	-	3,157.75	853.45	-	65.65	53.53	12.12
318	Mead Investor LLC	381.30	-	-	-	-	-	381.30	-
320	Lorson South Land Corp c/o Landhuis C	160.59	-	160.59	-	-	-	-	-
321	Westside Investment Partners	262.60	-	262.60	-	-	-	-	-
323	Enyo Power Partners, LLC	5,306.75	-	5,306.75	-	-	-	-	-
325	Red Barn Metropolitan District	2,203.05-	-	-	-	-	881.22-	-	1,321.83-
326	AMK Properties LLC	726.70	764.57	-	-	-	-	-	37.87-
327	17790 CR 7 LLC	69.44	69.44	-	-	-	-	-	-
328	Homerun Properties LLC	702.46	-	-	-	-	-	-	702.46
329	Club Car Wash Operating LLC	1,397.84	1,397.84	-	-	-	-	-	-
331	Mountain Legacy LLC	3,005.77	-	-	-	-	-	-	3,005.77
334	BUFFBRAKER, LLC / BAS 2020 LLC	131.30	131.30	-	-	-	-	-	-
335	34 9.5 Metropolitan District	138.88	-	-	138.88	-	-	-	-
336	Front Range Investment Holdings LLC	169,833.83-	7,677.50	-	-	-	-	177,511.33	-
337	Welcome to Realty, LLC 401k PSP	867.59	583.78	283.81	-	-	-	-	-
338	JMB Collection LLC	421.17	160.59	260.58	-	-	-	-	-
339	Vaulter Real Estate / Investments	170.70-	131.30	-	302.00-	-	-	-	-
341	Grand Meadow Investors LLC	1,343.65	1,343.65	-	-	-	-	-	-
342	Grand View Estates Home Owners Asso	610.04	347.44	262.60	-	-	-	-	-
9997	Misc AR Invoices	600.00	600.00	-	-	-	-	-	-
Grand Totals:		7,917.22	17,612.27	9,649.30	129,882.65	7,830.71	274.68	175,922.67	18,590.28

Report Criteria:
 Report type: GL detail

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
03/24	03/04/2024	37956	HIGHLAND DITCH COMPANY	020724 - CR	14-40-5566	Crossing Agt for SH66/CR7 Ped Crossin	2,750.00
Total 37956:							2,750.00
03/24	03/04/2024	37957	HIGHLAND LAKE LATERAL DITC	022724 - CR	14-40-5569	Crossing Agt - CR38 Bridge Deck Replac	3,500.00
Total 37957:							3,500.00
03/24	03/11/2024	37958	Accident Investigation & Reconstr	0145	01-42-5330	Training	1,080.00
Total 37958:							1,080.00
03/24	03/11/2024	37959	ADAMSON POLICE PRODUCTS	INV410011	01-42-5254	Uniform	79.20
Total 37959:							79.20
03/24	03/11/2024	37960	Alerus	94243	01-40-5068	FSA Administration	205.00
Total 37960:							205.00
03/24	03/11/2024	37961	Amazon Capital Services Inc	11NH-Y4YT-	01-42-5201	Laptop	839.99
03/24	03/11/2024	37961	Amazon Capital Services Inc	13K1-KTPV-	01-47-5700	Recognitions	8.00
03/24	03/11/2024	37961	Amazon Capital Services Inc	17LV-NR1Y-	01-47-5210	Supplies	39.99
03/24	03/11/2024	37961	Amazon Capital Services Inc	1HRL-WX4D-	01-47-5212	SDS display rack - Books	190.56
03/24	03/11/2024	37961	Amazon Capital Services Inc	1JV1-RTY3-7	01-47-5200	Supplies	15.93
03/24	03/11/2024	37961	Amazon Capital Services Inc	1LY6-C6QY-	01-42-5200	Notary Logbook	19.98
03/24	03/11/2024	37961	Amazon Capital Services Inc	1RVF-DT1Y-	01-47-5210	Supplies	84.14
03/24	03/11/2024	37961	Amazon Capital Services Inc	1TM7-N44T-	01-42-5200	Credit - returned supplies	35.99-
03/24	03/11/2024	37961	Amazon Capital Services Inc	1TTM-HQ4K-	01-42-5215	Lights for PD	258.99
03/24	03/11/2024	37961	Amazon Capital Services Inc	1Y1J-6T4M-	01-49-5260	Volleyball Supplies	631.20
Total 37961:							2,052.79
03/24	03/11/2024	37962	APPLIED CONCEPTS, INC.	433129	01-42-5215	Remote	163.00
Total 37962:							163.00
03/24	03/11/2024	37963	AXON ENTERPRISES, INC.	INUS230465	01-42-5255	T7Cert	250.88
Total 37963:							250.88
03/24	03/11/2024	37964	Barricade Holdings LLC	65159328-00	04-44-5252	Signs	1,025.54
03/24	03/11/2024	37964	Barricade Holdings LLC	65160083-00	04-44-5252	Streetblade	168.16
03/24	03/11/2024	37964	Barricade Holdings LLC	65160663-00	14-40-5562	34 Bridge Proj - Speed Changes	774.83
Total 37964:							1,968.53
03/24	03/11/2024	37965	BERTHOUD ACE HARDWARE	116259/1	01-47-5215	R&M - Grader Shed	5.99
03/24	03/11/2024	37965	BERTHOUD ACE HARDWARE	116317/1	01-47-5215	R&M	19.98
03/24	03/11/2024	37965	BERTHOUD ACE HARDWARE	116364/1	01-47-5215	Grader Shed	13.99
03/24	03/11/2024	37965	BERTHOUD ACE HARDWARE	116373/1	01-47-5215	Sink Repair	15.98

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 37965:							55.94
03/24	03/11/2024	37966	Brakes Plus LLC	14211183171	01-42-5216	Fleet R&M VIN 13638	98.82
03/24	03/11/2024	37966	Brakes Plus LLC	14211227128	01-42-5216	R&M - VIN 273185	626.97
Total 37966:							725.79
03/24	03/11/2024	37967	BUCKEYE WELDING SUPPLY C	05090290	04-44-5369	Cylinder Rental	7.65
Total 37967:							7.65
03/24	03/11/2024	37968	CASELLE	131452	01-40-5399	Fin Software Support - Admin	724.00
03/24	03/11/2024	37968	CASELLE	131452	01-48-5399	Fin Software Support - Court	161.00
03/24	03/11/2024	37968	CASELLE	131452	06-40-5399	Fin Software Support - Sewer	563.00
03/24	03/11/2024	37968	CASELLE	131452	01-49-5399	Fin Software Support - Comm Engmt	161.00
Total 37968:							1,609.00
03/24	03/11/2024	37969	CO AUTO LGMTFRD LLC	80110794/1	01-42-5216	R&M - VIN 32721	463.45
Total 37969:							463.45
03/24	03/11/2024	37970	David Jay Thrower	03012024ME	01-48-5040	Municipal court judge - Feb	1,500.00
Total 37970:							1,500.00
03/24	03/11/2024	37971	Denali Water Solutions LLC	INV730928	06-47-5231	Sludge Disposal	910.00
03/24	03/11/2024	37971	Denali Water Solutions LLC	INV741634	06-47-5231	Sludge Disposal	910.00
Total 37971:							1,820.00
03/24	03/11/2024	37972	Ditesco LLC	2023-969	09-51-5500	TOM Community Center	2,992.50
Total 37972:							2,992.50
03/24	03/11/2024	37973	Elan Cardmember Service	1368 02/27/2	01-49-5421	Built for Mead	132.99
03/24	03/11/2024	37973	Elan Cardmember Service	1368 02/27/2	01-49-5203	Uniform-Kaitlyn	267.30
03/24	03/11/2024	37973	Elan Cardmember Service	1368 02/27/2	01-49-5260	Basketball Ref	540.00
03/24	03/11/2024	37973	Elan Cardmember Service	1368 02/27/2	01-41-5841	Trustee presentation	50.00
03/24	03/11/2024	37973	Elan Cardmember Service	1368 02/27/2	01-49-5331	Newsletter subscription	25.00
03/24	03/11/2024	37973	Elan Cardmember Service	1368 02/27/2	01-49-5203	uniforms-Jacey	290.45
03/24	03/11/2024	37973	Elan Cardmember Service	1368 02/27/2	01-49-5331	membership dues	400.00
03/24	03/11/2024	37973	Elan Cardmember Service	1368 02/27/2	01-49-5331	membership dues	405.00
03/24	03/11/2024	37973	Elan Cardmember Service	1368 02/27/2	01-49-5330	training	199.53
03/24	03/11/2024	37973	Elan Cardmember Service	1368 02/27/2	01-49-5260	rec class	117.00
03/24	03/11/2024	37973	Elan Cardmember Service	1368 02/27/2	01-49-5260	rec class	117.00
03/24	03/11/2024	37973	Elan Cardmember Service	1368 02/27/2	01-49-5700	team lunch	89.18
03/24	03/11/2024	37973	Elan Cardmember Service	1368 02/27/2	01-49-5260	basektball ref	1,080.00
03/24	03/11/2024	37973	Elan Cardmember Service	1368 02/27/2	01-49-5331	Adobe sub. Jacey	239.88
03/24	03/11/2024	37973	Elan Cardmember Service	1368 02/27/2	01-49-5262	egg hunt supplies	1,089.60
03/24	03/11/2024	37973	Elan Cardmember Service	1368 02/27/2	01-49-5349	wellness subscription	140.00
03/24	03/11/2024	37973	Elan Cardmember Service	1368 02/27/2	01-49-5349	wellness event	7.37
03/24	03/11/2024	37973	Elan Cardmember Service	1368 02/27/2	01-49-5331	graphic design subscription	119.99
03/24	03/11/2024	37973	Elan Cardmember Service	1368 02/27/2	01-49-5331	graphic design subscription	1.00
03/24	03/11/2024	37973	Elan Cardmember Service	1368 02/27/2	01-49-5331	graphic design subscription	1.00-

