# **BOARD OF TRUSTEES**



441 3rd Street, Mead Monday, April 29, 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. 21-R-2023, remote participation will be allowed. The meeting link will be provided on the Town's website/designated posting place at least 24 hours prior to the meeting.

#### 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. Mead Area Chamber of Commerce Annual Update
  - b. Police Update
  - c. Community Development Update

#### 7. Proclamations

- a. Clerk Week May 5-11, 2024
- b. Mental Health Month May 2024
- c. Military Appreciation Month May 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 April 8, 2024
  - b. Check Register April 29, 2024
  - c. March 2024 Financial Statements

- <u>d.</u> **Ordinance No. 1052** An Ordinance of the Town of Mead, Colorado, Approving the Mead Community Center Subdivision Final Plat
- e. Ordinance No. 1053 An Ordinance of the Town of Mead, Colorado Approving the Town of Mead Community Center Site Plan
- <u>f.</u> Resolution No. 35-R-2024 A Resolution of the Town of Mead, Colorado, Awarding the Bid and Approving a Construction Agreement between the Town of Mead and Dohn Construction, Inc. for the Mead Community Center (Town of Mead Project No. 2024-001)
- g. **Resolution No. 36-R-2024** A Resolution of the Town of Mead, Colorado, Approving an Agreement Between the Town of Mead and Ditesco, LLC for the Community Center Project Management Services
- <u>h.</u> Resolution No. 37-R-2024 A Resolution of the Town of Mead, Colorado, Accepting an Annexation Petition, Making Certain Findings of Fact, Finding Substantial Compliance for Such Petition, and Setting a Public Hearing for Property Known as the AMK Annexation
- i. **Resolution No. 38-R-2024** A Resolution of the Town of Mead, Colorado, Accepting Two Regional Trail Easements for a Portion of Lot 1, Gopher Gulch Administrative Plat and a Portion of 14314 CR 5
- j. **Resolution No. 39-R-2024** A Resolution of the Town of Mead, Colorado, Approving a Contract Extension Agreement Between the Town and Martin Marietta Materials, Inc. for Calendar Year 2024
- **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: April 29, 2024

SUBJECT: Town Manager Report

- Registration is still open for the Colorado Municipal League's 102nd Annual Conference, to be held June 18 through June 21, 2024 in Loveland. The onsite hotel is full but there are still rooms at nearby hotels.
- The dates for the Mead Police Citizens Academy coming this fall have been released and we are taking applications. Last year's Academy was very well received.
- The Town continues to work steadily towards website accessibility compliance, per the State of Colorado Technical Standard TS-OEA-002 and House Bill 21-1110. This effort has included a full review of all web pages, converting documents to accessible documents when appropriate, implementing accessibility tools, and continuing to test the website for deficiencies. The Website Accessibility Plan and statement has been submitted to legal for review. The deadline for compliance is July 1, 2024.
- The Town hosted a Community Open House on April 22<sup>nd</sup> from 6 to 8 p.m. at the Public Works Facility at 1341 WCR 34. The Open House provided information to residents about upcoming community projects and solicited input. The event was well attended, with about 75 people visiting throughout the evening.
- The Community Center continues to move forward with the Final Plat and Site Plan for the subdivision on the Consent Agenda. In addition, the construction and construction management contracts are also on the Consent Agenda for approval. The project is slated to begin later this spring with a completion date of early 2025.
- The attached concurrence letter to the Colorado Department of Transportation memorializes the Town's agreement to allow an 18-inch variance to the CDOT Bridge Design Manual for the vertical clearance over CR 32 and CDOT's agreement to build multimodal bike and pedestrian facilities on the newly constructed overpasses on Segment 5 of I25.
- The Town's 2023 Financial Audit kicked off the onsite work on April 22<sup>nd</sup>. The audit team will continue its work by gathering documents and interviewing staff. The audit must be filed with the Office of the State Auditor by July 31, 2024.
- 2024 Spring Clean-Up Days are scheduled for May 6<sup>th</sup>-18<sup>th</sup> at Front Range Landfill. Voucher pick-up started on April 22<sup>nd</sup>. 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.
- Building Permits have been submitted for the Town's first public EV charging stations in the Town Hall parking lot. The charging stations are ChargePoint, and fees will be charged after the first usage hour. The Town received a \$12,000 grant to purchase and install these EV chargers.
- Meet, Greet, and Eat with the Board of Trustees has been scheduled for the summer of 2024. The Board hosts these events to engage with residents in their neighborhood. The 2024 dates are June 25<sup>th</sup> at Founders Park, July 30<sup>th</sup> at Margil Farms Park, and August 27<sup>th</sup> at Mead Town Park. Each event includes a free entrée and dessert from a food truck.
- The next regularly scheduled Coffee with the Mayor will be held Saturday, May 4<sup>th</sup> at 8:00 a.m. at Town Hall. Citizens are encouraged to attend and participate in an open discussion about any issues. Mayor Colleen Whitlow hosts this event on the first Saturday of each month.