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
03/24	03/11/2024	37973	Elan Cardmember Service	1368 02/27/2	01-49-5260	Basketball Ref	600.00
03/24	03/11/2024	37973	Elan Cardmember Service	1368 02/27/2	01-49-5265	senior event	14.88
03/24	03/11/2024	37973	Elan Cardmember Service	1368 02/27/2	01-49-5700	lunch	143.94
03/24	03/11/2024	37973	Elan Cardmember Service	1368 02/27/2	01-49-5260	soccer	50.00
03/24	03/11/2024	37973	Elan Cardmember Service	1368 02/27/2	01-49-5331	Newsletter subscription	45.00
03/24	03/11/2024	37973	Elan Cardmember Service	1368 02/27/2	01-49-5260	Basketball Ref	1,080.00
03/24	03/11/2024	37973	Elan Cardmember Service	1368 02/27/2	01-49-5349	lunch and learn	364.00
03/24	03/11/2024	37973	Elan Cardmember Service	1368 02/27/2	01-49-5331	URL subscription	35.00
03/24	03/11/2024	37973	Elan Cardmember Service	1368 02/27/2	01-49-5265	senior event	198.00
03/24	03/11/2024	37973	Elan Cardmember Service	1368 02/27/2	01-48-5203	staff apparel - MH	110.77
03/24	03/11/2024	37973	Elan Cardmember Service	1368 02/27/2	01-40-5203	staff apparel - DR, KB, TB	473.21
03/24	03/11/2024	37973	Elan Cardmember Service	1368 02/27/2	01-43-5203	staff apparel - CM	113.87
03/24	03/11/2024	37973	Elan Cardmember Service	1368 02/27/2	01-49-5331	membership dues	482.00
03/24	03/11/2024	37973	Elan Cardmember Service	1368 02/27/2	01-49-5331	QR code subscription transaction fee	4.90
03/24	03/11/2024	37973	Elan Cardmember Service	1368 02/27/2	01-40-5331	zoom webinar subscription	79.00
03/24	03/11/2024	37973	Elan Cardmember Service	1368 02/27/2	01-49-5331	QR code subscription & currency exchan	163.35
03/24	03/11/2024	37973	Elan Cardmember Service	1454 02/27/2	01-43-5700	JR farewell	135.74
03/24	03/11/2024	37973	Elan Cardmember Service	1454 02/27/2	01-43-5700	JR farewell	5.31
03/24	03/11/2024	37973	Elan Cardmember Service	1454 02/27/2	01-43-5330	RMLUI Conf for CM and KE	1,012.70
03/24	03/11/2024	37973	Elan Cardmember Service	3448 02/27/2	01-42-5330	Rifle Inst Training - SH	600.00
03/24	03/11/2024	37973	Elan Cardmember Service	3448 02/27/2	01-42-5254	Rail and batteries for Rifles	129.95
03/24	03/11/2024	37973	Elan Cardmember Service	3514 02/27/2	01-42-5330	Tolls - PD Training	8.00
03/24	03/11/2024	37973	Elan Cardmember Service	3514 02/27/2	01-47-5330	Tolls - DK	19.15
03/24	03/11/2024	37973	Elan Cardmember Service	3514 02/27/2	01-40-5203	Admin - Clothing	252.73-
03/24	03/11/2024	37973	Elan Cardmember Service	3514 02/27/2	01-40-5203	Admin - Clothing	178.24
03/24	03/11/2024	37973	Elan Cardmember Service	3514 02/27/2	01-40-5331	Online Subscription - no receipt	6.99
03/24	03/11/2024	37973	Elan Cardmember Service	3514 02/27/2	01-40-5700	Ed Cannon - Econ Dev	44.20
03/24	03/11/2024	37973	Elan Cardmember Service	5590 02/27/2	01-47-5216	sr inspector monthly car wash	18.00
03/24	03/11/2024	37973	Elan Cardmember Service	5590 02/27/2	01-47-5700	EE recognition breakfast	17.03
03/24	03/11/2024	37973	Elan Cardmember Service	6819 02/27/2	01-42-5700	Regional Commander Mtg	8.25
03/24	03/11/2024	37973	Elan Cardmember Service	7661 02/27/2	01-42-5255	Camera Equipment	2,991.65
03/24	03/11/2024	37973	Elan Cardmember Service	7665 02/27/2	06-47-5215	Pavement Risers	788.26
03/24	03/11/2024	37973	Elan Cardmember Service	7665 02/27/2	04-44-5216	R&M Fleet	13.99
03/24	03/11/2024	37973	Elan Cardmember Service	7665 02/27/2	04-44-5330	Training guide	136.00
03/24	03/11/2024	37973	Elan Cardmember Service	7665 02/27/2	04-44-5216	R&M Fleet	1,649.00
03/24	03/11/2024	37973	Elan Cardmember Service	7665 02/27/2	04-44-5254	Tools	347.80
03/24	03/11/2024	37973	Elan Cardmember Service	7665 02/27/2	06-47-5215	Return- EJ USA	35.74-
03/24	03/11/2024	37973	Elan Cardmember Service	7665 02/27/2	04-44-5201	Advaced Plan Annual Subscription	3,564.59
03/24	03/11/2024	37973	Elan Cardmember Service	7665 02/27/2	04-44-5201	Equipment Management Annual Subscri	300.00
03/24	03/11/2024	37973	Elan Cardmember Service	7665 02/27/2	04-44-5254	Tools	82.17
03/24	03/11/2024	37973	Elan Cardmember Service	7665 02/27/2	06-47-5215	Pavement Risers	317.42
03/24	03/11/2024	37973	Elan Cardmember Service	7665 02/27/2	01-47-5700	Employee Recognition Breakfast	187.40
03/24	03/11/2024	37973	Elan Cardmember Service	7665 02/27/2	04-44-5201	Advaced Plan Annual Subscription - Vehi	148.30
03/24	03/11/2024	37973	Elan Cardmember Service	7665 02/27/2	04-44-5330	Grader School	1,000.00
03/24	03/11/2024	37973	Elan Cardmember Service	7665 02/27/2	04-44-5330	Snow Conference	605.00
03/24	03/11/2024	37973	Elan Cardmember Service	7665 02/27/2	04-44-5254	Tools	92.95
03/24	03/11/2024	37973	Elan Cardmember Service	7700 02/27/2	01-40-5201	Router	89.50
03/24	03/11/2024	37973	Elan Cardmember Service	7700 02/27/2	01-40-5331	Online Subscription - No Receipt	11.00
03/24	03/11/2024	37973	Elan Cardmember Service	7700 02/27/2	01-41-5210	BOT Room Supp	33.96
03/24	03/11/2024	37973	Elan Cardmember Service	7700 02/27/2	01-40-5205	Postage	9.85
03/24	03/11/2024	37973	Elan Cardmember Service	7700 02/27/2	01-41-5212	Return - Furnishings	36.76-
03/24	03/11/2024	37973	Elan Cardmember Service	7700 02/27/2	01-41-5700	BOT Mtg 1-29-24	100.87
03/24	03/11/2024	37973	Elan Cardmember Service	7700 02/27/2	01-40-5331	Online Subscription - No Receipt	23.82
03/24	03/11/2024	37973	Elan Cardmember Service	7700 02/27/2	01-40-5205	Postage	68.95
03/24	03/11/2024	37973	Elan Cardmember Service	7700 02/27/2	01-40-5205	Postage	9.85
03/24	03/11/2024	37973	Elan Cardmember Service	7700 02/27/2	01-40-5205	Postage	9.85

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
03/24	03/11/2024	37973	Elan Cardmember Service	7700 02/27/2	01-40-5205	Postage	9.85
03/24	03/11/2024	37973	Elan Cardmember Service	7700 02/27/2	01-40-5205	Postage	9.85
03/24	03/11/2024	37973	Elan Cardmember Service	7700 02/27/2	01-40-5205	Postage	9.85
03/24	03/11/2024	37973	Elan Cardmember Service	7700 02/27/2	01-41-5841	Meeting with Helen, Mayor, Lorelei, & Eri	63.22
03/24	03/11/2024	37973	Elan Cardmember Service	7700 02/27/2	01-40-5205	Postage	9.85
03/24	03/11/2024	37973	Elan Cardmember Service	7700 02/27/2	01-40-5331	Online Subscription - No Receipt	9.99
03/24	03/11/2024	37973	Elan Cardmember Service	7700 02/27/2	01-40-5700	Team Meeting	30.16
03/24	03/11/2024	37973	Elan Cardmember Service	7700 02/27/2	01-40-5205	Postage	9.85
03/24	03/11/2024	37973	Elan Cardmember Service	7700 02/27/2	01-40-5205	Postage	19.70
03/24	03/11/2024	37973	Elan Cardmember Service	7700 02/27/2	01-40-5205	Postage	29.55
03/24	03/11/2024	37973	Elan Cardmember Service	7700 02/27/2	01-41-5700	BOT Mtg 2-12-24	97.20
03/24	03/11/2024	37973	Elan Cardmember Service	7700 02/27/2	01-41-5700	Records Mgmt	27.43
03/24	03/11/2024	37973	Elan Cardmember Service	7700 02/27/2	01-40-5331	Online Subscription - No Receipt	18.99
03/24	03/11/2024	37973	Elan Cardmember Service	7700 02/27/2	01-40-5330	Audit Class	40.00
03/24	03/11/2024	37973	Elan Cardmember Service	7700 02/27/2	01-40-5331	CGFOA Membership	65.00
03/24	03/11/2024	37973	Elan Cardmember Service	7700 02/27/2	01-40-5205	Postage	9.85
03/24	03/11/2024	37973	Elan Cardmember Service	7700 02/27/2	01-40-5205	Postage	9.85
03/24	03/11/2024	37973	Elan Cardmember Service	7700 02/27/2	01-40-5205	Postage	30.45
03/24	03/11/2024	37973	Elan Cardmember Service	7700 02/27/2	01-40-5331	Microsoft 365 Subscription	826.00
03/24	03/11/2024	37973	Elan Cardmember Service	7700 02/27/2	01-41-5841	Mtg w Leanin Tree	165.42
03/24	03/11/2024	37973	Elan Cardmember Service	7700 02/27/2	01-41-5330	Training	1,265.00
03/24	03/11/2024	37973	Elan Cardmember Service	7700 02/27/2	01-40-5330	Training	30.00
03/24	03/11/2024	37973	Elan Cardmember Service	9596 02/27/2	01-42-5216	Carwash - 1/26/24 (x2)	32.00
03/24	03/11/2024	37973	Elan Cardmember Service	9596 02/27/2	01-42-5216	Oil Change	110.36
03/24	03/11/2024	37973	Elan Cardmember Service	9596 02/27/2	01-42-5216	Oil Change	110.36
03/24	03/11/2024	37973	Elan Cardmember Service	9596 02/27/2	01-42-5216	Carwash - 1/29/24 (x12)	192.00
03/24	03/11/2024	37973	Elan Cardmember Service	9596 02/27/2	01-42-5201	Adobe Subscription - MR	19.99
03/24	03/11/2024	37973	Elan Cardmember Service	9596 02/27/2	01-42-5255	N-ear	142.49
03/24	03/11/2024	37973	Elan Cardmember Service	9596 02/27/2	01-42-5210	Headphones	89.99
03/24	03/11/2024	37973	Elan Cardmember Service	9596 02/27/2	01-42-5210	Notary - Bustamante	10.00
03/24	03/11/2024	37973	Elan Cardmember Service	9596 02/27/2	01-42-5201	Adobe Subscription - NB	12.99
03/24	03/11/2024	37973	Elan Cardmember Service	9596 02/27/2	01-42-5210	Notary - Rollins	10.00
03/24	03/11/2024	37973	Elan Cardmember Service	9596 02/27/2	01-42-5300	PD-14 services	15.00
03/24	03/11/2024	37973	Elan Cardmember Service	9596 02/27/2	01-42-5300	Wifi backup for PD	19.86
03/24	03/11/2024	37973	Elan Cardmember Service	9596 02/27/2	01-42-5201	Adobe Subscription - MM	19.99
Total 37973:							27,060.09
03/24	03/11/2024	37974	Erika Pflipsen	022924 - PFL	01-47-5200	employee reimb - Supplies	20.97
Total 37974:							20.97
03/24	03/11/2024	37975	Essenza Architecture	2206-12	09-51-5500	TOM Community Center	4,373.16
Total 37975:							4,373.16
03/24	03/11/2024	37976	EST Inc	2-303562-00	14-40-5562	CR 34 Bridge Design - Dec	20,608.31
Total 37976:							20,608.31
03/24	03/11/2024	37977	FASTENAL	COLON1063	04-44-5252	Hardware	79.19
03/24	03/11/2024	37977	FASTENAL	COLON1065	04-44-5252	Sign Hardware	13.70
Total 37977:							92.89
03/24	03/11/2024	37978	Felsburg Holt & Ullevig	40244	14-40-5500	3rd & Welker Improvements	1,076.25

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 37978:							1,076.25
03/24	03/11/2024	37979	First Responder Trauma Counsel	000985	01-42-5343	Contract Services - Jan	1,350.00
03/24	03/11/2024	37979	First Responder Trauma Counsel	001013	01-42-5343	Contractual Services - Feb	1,350.00
Total 37979:							2,700.00
03/24	03/11/2024	37980	FRONTIER SELF STORAGE	040124 - FR	01-40-5700	Storage	100.00
Total 37980:							100.00
03/24	03/11/2024	37981	Glyde Solar	022124 - 23	01-11-4100	Elect Fee (80%) - 3786 Settler Ridge Dr	92.00
03/24	03/11/2024	37981	Glyde Solar	022124 - 23	01-11-4100	Bldg Permit Fee (80%) - 3786 Settler Ri	159.61
03/24	03/11/2024	37981	Glyde Solar	022124 - 23	01-10-4030	Bldg Permit Use Tax 2% of 50%) - 3786	93.48
03/24	03/11/2024	37981	Glyde Solar	022124 - 23	04-10-4030	Street Imp Fund Use Tax (1% of 50%) -	46.74
03/24	03/11/2024	37981	Glyde Solar	022124 - 23	01-11-4100	Res Elec Fee (80%) - 17697 Margil Rd	92.00
03/24	03/11/2024	37981	Glyde Solar	022124 - 23	01-10-4030	Bldg Permit Use Tax (2% of 50%) - 1769	473.55
03/24	03/11/2024	37981	Glyde Solar	022124 - 23	04-10-4030	Street Imp Use Tax (1% of 50%) - 17697	236.78
03/24	03/11/2024	37981	Glyde Solar	022124 - 23	01-11-4110	Admin Fee (billing error)	50.00
Total 37981:							1,244.16
03/24	03/11/2024	37982	GREELEY LOCK AND KEY	0000027357	01-42-5215	PD - exterior lock	279.00
Total 37982:							279.00
03/24	03/11/2024	37983	HOME DEPOT CREDIT SERVIC	2769 - 2/21/2	01-42-5215	1013725 - Prkg blocks for PD	44.82
03/24	03/11/2024	37983	HOME DEPOT CREDIT SERVIC	2769 - 2/21/2	04-44-5216	7615050 - Water Truck R&M	261.54
03/24	03/11/2024	37983	HOME DEPOT CREDIT SERVIC	2769 - 2/21/2	01-47-5210	152957 - Supplies	22.94
03/24	03/11/2024	37983	HOME DEPOT CREDIT SERVIC	2769 - 2/21/2	01-45-5215	9014819 - Concrete fence - PW	201.30
03/24	03/11/2024	37983	HOME DEPOT CREDIT SERVIC	2769 - 2/21/2	01-45-5254	4512574 - Tools	38.56
Total 37983:							569.16
03/24	03/11/2024	37984	Invision GIS, LLC	2317	04-44-5201	GIS	498.75
03/24	03/11/2024	37984	Invision GIS, LLC	2317	01-43-5201	GIS	222.50
Total 37984:							721.25
03/24	03/11/2024	37985	JAX MERCANTILE	2329483	04-44-5203	Uniforms - CW	369.94
Total 37985:							369.94
03/24	03/11/2024	37986	Jayhawk Trailers Inc	57694	01-45-5500	Dump Trailer	14,600.00
03/24	03/11/2024	37986	Jayhawk Trailers Inc	57695	01-45-5500	2023 Trailer	7,915.00
Total 37986:							22,515.00
03/24	03/11/2024	37987	Kaitlyn Newbanks	022924 - K N	01-49-5349	Reimburse for sandwiches	51.50
Total 37987:							51.50
03/24	03/11/2024	37988	Kimball Midwest	101908068	04-44-5254	Hydro Hose Crimper; Storage; Cabinet	7,954.03
03/24	03/11/2024	37988	Kimball Midwest	101926704	01-47-5210	Shop parts/supplies	482.87
03/24	03/11/2024	37988	Kimball Midwest	101926982	04-44-5254	Hose Crimpter Hydro	2,040.25