- The Colorado State Legislature is in session for a few more weeks and has been considering 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: <a href="https://www.cml.org/home/advocacy-legal/statehouse-report">https://www.cml.org/home/advocacy-legal/statehouse-report</a>.
- Municipal Court's next arraignment and review hearing date is May 16<sup>th</sup> at 6:30 p.m. The Court Clerk is also preparing for two trials scheduled for June 10<sup>th</sup>.
- Current road closures due to construction can be found on the town's website: <a href="https://www.townofmead.org/engineering/page/street-maintenanceroad-closures">https://www.townofmead.org/engineering/page/street-maintenanceroad-closures</a>.
- Key projects update:
  - o 3<sup>rd</sup> and Welker Intersection Staff continued real estate transactions and initiated utility relocation coordination with LTWD, United Power, and Xcel Energy.
  - o Community Center The Site Plan and Final Plat will be presented on April 29<sup>th</sup> for Board approval along with award of the construction contract to Dohn Construction.
  - SH66 Pedestrian Crossing Final design of the trail alignment continues to avoid as many utility conflicts as possible.
- YTD totals for new single family home permits:
  - o 2024 YTD: 35 SF Permits, 32 Certificates of Occupancy
- Boards and Commissions
  - The May Planning Commission meeting is scheduled for May 16<sup>th</sup> to hear the AMK Annexation and establishment of zoning.
  - O Several candidates for the open Alternate Planning Commissioner seat attended the Planning Commission meeting, on March 20<sup>th</sup>. Most of the candidates will still need to attend one (1) more meeting to be eligible to be appointed to the open alternate seat.
- Human Resources
  - The Town is advertising open positions using NeoGov recruiting platform: https://www.governmentjobs.com/careers/townofmead
  - Open full-time positions include Maintenace Worker and Police Officer.

# **Community Development**

- Staff is working on a draft IGA (Pre-Development Agreement) for the Municipal Facilities site at Liberty Ranch with Mountain View Fire Rescue District and High Plains Library District. Once preliminary details are agreed upon, the IGA will be presented to the Board for review and approval.
- The first round of DRC review comments for the O'Reilly Auto Parts Site Plan have been sent to the applicant for their review. A meeting with the Town's DRC team and the applicant team to discuss comments is being scheduled.
- The RFP for the Land Use Code update is being finalized and will be released later this month.
- Staff is starting to prepare an RFP for the Trails Master Plan and the Comp Plan update.
- The Welker Farms PUD application was recently submitted, and DRC review of that application is underway.
- Lennar Homes has purchased the first phase of the Waterfront subdivision. Lennar staff has begun
  pre-construction discussions with Planning and Engineering staff. Grading work is likely to begin this
  spring or early summer.

#### **Public Works and Engineering**

- Final flood hazard determination was received from FEMA dated March 26, 2024. Please see the enclosed report.
- CR 38 Bridge Deck Replacement The project is complete, and CR 38 has been reopened.
- High Plains Boulevard staff participated with Weld County to make the final selection of the design/build team for the county-managed project between CR 32 and CR 34. Announcement of the selected team is forthcoming.
- The Geotechnical Services RFP closed April 23<sup>rd</sup>.
- The annual slurry seal/chip seal bid closed April 25<sup>th</sup>.
- The annual pavement marking contract is out for bid and closes May 7<sup>th</sup>.