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 37988:							10,477.15
03/24	03/11/2024	37989	KLEEN-TECH SERVICES CORP	INVG005105	01-40-5050	Janitorial Services	715.48
03/24	03/11/2024	37989	KLEEN-TECH SERVICES CORP	INVG005105	01-42-5050	Janitorial Services	876.03
03/24	03/11/2024	37989	KLEEN-TECH SERVICES CORP	INVG005105	01-47-5050	Janitorial Services	787.78
03/24	03/11/2024	37989	KLEEN-TECH SERVICES CORP	INVG005522	01-40-5050	Janitorial Services	715.48
03/24	03/11/2024	37989	KLEEN-TECH SERVICES CORP	INVG005522	01-42-5050	Janitorial Services	876.03
03/24	03/11/2024	37989	KLEEN-TECH SERVICES CORP	INVG005522	01-47-5050	Janitorial Services	787.78
Total 37989:							4,758.58
03/24	03/11/2024	37990	LITTLE THOMPSON WATER DIS	1003301 2/2	01-47-5305		54.85
03/24	03/11/2024	37990	LITTLE THOMPSON WATER DIS	347002 2/20/	04-44-5305		35.66
03/24	03/11/2024	37990	LITTLE THOMPSON WATER DIS	607001 2/20/	06-47-5305		37.25
03/24	03/11/2024	37990	LITTLE THOMPSON WATER DIS	618801 2/20/	01-45-5305		37.25
03/24	03/11/2024	37990	LITTLE THOMPSON WATER DIS	619202 2/20/	01-45-5305		37.25
03/24	03/11/2024	37990	LITTLE THOMPSON WATER DIS	620201 2/20/	01-45-5305		89.46
03/24	03/11/2024	37990	LITTLE THOMPSON WATER DIS	621801 2/20/	01-45-5305		89.46
03/24	03/11/2024	37990	LITTLE THOMPSON WATER DIS	622501 2/20/	01-45-5305		37.25
03/24	03/11/2024	37990	LITTLE THOMPSON WATER DIS	624409 2/20/	01-42-5305		37.35
03/24	03/11/2024	37990	LITTLE THOMPSON WATER DIS	650402 2/20/	01-40-5305		37.25
03/24	03/11/2024	37990	LITTLE THOMPSON WATER DIS	657602 2/20/	06-47-5305		47.94
03/24	03/11/2024	37990	LITTLE THOMPSON WATER DIS	657701 2/20/	01-45-5305		47.34
03/24	03/11/2024	37990	LITTLE THOMPSON WATER DIS	657801 2/20/	01-42-5305		68.72
03/24	03/11/2024	37990	LITTLE THOMPSON WATER DIS	657901 2/20/	01-45-5305		108.33
03/24	03/11/2024	37990	LITTLE THOMPSON WATER DIS	658001 2/20/	01-45-5305		108.33
03/24	03/11/2024	37990	LITTLE THOMPSON WATER DIS	658101 2/20/	01-45-5305		37.25
03/24	03/11/2024	37990	LITTLE THOMPSON WATER DIS	658201 2/20/	01-40-5305		47.05
Total 37990:							957.99
03/24	03/11/2024	37991	MAC EQUIPMENT INC	464663	04-44-5364	PW 04 - plow	137.95
Total 37991:							137.95
03/24	03/11/2024	37992	MAIN STREET MAT COMPANY	211060	01-40-5210	Mat svcs	69.36
03/24	03/11/2024	37992	MAIN STREET MAT COMPANY	211061	01-42-5210	Mat svcs	67.33
03/24	03/11/2024	37992	MAIN STREET MAT COMPANY	211067	01-47-5210	Mat svcs	103.03
Total 37992:							239.72
03/24	03/11/2024	37993	Mark Pasillas	022924 - PA	01-47-5075	Employee Reimbursement - CDL Physic	75.00
Total 37993:							75.00
03/24	03/11/2024	37994	Martin Marietta Materials, Inc	41684176	04-02-2005	Asphalt Patching - retainage	100,057.52
Total 37994:							100,057.52
03/24	03/11/2024	37995	MCDONALD FARMS ENTERPRI	0102482-IN	01-45-5310	Town Trash/Roadways/Parks, etc	509.00
03/24	03/11/2024	37995	MCDONALD FARMS ENTERPRI	0102484-IN	01-47-5310	Metal Roll-Off removal	619.00
Total 37995:							1,128.00
03/24	03/11/2024	37996	Michael Baker International	1205389	14-40-5405	WCR 38 Deck Replacement	346.50

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 37996:							346.50
03/24	03/11/2024	37997	Minuteman Press	10730	01-43-5202	Public Hearing Signs (x2)	146.84
Total 37997:							146.84
03/24	03/11/2024	37998	MJT Communications	14020	01-47-5201	Computers/Technology	2,641.00
03/24	03/11/2024	37998	MJT Communications	14020	04-44-5201	Computers/Technology	1,060.00
03/24	03/11/2024	37998	MJT Communications	14020	01-45-5201	Computers/Technology	1,464.00
Total 37998:							5,165.00
03/24	03/11/2024	37999	National Law Enforcement Firear	11899	01-42-5330	Training - DS	600.00
Total 37999:							600.00
03/24	03/11/2024	38000	Nectar HR	19312	01-49-5349	Rewards	83.00
Total 38000:							83.00
03/24	03/11/2024	38001	Pattlen Enterprises Inc	1155397-02	01-45-5372	Liberty Ranch - Non pot irrig boxes	474.84
Total 38001:							474.84
03/24	03/11/2024	38002	PINNACOL ASSURANCE	2023 AUDIT -	01-02-2312	2023 Audit	16,967.22
03/24	03/11/2024	38002	PINNACOL ASSURANCE	2023 AUDIT -	06-02-2312	2023 Audit	559.74
03/24	03/11/2024	38002	PINNACOL ASSURANCE	2023 AUDIT -	20-02-2312	2023 Audit	529.04
Total 38002:							18,056.00
03/24	03/11/2024	38003	Precision Employment Consulting	022924 - EL	01-40-5401	HR - Admin	4,078.84
03/24	03/11/2024	38003	Precision Employment Consulting	022924 - EL	06-40-5401	HR - Sewer	202.97
03/24	03/11/2024	38003	Precision Employment Consulting	022924 - EL	20-40-5401	HR - MURA	159.44
Total 38003:							4,441.25
03/24	03/11/2024	38004	Professional Management System	84891	01-40-5401	Finance - Admin	6,325.00
03/24	03/11/2024	38004	Professional Management System	84891	06-40-5401	Finance - Sewer	790.63
03/24	03/11/2024	38004	Professional Management System	84891	20-40-5401	Finance - MURA	790.62
Total 38004:							7,906.25
03/24	03/11/2024	38005	RAMEY ENVIRONMENTAL COM	27132	06-47-5215	WWTP R&M	1,109.25
03/24	03/11/2024	38005	RAMEY ENVIRONMENTAL COM	27171	06-47-5390	Wastewater svcs - WWTP	5,946.01
03/24	03/11/2024	38005	RAMEY ENVIRONMENTAL COM	27171	06-47-5391	Lab Services	770.96
03/24	03/11/2024	38005	RAMEY ENVIRONMENTAL COM	27171	06-47-5215	Facility - WWTP 1/25	98.37
03/24	03/11/2024	38005	RAMEY ENVIRONMENTAL COM	27171	06-47-5396	Facility - Raterink 1/25	98.37
03/24	03/11/2024	38005	RAMEY ENVIRONMENTAL COM	27171	06-47-5396	Facility - Raterink 2/4	390.80
Total 38005:							8,413.76
03/24	03/11/2024	38006	REXEL	S138672625.	01-40-5215	Electronic Photo Control	15.65
Total 38006:							15.65

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
03/24	03/11/2024	38007	Shred Monster, LLC	8481	01-42-5700	Shred Event	825.00
Total 38007:							825.00
03/24	03/11/2024	38008	SportsEngine, Inc	INV0178551	01-49-5260	Rec Background Checks	92.00
Total 38008:							92.00
03/24	03/11/2024	38009	SUNRISE ENVIRONMENTAL SCI	144475	01-45-5210	Disinfectant	262.51
03/24	03/11/2024	38009	SUNRISE ENVIRONMENTAL SCI	144475	04-44-5216	Glass cleaner	192.06
Total 38009:							454.57
03/24	03/11/2024	38010	SWANK MOTION PICTURES, IN	RG 2196159	01-49-5262	Movie in Park	1,030.00
Total 38010:							1,030.00
03/24	03/11/2024	38011	TDS	0006545 3/0	01-40-5325	Internet	460.30
03/24	03/11/2024	38011	TDS	0014762 02/	01-42-5325	Internet	132.45
Total 38011:							592.75
03/24	03/11/2024	38012	THE HARTFORD-GROUP BENE	9247021599	01-40-5066	STD / LTD Insurance	191.38
03/24	03/11/2024	38012	THE HARTFORD-GROUP BENE	9247021599	01-41-5066	STD / LTD Insurance	10.14
03/24	03/11/2024	38012	THE HARTFORD-GROUP BENE	9247021599	01-42-5066	STD / LTD Insurance	407.67
03/24	03/11/2024	38012	THE HARTFORD-GROUP BENE	9247021599	01-43-5066	STD / LTD Insurance	191.04
03/24	03/11/2024	38012	THE HARTFORD-GROUP BENE	9247021599	04-44-5066	STD / LTD Insurance	300.98
03/24	03/11/2024	38012	THE HARTFORD-GROUP BENE	9247021599	01-45-5066	STD / LTD Insurance	332.23
03/24	03/11/2024	38012	THE HARTFORD-GROUP BENE	9247021599	01-47-5066	STD / LTD Insurance	220.53
03/24	03/11/2024	38012	THE HARTFORD-GROUP BENE	9247021599	01-48-5066	STD / LTD Insurance	32.34
03/24	03/11/2024	38012	THE HARTFORD-GROUP BENE	9247021599	01-49-5066	STD / LTD Insurance	119.49
03/24	03/11/2024	38012	THE HARTFORD-GROUP BENE	9247021599	06-40-5066	STD / LTD Insurance	116.62
03/24	03/11/2024	38012	THE HARTFORD-GROUP BENE	9247021599	20-40-5066	STD / LTD Insurance	100.82
Total 38012:							2,023.24
03/24	03/11/2024	38013	TOWN OF MEAD	33.11 - 2.202	01-42-5305	201 Welker Sewer	44.39
03/24	03/11/2024	38013	TOWN OF MEAD	338.01 - 2.20	01-40-5305	TH Sewer	58.60
03/24	03/11/2024	38013	TOWN OF MEAD	453.01 - 2.20	01-42-5305	PD Sewer (535 Main St)	58.60
03/24	03/11/2024	38013	TOWN OF MEAD	478.02 - 2.20	01-40-5305	242 Main St	48.84
03/24	03/11/2024	38013	TOWN OF MEAD	566.02 - 2.20	01-45-5305	Bean Plant Sewer (401 Third St)	48.84
03/24	03/11/2024	38013	TOWN OF MEAD	630.04 - 2.20	01-40-5305	505 3rd St Sewer	44.39
Total 38013:							303.66
03/24	03/11/2024	38014	Tri-Tech Forensics Inc	00978628	01-42-5210	Blood Speciman Collection Kits	59.00
Total 38014:							59.00
03/24	03/11/2024	38015	University Auto Parts, Inc	302033	04-44-5216	Shop Supplies	142.12
03/24	03/11/2024	38015	University Auto Parts, Inc	302688	04-44-5216	Fleet	17.36
03/24	03/11/2024	38015	University Auto Parts, Inc	303230	04-44-5216	PW 05	8.47
Total 38015:							167.95
03/24	03/11/2024	38016	Watts Hydraulics Acquisition Corp	7174262	01-47-5210	Pressure Washer	141.27

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 38016:							141.27
03/24	03/11/2024	38017	WELD COUNTY PUBLIC SAFET	MEADPD-20	01-42-5343	Annual Support & Maint; FieldOps	3,201.37
03/24	03/11/2024	38017	WELD COUNTY PUBLIC SAFET	MEADPD-3Q	01-42-5201	NetMotion License	155.00
Total 38017:							3,356.37
03/24	03/11/2024	38018	WELD COUNTY TREASURER	R8983590 20	01-43-5411	Parcel 120727102073 2023 taxes	8.10
03/24	03/11/2024	38018	WELD COUNTY TREASURER	R8983592 20	01-43-5411	Parcel 120727102075 2023 taxes	12.22
Total 38018:							20.32
03/24	03/11/2024	38019	WELD REGIONAL COMMUNICA	104414	01-42-5255	Multikey Flashkits (x10)	3,044.10
Total 38019:							3,044.10
03/24	03/11/2024	38020	LITTLE THOMPSON WATER DIS	11943	09-51-5500	TOM Community Center	58,000.00
Total 38020:							58,000.00
03/24	03/11/2024	38021	MCDONALD FARMS ENTERPRI	0094980-IN	01-49-5262	2023 Events - Clean Up	509.00
03/24	03/11/2024	38021	MCDONALD FARMS ENTERPRI	0095009-IN	06-47-5231	Hauling - 2023	1,724.00
Total 38021:							2,233.00
03/24	03/05/2024	30524100	Xpress Bill Pay	INV-XPR009	06-40-5701	Credit Transaction	597.23
03/24	03/05/2024	30524100	Xpress Bill Pay	INV-XPR009	01-40-5701	Credit Transaction	149.31
Total 30524100:							746.54
03/24	03/06/2024	30624100	CEBT	INV 0063974	01-02-2310	Health Insurance	50,538.42
03/24	03/06/2024	30624100	CEBT	INV 0063974	06-02-2310	Health Insurance	2,187.11
03/24	03/06/2024	30624100	CEBT	INV 0063974	20-02-2310	Health Insurance	2,507.17
Total 30624100:							55,232.70
03/24	03/06/2024	30624101	Fusion Cloud Company	9838379	01-40-5300	Phone Bill	274.59
Total 30624101:							274.59
03/24	03/06/2024	30624102	TRACTOR SUPPLY CREDIT PLA	1350 03/01/2	01-47-5210	5635001 - Supplies	4.99
03/24	03/06/2024	30624102	TRACTOR SUPPLY CREDIT PLA	1350 03/01/2	04-44-5254	5635001 - Tools	99.99
03/24	03/06/2024	30624102	TRACTOR SUPPLY CREDIT PLA	1350 03/01/2	04-44-5254	1654001 - Tools	49.99
03/24	03/06/2024	30624102	TRACTOR SUPPLY CREDIT PLA	1350 03/01/2	01-45-5203	7361001 - Uniforms	264.97
03/24	03/06/2024	30624102	TRACTOR SUPPLY CREDIT PLA	1350 03/01/2	01-47-5210	183001 - Supplies	34.99
Total 30624102:							454.93
03/24	03/06/2024	30624103	UNITED POWER	92015 02/20/	01-42-5305	201 Welker	40.80
Total 30624103:							40.80
03/24	03/06/2024	30624104	XCEL ENERGY	866000858	01-42-5305	201 Welker - Acct # 53-0013609291-7	110.93
03/24	03/06/2024	30624104	XCEL ENERGY	866019882	01-47-5305	1341 CR 34	657.61
03/24	03/06/2024	30624104	XCEL ENERGY	866059963	01-40-5305	299 Palmer	135.87

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
03/24	03/06/2024	30624104	XCEL ENERGY	866100973	01-42-5305	537 4th St - acct 53-2929790-5	390.30
Total 30624104:							1,294.71
03/24	03/06/2024	30624105	All Copy Products Inc	522661875	01-47-5315	Copier Lease	78.23
Total 30624105:							78.23
Grand Totals:							396,952.14

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-02-2000	436.84	158,005.98-	157,569.14-
01-02-2310	50,538.42	.00	50,538.42
01-02-2312	16,967.22	.00	16,967.22
01-10-4030	567.03	.00	567.03
01-11-4100	343.61	.00	343.61
01-11-4110	50.00	.00	50.00
01-40-5050	1,430.96	.00	1,430.96
01-40-5066	191.38	.00	191.38
01-40-5068	205.00	.00	205.00
01-40-5201	89.50	.00	89.50
01-40-5203	651.45	252.73-	398.72
01-40-5205	247.15	.00	247.15
01-40-5210	69.36	.00	69.36
01-40-5215	15.65	.00	15.65
01-40-5300	274.59	.00	274.59
01-40-5305	372.00	.00	372.00
01-40-5325	460.30	.00	460.30
01-40-5330	70.00	.00	70.00
01-40-5331	1,040.79	.00	1,040.79
01-40-5399	724.00	.00	724.00
01-40-5401	10,403.84	.00	10,403.84
01-40-5700	174.36	.00	174.36
01-40-5701	149.31	.00	149.31
01-41-5066	10.14	.00	10.14
01-41-5210	33.96	.00	33.96
01-41-5212	.00	36.76-	36.76-
01-41-5330	1,265.00	.00	1,265.00
01-41-5700	225.50	.00	225.50
01-41-5841	278.64	.00	278.64
01-42-5050	1,752.06	.00	1,752.06
01-42-5066	407.67	.00	407.67
01-42-5200	19.98	35.99-	16.01-
01-42-5201	1,047.96	.00	1,047.96
01-42-5210	236.32	.00	236.32
01-42-5215	745.81	.00	745.81
01-42-5216	1,523.60	110.36-	1,413.24
01-42-5254	209.15	.00	209.15
01-42-5255	6,429.12	.00	6,429.12
01-42-5300	34.86	.00	34.86
01-42-5305	751.09	.00	751.09