## **Community Engagement**

- The Mead Motorheads have submitted a community event application for their 20<sup>th</sup> annual car show to be held on Memorial Day, May 27<sup>th</sup>, from 11 a.m. to 2 p.m. The show will offer food, vendors, and classic cars for viewing.
- As part of our Arbor Day celebration, free trees were given out to Mead residents on a first come, first served basis.
- Built for Mead Economic Development provided a free marketing 101 webinar to local businesses on April 25<sup>th</sup>. The webinar provided tips and strategies for increasing promotion and consumer attraction for Mead businesses.
- The Fishing is Fun Fishing Clinic is scheduled for June 1<sup>st</sup> at Lorin Mead Park at Highland Lake from 8 a.m. to noon. The event will feature educational fishing booths, free fishing poles, and free hotdogs provided by the Mead Area Chamber of Commerce.
- The department is working on the second phase of wayfinding directional signs, primarily located near the business district.

#### **Police Department**

- The April Mid-Monthly Report is attached.
- Officers completed search and seizure training last week.
- A new patrol vehicle was received and put in service last week. This is the first of three that we purchased last July, which have been awaiting upfitting.
- Officers attended the Community Open House on April 22<sup>nd</sup>.
- Police Officer candidate interviews are being scheduled. We are still looking for one officer.





# PROCLAMATION Professional Municipal Clerks Week May 5 – May 11, 2024

WHEREAS, The Office of the Professional Municipal Clerk is the oldest among public servants; and

**WHEREAS**, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

**WHEREAS**, Municipal Clerks provide the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

**WHEREAS**, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all, and

WHEREAS, Municipal Clerks continually strive to improve the administration of the affairs of the municipality.

NOW, THEREFORE, I, Colleen Whitlow, Mayor, of the Town of Mead, do hereby proclaim May 5 through May 11, 2024, as **Municipal Clerks Week** and further extend appreciation to our professional Municipal Clerk and Deputy Clerk for the vital services they perform and their dedication to the Town of Mead.

Given under my hand and Seal of the Town of Mead, Colorado On this 29th day of April, 2024

Colleen G. Whitlow Mayor



# PROCLAMATION Mental Health Month May 2024

**WHEREAS,** now, more than ever, we must understand that the health of our minds is as important as physical health; and

**WHEREAS**, one in every four people are affected by mental illness, with more Weld County residents having reported mental health challenges such as depression, anxiety, or other mental health conditions than in years past; and

WHEREAS, Mead residents can find recovery through a variety of outpatient, residential, and critical walk-in crisis support options through Weld County's community mental health center, North Range Behavioral Health; and

**WHEREAS**, Mead residents are healthier because of North Range's commitment to preventing hospitalizations, incarcerations, trauma, suicides, and substance use disorder through collaboration with community health centers, school districts, human services, law enforcement, United Way, and many others; and

**WHEREAS**, North Range Behavioral Health's Suicide Education and Support Services (SESS) program supports those who have lost someone to suicide and provides education to Mead residents that help build critical suicide prevention skills; and

**WHEREAS,** National Mental Health Month is observed every May to raise awareness about behavioral health, recovery and hope, the importance of prevention, and the factors that contribute to mental wellness.

NOW, THEREFORE, I, Colleen Whitlow, Mayor of the Town of Mead, do hereby proclaim the month of May 2024 as **Mental Health Month** and call upon the citizens, government agencies, public and private institutions, businesses and schools to recommit our community to increasing awareness and understanding of behavioral health and understanding the need for appropriate and accessible services for all citizens.

Given under my hand and Seal of the Town of Mead, Colorado On this 29<sup>th</sup> day of April, 2024

Colleen G. Whitlow Mayor



# PROCLAMATION Military Appreciation Month May 2024

WHEREAS, for generations, the freedom and security enjoyed by the citizens of the United States are direct results of the continued vigilance and service of the United States Armed Forces over the history of our great nation; and

WHEREAS, the sacrifices of those who served, those currently serving, and the family members that support them, have preserved the liberties that have enriched our great nation making it unique in the world community; and

WHEREAS, in 2004, the United States Congress passed a resolution proclaiming May as National Military Appreciation Month, encouraging all citizens to honor current and former members of the U.S. Armed Forces and their families, including those who made the ultimate sacrifice; and

WHEREAS, the month of May was selected for this display of patriotism because during this month we celebrate Victory in Europe (VE) Day, Military Spouse Day, Loyalty Day, Armed Forces Day, National Day of Prayer, and Memorial Day; and

WHEREAS, during Military Appreciation Month, we are reminded of the important role the United States Armed Forces have played in the history and development of our country and state, and our responsibility as Americans to support and honor the selfless service of our military families; and

NOW, THEREFORE, I, Colleen Whitlow, Mayor of the Town of Mead, do hereby proclaim the month of May 2024 as Military Appreciation Month in the Town of Mead recognizing our Mead servicemembers and veterans and remembering with deep gratitude the men and women who have given their lives in defense of our freedoms.