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
01-42-5325	132.45	.00	132.45
01-42-5330	2,288.00	.00	2,288.00
01-42-5343	5,901.37	.00	5,901.37
01-42-5700	833.25	.00	833.25
01-43-5066	191.04	.00	191.04
01-43-5201	222.50	.00	222.50
01-43-5202	146.84	.00	146.84
01-43-5203	113.87	.00	113.87
01-43-5330	1,012.70	.00	1,012.70
01-43-5411	20.32	.00	20.32
01-43-5700	141.05	.00	141.05
01-45-5066	332.23	.00	332.23
01-45-5201	1,464.00	.00	1,464.00
01-45-5203	264.97	.00	264.97
01-45-5210	262.51	.00	262.51
01-45-5215	201.30	.00	201.30
01-45-5254	38.56	.00	38.56
01-45-5305	640.76	.00	640.76
01-45-5310	509.00	.00	509.00
01-45-5372	474.84	.00	474.84
01-45-5500	22,515.00	.00	22,515.00
01-47-5050	1,575.56	.00	1,575.56
01-47-5066	220.53	.00	220.53
01-47-5075	75.00	.00	75.00
01-47-5200	36.90	.00	36.90
01-47-5201	2,641.00	.00	2,641.00
01-47-5210	914.22	.00	914.22
01-47-5212	190.56	.00	190.56
01-47-5215	55.94	.00	55.94
01-47-5216	18.00	.00	18.00
01-47-5305	712.46	.00	712.46
01-47-5310	619.00	.00	619.00
01-47-5315	78.23	.00	78.23
01-47-5330	19.15	.00	19.15
01-47-5700	212.43	.00	212.43
01-48-5040	1,500.00	.00	1,500.00
01-48-5066	32.34	.00	32.34
01-48-5203	110.77	.00	110.77
01-48-5399	161.00	.00	161.00
01-49-5066	119.49	.00	119.49
01-49-5203	557.75	.00	557.75
01-49-5260	4,307.20	.00	4,307.20
01-49-5262	2,628.60	.00	2,628.60
01-49-5265	212.88	.00	212.88
01-49-5330	199.53	.00	199.53
01-49-5331	1,921.12	1.00-	1,920.12
01-49-5349	645.87	.00	645.87
01-49-5399	161.00	.00	161.00
01-49-5421	132.99	.00	132.99
01-49-5700	233.12	.00	233.12
04-02-2000	.00	122,744.17-	122,744.17-
04-02-2005	100,057.52	.00	100,057.52
04-10-4030	283.52	.00	283.52
04-44-5066	300.98	.00	300.98
04-44-5201	5,571.64	.00	5,571.64
04-44-5203	369.94	.00	369.94
04-44-5216	2,284.54	.00	2,284.54

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
04-44-5252	1,286.59	.00	1,286.59
04-44-5254	10,667.18	.00	10,667.18
04-44-5305	35.66	.00	35.66
04-44-5330	1,741.00	.00	1,741.00
04-44-5364	137.95	.00	137.95
04-44-5369	7.65	.00	7.65
06-02-2000	35.74	18,165.93-	18,130.19-
06-02-2310	2,187.11	.00	2,187.11
06-02-2312	559.74	.00	559.74
06-40-5066	116.62	.00	116.62
06-40-5399	563.00	.00	563.00
06-40-5401	993.60	.00	993.60
06-40-5701	597.23	.00	597.23
06-47-5215	2,313.30	35.74-	2,277.56
06-47-5231	3,544.00	.00	3,544.00
06-47-5305	85.19	.00	85.19
06-47-5390	5,946.01	.00	5,946.01
06-47-5391	770.96	.00	770.96
06-47-5396	489.17	.00	489.17
09-02-2000	.00	65,365.66-	65,365.66-
09-51-5500	65,365.66	.00	65,365.66
14-02-2000	.00	29,055.89-	29,055.89-
14-40-5405	346.50	.00	346.50
14-40-5500	1,076.25	.00	1,076.25
14-40-5562	21,383.14	.00	21,383.14
14-40-5566	2,750.00	.00	2,750.00
14-40-5569	3,500.00	.00	3,500.00
20-02-2000	.00	4,087.09-	4,087.09-
20-02-2310	2,507.17	.00	2,507.17
20-02-2312	529.04	.00	529.04
20-40-5066	100.82	.00	100.82
20-40-5401	950.06	.00	950.06
Grand Totals:	397,897.30	397,897.30-	.00

Report Criteria:
Report type: GL detail

M = Manual Check, V = Void Check



Agenda Item Summary

MEETING DATE: March 11, 2024

SUBJECT: **Resolution No. 24-R-2024** – A Resolution of the Town of Mead, Colorado, Approving an Agreement for Professional Services by and Between the Town of Mead and Cooperative Personnel Services, a California Joint Powers Authority (dba CPS HR Consulting), for Human Resources Services

PRESENTED BY: Mary Strutt, Administrative Services Director

SUMMARY

The Town of Mead Human Resources department is staffed by a hybrid model which includes Town employees to fill the transactional day-to-day role and a contractor to provide expertise and training and to perform higher level functions. The department has served the Town under this model since November 2019.

In December, 2023, the Town released a Request for Proposal *2023-03 Admin – Request of Proposals Human Resources Services* (“RFP”). Thirteen bidders responded to the RFP by the January 26, 2024 deadline. Staff reviewed the proposals and selected three firms for interviews. The selection committee unanimously selected CPS HR Consulting (“CPS”) to provide Human Resources services to the Town of Mead.

CPS HR is a Joint Powers Authority whose charter mandates that they serve only public sector clients. They offer a broad spectrum of human resource services and have worked with more than 1,200 government and public/non-profit clients in Colorado and other states. CPS has assigned Heather Moore, Senior HR Consultant, to provide services as our main daily contact. Their assigned team also includes a second Senior HR Consultant, a Local Liaison, and a Project Manager. In addition to this local team, CPS has more than 100 full-time employees who will provide the local team with expertise as needed. In addition, CPS has the ability to provide other services including staff training and executive recruitment.

The attached resolution and proposed Professional Services Agreement provides for services for the remainder of 2024 for a not-to-exceed amount of \$90,000.00. It is anticipated that there will be an overlap between the current provider, Precision Employment Consulting, and CPS from March 11 through March 31 to provide for an adequate transition and transfer of files. If this agreement is approved, CPS will hold a kickoff meeting with the Town’s department heads within the next two weeks.

FINANCIAL CONSIDERATIONS

The approved 2024 budget for consultants includes an adequate amount for the services to be provided by the Consultant and is split across appropriate funds.

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the March 11, 2024, consent agenda will approve this item. If the resolution is removed from the consent agenda, the suggested motion is:

“I move to adopt Resolution No. 24-R-2024 – A Resolution of the Town of Mead, Colorado, an Agreement for Professional Services by and between the Town of Mead and Cooperative Personnel Services, a California Joint Powers Authority (dba CPS HR Consulting), for Human Resources Services for an Amount not to Exceed \$90,000.00.”

ATTACHMENTS

Resolution 24-R-2024
Exhibit 1 - Professional Services Agreement

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 24-R-2024**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING AN
AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN THE
TOWN OF MEAD AND COOPERATIVE PERSONNEL SERVICES, A
CALIFORNIA JOINT POWERS AUTHORITY (DBA CPS HR CONSULTING),
FOR HUMAN RESOURCES 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 has the need of outsourced human resources services; and

WHEREAS, on or about December 18, 2023, the Town released *Request for Proposal 2023-03 Admin – Request of Proposals Human Resources Services* to which thirteen (13) qualified bidders responded by the January 26, 2024 deadline; and

WHEREAS, after reviewing the proposals, interviewing selected bidders, and checking references, staff recommends that the Town enter into an Agreement for Professional Services (“Agreement”), a copy of which is attached to this Resolution as **Exhibit 1** and incorporated herein by reference, with Cooperative Personnel Services, dba CPS HR Consulting (“Contractor”) for the not-to-exceed amount of Ninety Thousand Dollars and No Cents (\$90,000.00) for the remainder of the 2024 calendar year; and

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

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

Section 1. The foregoing recitals incorporated as findings of the Board of Trustees.

Section 2. The Board of Trustees hereby: (a) approves the Agreement with the Contractor in substantially the same form as attached hereto and incorporated herein as **Exhibit 1** for a not-to-exceed amount of Ninety Thousand Dollars and No Cents (\$90,000.00) for the remainder of the 2024 calendar year (b) authorizes the Town Attorney, in cooperation with the Mayor and Town Manager, to make any non-material changes as may be necessary to the Agreement that do not increase the Town’s obligations; and (c) authorizes the Mayor to execute the Agreement on behalf of the Town when in final form.

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 11TH DAY OF MARCH 2024.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

Exhibit 1
Agreement for Professional Services
Human Resource Services

Town of Mead, Colorado
AGREEMENT FOR PROFESSIONAL SERVICES

Project/Services Name: Human Resources 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 Cooperative Personnel Services, dba CPS HR Consulting, a California joint powers authority, with offices at 2450 Del Paso Rd, Suite 220, Sacramento, CA 95834 (“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, 2024 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 Christina Batoriski Peacock, Manager, Talent Acquisition & HR Services ("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 **Ninety Thousand Dollars and No Cents (\$ 90,000.00)** (“Not-to-Exceed Amount”) unless a larger amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement. 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 B**. This amount shall include fees, costs and expenses incurred by Contractor in accordance with this Agreement, 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 Two Million Dollars (\$2,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an “occurrence” basis as opposed to a “claims made” basis. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.
 - Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00) each occurrence with respect to each of the Contractor’s owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Services, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.
 - Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of One Million Dollars (\$1,000,000.00) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.

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

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

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

D. Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and continuously maintain policies of insurance shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Agreement. Failure on the part of the Contractor to obtain and 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

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, and assigns from and against all claims, liability, damages, losses, expenses and demands, including 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 is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor 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 or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. 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. RESERVED

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. Notwithstanding the foregoing, Contractor retains all right, title, and interest in and to all training materials, testing or assessment products, inventions (patentable or otherwise), discoveries, improvements, copyrightable works, and any other media, materials, or other objects which existed prior to the commencement of this Agreement. 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	CPS HR Consulting Attn : Melissa Asher 2450 Del Paso Rd, Suite 220 Sacramento, CA 95834
With Copy to: Michow Guckenberger McAskin LLP Attn: Mead Town Attorney 5299 DTC Blvd, Suite 300 Greenwood Village, Colorado 80111	With Copy to:

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

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

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

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

I. Governmental Immunity. The Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended (“CGIA”), or otherwise available to the Town and its officers or employees. Presently, the monetary limitations of the CGIA are set at three hundred eighty-seven thousand dollars (\$387,000) per person and one million ninety-three thousand dollars (\$1,093,000) per occurrence for an injury to two or more persons in any single occurrence where no one person may recover more than the per person limit described above.

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

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

L. Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section 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.

V. Web Accessibility Compliance Requirements. In the event the Services include Services related to the Town internet or intranet, or otherwise require the Contractor to provide documents that will be posted to the Town website, Contractor shall provide the Services subject to all applicable web accessibility requirements of C.R.S. § 24-34-802, as the same may be amended from time to time.

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SIGNATURE PAGES FOLLOW

THIS AGREEMENT is executed and made effective as provided above.

TOWN OF MEAD, COLORADO

By: _____

Printed Name: _____

Title: _____

Date of execution: _____

ATTEST:

Mary Strutt, MMC, Town Clerk

APPROVED AS TO FORM (*excluding exhibits*):

Marcus McAskin, Town Attorney

CONTRACTOR:

Cooperative Personnel Services, dba CPS HR Consulting, a California joint powers authority

By: _____

Printed Name: _____

Title: _____

Date of execution: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Agreement for Professional Services was subscribed, sworn to and acknowledged before me this ____ day of _____, 20__, by _____ as _____ of _____, a _____.

My commission expires: _____

(S E A L)

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

EXHIBIT A
SCOPE OF SERVICES

Contractor will perform the following HR Support and Consultation services:

- Consult on human resource practices, policies and procedures.
- Coordination of benefit programs, renewals and open enrollment including workers compensation and FPPA.
- Mentoring of internal HR staff who handle the transactional functions.
- Oversight of talent acquisition from recruitment through onboarding. May participate in interviews for key staff.
- Coordinates workers compensation claims with on-site staff; and oversees WC related and other leaves of absence. Assist with return-to-work initiatives.
- Assisting supervisors with performance management.
- Employee relations, especially surrounding issues of discipline up to termination.
- Training of staff on employment related issues including but not limited to Emotional Quotient, Diversity, Equity, Accessibility & Inclusion, and leadership.
- Preparing or assisting with comparative studies on compensation and benefits package offered by the Town.
- Provides current and timely information on changing employment laws and requirements. Assists to ensure compliance and with proper notification and posting requirements.
- Respond / advise on HR related questions, concerns and employee matters in a timely manner.
- Recommends best practices for maintenance of employee files and periodically audits files for compliance.
- Conduct and/or manage administrative investigations as needed.
- Availability to provide frequent and timely interactions with Town staff either on-site or remotely through telephone, email or video meetings. It is anticipated that, at least initially, the contractor will be on-site for training and oversight at least three (3) times per month during a portion of regular business hours. This would be as needed and scheduled at mutually agreed upon times.

EXHIBIT B
COMPENSATION

Actual Consulting hours and expenses authorized by this Agreement will be billed on a monthly basis according to the Standard Consultant Billable Hourly Rates schedule:

Standard Consultant Billable Hourly Rates

CPS HR RATE SCHEDULE	
Category Title	Hourly Rate
Project Manager/Local Client Liaison and Principal Consultant	\$130
Sr. HR Consultant	\$115
Administrative Technician	\$90

NOTE: Consultant travel time is billed at 50% of the billable rate listed above. Travel expenses such as mileage or parking will be billed at the standard IRS rates.

Training Rates

Course Length	Virtual, Instructor-Led Training	Onsite, Instructor-Led Training (Local Trainer)	Onsite, Instructor-Led Training (Requires Out-of-State Travel)
1-hour	\$575.00	\$900.00	\$1,200.00
1.5 - 2 hours	\$1,125.00	\$1,200.00	\$1,800.00
2.5 - 3 hours	\$1,450.00	\$1,800.00	\$2,400.00
1/2 day	\$1,800.00	\$2,200.00	\$3,000.00
1-day	\$3,300.00	\$3,600.00	\$4,800.00
Curriculum Customization Rate			\$180 per hour

NOTE: The all-inclusive, flat rate pricing includes delivery of the course, all electronic course materials, and any instructor travel (as needed). The maximum class size is 30, except for the technology courses.



Agenda Item Summary

MEETING DATE: March 11, 2024
SUBJECT: **Resolution No. 25-R-2024** – A Resolution of the Town of Mead, Colorado, Approving That Certain First Amendment to the Intergovernmental Agreement with the State of Colorado (acting by and through the Colorado Department of Transportation) for WCR 34 Bridge Over Mead Lateral Project (Project No. BRO M870-008 (24891))
PRESENTED BY: Erika Rasmussen, Town Engineer/Public Works Director

SUMMARY

The Town and the State of Colorado (acting by and through the Colorado Department of Transportation) (“CDOT”) previously entered into that certain Intergovernmental Agreement regarding the WCR 34 Bridge Over Mead Lateral Project (PROJECT NO. BRO M870-008 (24891)) dated November 28, 2022 (the “Project IGA”). The Project IGA addresses improvements to the WCR 34 bridge over Mead Lateral (the “Project”) and includes a maximum amount payable by the Town of \$40,080.00, representing 20% of the Project design budget of \$200,397.00.

The Town and CDOT now wish to enter into the First Amendment to the Project IGA (“First Amendment”) to establish a new Project IGA maximum amount of two million one hundred eighty-two thousand five hundred fifty-four dollars (\$2,182,554.00), inclusive of Project design and Project construction. The Town/local agency match set forth in the First Amendment is four hundred thirty-six thousand five hundred eleven dollars (\$436,511.00), representing 20% of the revised Project total of \$2,182,554.00 established by the First Amendment.

Resolution No. 25-R-2024 (the “Resolution”): (1) approves the First Amendment, (2) delegates authority to the Mayor and the Town Director of Administrative Services to execute the First Amendment on behalf of the Town when in final form, and (3) delegates authority to the Town Manager to execute such other documents or instruments as may be necessary to complete the Project in accordance with the terms of the Project IGA (as amended by the First Amendment).

The First Amendment is attached to the Resolution as Exhibit 1.

FINANCIAL CONSIDERATIONS

As stated above, the purpose of the First Amendment is to increase the Project IGA maximum amount of \$200,397.00 by \$1,982,157.00 to an amended Project IGA maximum amount of \$2,182,554.00. As set forth above, the Town/local agency match established by the First Amendment is four hundred thirty-six thousand five hundred eleven dollars (\$436,511.00), representing 20% of \$2,182,554.00.

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the March 11, 2024, consent agenda will approve this Resolution (approving the First Amendment to the Project IGA and authorizing the Mayor and the Director of Administrative

Services to execute the First Amendment on behalf of the Town). If this item is pulled off the consent agenda for further discussion, Staff recommends the following motion:

Suggested Motion:

I move to adopt Resolution No. 25-R-2024, A Resolution of the Town of Mead, Colorado, Approving That Certain First Amendment to the Intergovernmental Agreement with the State of Colorado (acting by and through the Colorado Department of Transportation) for WCR 34 Bridge Over Mead Lateral Project (Project No. BRO M870-008 (24891)).

ATTACHMENTS

Resolution No. 25-R-2024
First Amendment to Project IGA

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 25-R-2024**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO,
APPROVING THAT CERTAIN FIRST AMENDMENT TO THE
INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF COLORADO
(ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF
TRANSPORTATION) FOR
WCR 34 BRIDGE OVER MEAD LATERAL PROJECT
(PROJECT NO. BRO M870-008 (24891))**

WHEREAS, the Town of Mead (the “Town”) and the State of Colorado (acting by and through the Colorado Department of Transportation) (“CDOT”) previously entered into that certain Intergovernmental Agreement regarding the WCR 34 Bridge Over Mead Lateral Project (PROJECT NO. BRO M870-008 (24891)) dated November 28, 2022 (the “Project IGA”); and

WHEREAS, the Project IGA addresses improvements to the WCR 34 bridge over Mead Lateral (the “Project”) and establishes a maximum Project budget of two hundred thousand three hundred ninety-seven dollars (\$200,397.00) for Project design; and

WHEREAS, the Project IGA establishes a Town/local agency match of \$40,080.00 (representing 20% of the \$200,397.00); and

WHEREAS, the Town and CDOT wish to enter into the First Amendment to the Project IGA (“First Amendment”), attached to this Resolution as Exhibit 1 and incorporated herein by reference, to establish a new Project maximum amount of two million one hundred eighty-two thousand five hundred fifty-four dollars (\$2,182,554.00), to include both Project design and Project construction; and

WHEREAS, the First Amendment establishes a Town/local agency match of four hundred thirty-six thousand five hundred eleven dollars (\$436,511.00), representing 20% of \$2,182,554.00; and

WHEREAS, the Board of Trustees desires to approve the First Amendment and to delegate authority to the Mayor and the Town Director of Administrative Services to execute the First Amendment on behalf of the Town when in final form; and

WHEREAS, the Board of Trustees further desires to reauthorize the delegation of all necessary authority to the Town Manager to execute such other documents or instruments as may be necessary to complete the Project in accordance with the terms of the Project IGA, as amended by the First Amendment.

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

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

Section 2. The Board of Trustees hereby: (a) approves the First Amendment in substantially the same form attached to this Resolution as Exhibit 1; (b) authorizes the Town Attorney in cooperation

with the Town Manager and Town Engineer to make non-material changes to the First Amendment that do not materially increase the Town's obligations; (c) authorizes the Mayor and the Town Director of Administrative Services to execute the Project IGA on behalf of the Town when in final form; and (d) delegates all necessary authority to the Town Manager to execute such other documents or instruments as may be necessary to complete the Project in accordance with the terms of the Project IGA, as amended by the First Amendment.

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

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 11th DAY OF MARCH 2024.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

STATE OF COLORADO AMENDMENT

Amendment #: 1 Project #: BRO M870-008 (24891)
SIGNATURE AND COVER PAGE

State Agency Department of Transportation	Amendment Routing Number 23-HA4-XC-00123-M0002
Local Agency TOWN OF MEAD	Original Agreement Routing Number 23-HA4-XC-00123
Agreement Maximum Amount \$2,182,554.00	Agreement Performance Beginning Date November 28, 2022
	Initial Agreement Expiration Date August 18, 2032

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director	
_____ Keith Stefanik, P.E., Chief Engineer	
Date: _____	
LOCAL AGENCY TOWN OF MEAD	LOCAL AGENCY (2nd Signature if Necessary)
_____ Signature	_____ Signature
_____ By: (Print Name and Title)	_____ By: (Print Name and Title)
Date: _____	Date: _____

In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER Robert Jaros, CPA, MBA, JD	
By: _____ Department of Transportation	
Amendment Effective Date: _____	

1) PARTIES

This Amendment (the “Amendment”) to the Original Agreement (the “Agreement”) shown on the Signature and Cover Page for this Amendment is entered into by and between the Local Agency and the State.

2) TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Agreement shall be construed and interpreted in accordance with the Agreement.

3) EFFECTIVE DATE AND ENFORCEABILITY

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay the Local Agency for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in **§3.B** of this Amendment

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Agreement contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Agreement.

4) PURPOSE

The Parties entered into the Agreement for the WCR 34 Bridge Mead Lateral project. The Parties now wish to increase the agreement maximum amount.

5) MODIFICATIONS

The Parties now desire to:

a) Increase the agreement maximum amount of \$200,397.00 by \$1,982,157.00 to a new agreement maximum amount of \$2,182,554.00.

b) Replace **Exhibit C-1** with **Exhibit C-2**. Any reference in the Agreement to **Exhibit C** or **Exhibit C-1** shall now be a reference to **Exhibit C-2**.

6) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments or other modifications to the Agreement, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Agreement, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement or any prior modification to the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Agreement to the extent that this Amendment specifically modifies those Special Provisions.

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EXHIBIT C-2 - FUNDING PROVISIONS

Town of Mead - BRO M870-008 (24891)

A. Cost of Work Estimate

The Local Agency has estimated the total cost the Work to be \$2,182,554.00, which is to be funded as follows:

1. FUNDING

BRO M870-080 (24891)

a.	Federal Funds (80% of BRO Award)	\$1,746,043.00
b.	Local Agency Funds (20% of BRO Award)	\$436,511.00

TOTAL FUNDS ALL SOURCES	\$2,182,554.00
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2. OMB UNIFORM GUIDANCE

a.	Federal Award Identification Number (FAIN):	TBD
b.	Name of Federal Awarding Agency:	FHWA
c.	Local Agency Unique Entity Identifier	GZSJK7MBMSZ6
d.	Assistance Listing # Highway Planning and Construction	ALN 20.205
e.	Is the Award for R&D?	No
f.	Indirect Cost Rate (if applicable)	N/A
g.	Amount of Federal Funds Obligated by this Action:	\$0.00
h.	Amount of Federal Funds Obligated to Date (including this Action):	\$160,317.00

3. ESTIMATED PAYMENT TO LOCAL AGENCY

a.	Federal Funds Budgeted	\$1,746,043.00
b.	Less Estimated Federal Share of CDOT-Incurred Costs	\$0.00

TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY	80.00%	\$1,746,043.00
TOTAL ESTIMATED FUNDING BY LOCAL AGENCY	20.00%	\$436,511.00
TOTAL PROJECT ESTIMATED FUNDING	100.00%	\$2,182,554.00

4. FOR CDOT ENCUMBRANCE PURPOSES

a.	Total Encumbrance Amount (Federal funds + Local Agency funds)	\$2,182,554.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109	\$0.00

NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS	\$2,182,554.00
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Note: Only \$200,397.00 in Design funds are currently available. Additional Design and Construction funds will become available after execution of an Option letter (Exhibit B) or formal Amendment.

WBS Element 24891.10.30	Performance Period Start*/End Date 04/21/2023 - 11/30/2024	Design 3020	\$200,397.00
WBS Element 24891.20.10	Performance Period Start*/End Date TBD- TBD	Const. 3301	\$0.00

*For BRO M870-080 (24891), the Local Agency should not begin work until all three (3) of the following are in place: 1) Phase Performance Period Start Date; 2) the execution of the document encumbering funds for the respective phase; and 3) Local Agency receipt of the official Notice to Proceed. Any work performed before these three (3) milestones are achieved will not be reimbursable.

B. Funding Ratios

The funding ratio for the federal funds for this Work is 80.00% federal funds to 20.00% Local Agency funds, and this ratio applies only to the \$2,182,554.00 that is eligible for federal funding. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds \$2,182,554.00, and additional federal funds are not available, the Local Agency shall pay all such excess costs. If the total cost of performance of the Work is less than \$2,182,554.00, then the amounts of Local Agency and federal funds will be decreased in accordance with the funding ratio described in **A1. This applies to the entire scope of Work.**

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be \$1,746,043.00. For CDOT accounting purposes, the federal funds of \$1,746,043.00 and the Local Agency funds of \$436,511.00 will be encumbered for a total encumbrance of \$2,182,554.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total budget is \$2,182,554.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total cost of the Work is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that any cost is subject to revisions agreed to by the parties prior to bid and award. The maximum amount payable will be reduced without amendment when the actual amount of the Local Agency's awarded Agreement is less than the budgeted total of the federal participating funds and the Local Agency matching funds. The maximum amount payable will be reduced through the execution of an Option Letter as described in Section 7. E. of this contract. **This applies to the entire scope of Work.**

D. Single Audit Act Amendment

All state and local government and non-profit organizations receiving \$750,000 or more from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of 2 CFR part 200, subpart F (Audit Requirements) see also, 49 CFR 18.20 through 18.26. The Single Audit Act Amendment requirements applicable to the Local Agency receiving federal funds are as follows:

i. Expenditure less than \$750,000

If the Local Agency expends less than \$750,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

ii. Expenditure of \$750,000 or more-Highway Funds Only

If the Local Agency expends \$750,000 or more, in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the "financial" procedures and processes for this program area.

iii. Expenditure of \$750,000 or more-Multiple Funding Sources

If the Local Agency expends \$750,000 or more in Federal funds, and the Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.

iv. Independent CPA

Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.