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

On this 29th day of April, 2024

Colleen G. Whitlow Mayor

# **BOARD OF TRUSTEES**



441 3rd Street, Mead Monday, April 08, 2024

# **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 (via virtual access)

Trustee Debra Brodhead Trustee Trisha Harris Trustee Herman Schranz

#### **Absent**

Trustee David Adams Trustee Chris Parr

Also present: Town Attorney Marcus McAskin; Administrative Services Director 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: Mayor Pro Tem Cartwright and members of the public.

#### 2. Moment of Silence

Mayor Whitlow requested the observance of a moment of silence for the workers killed in the Baltimore bridge accident and for families of victims of work zone accidents.

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

The assembly pledged allegiance to the flag.

#### 4. Review and Approve Agenda

Motion was made by Trustee Schranz, seconded by Mayor Pro Tem Cartwright, to approve the agenda. Motion carried 5-0, on a roll call vote.

#### 5. Staff Report: Town Manager Report

Manager Report

The Board discussed restriping of Adams at WCR 7 and future improvements to the intersection of WCR 7 and Hwy 66.

#### 6. Proclamations

a. United Power 85th Anniversary Proclamation

Bill Meier, Senior Community Affairs Representative, and Brian Blehm, Director of Key Accounts, from United Power discussed the 85<sup>th</sup> anniversary of United Power and invited the Board to attend the annual meeting on April 17, 2024.

Motion was made by Trustee Harris, seconded by Trustee Brodhead, to approve the signing of the Proclamation for United Power 85<sup>th</sup> Anniversary. Motion carried 5-0, on a roll call vote.

Mayor Whitlow called for a short recess to take photos.

RECESS.

Section 9, Item a.

Mayor Whitlow reconvened the meeting at 6:12 p.m.

b. Library Week April 7-13, 2024

Motion was made by Trustee Harris, seconded by Trustee Schranz, to approve the signing of the Proclamation for Library Week April 7-13, 2024. Motion carried 5-0, on a roll call vote.

c. Work Zone Awareness Week April 15-19, 2024

Motion was made by Trustee Schranz, seconded by Trustee Brodhead, to approve the signing of the Proclamation for Work Zone Awareness Week April 15-19, 2024. Motion carried 5-0, on a roll call vote.

d. Arbor Day April 26, 2024

Motion was made by Mayor Pro Tem Cartwright, seconded by Trustee Schranz, to approve the signing of the Proclamation for Arbor Day April 26, 2024. Motion carried 5-0, on a roll call vote.

Mayor Whitlow called for a short recess to take photos.

RECESS.

Mayor Whitlow reconvened the meeting at 6:20 p.m.

7. 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.

- 8. 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 March 25, 2024
  - b. March 2024 Aging Report
  - c. Check Register April 8, 2024
  - d. 2024 Mead Area Chamber of Commerce Agreement
  - e. **Resolution No. 33-R-2024** A Resolution of the Town of Mead, Colorado, Approving a Contract Extension Agreement Between the Town of Mead and Burnt Mountain Services LLC. for Calendar Year 2024
  - f. **Resolution No. 34-R-2024** A Resolution of the Town of Mead, Colorado, Approving Change Order 2 to the Agreement for Professional Services by and Between the Town of Mead and Essenza Architecture, LLC Concerning the Architectural and Engineering Design of the Town of Mead Community Center

Motion was made by Trustee Harris, seconded by Trustee Schranz, to approve the consent agenda. Motion carried 5-0, on a roll call vote.

**9. 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.

#### 10. Legislative Update

Town Attorney Marcus McAskin presented the legislative update. There are no updates on the four bills which the Board submitted Resolutions of opposition. The long bill (budget) has been sent to committee with amendments. Other bills are sustainability in community planning and a budget bill about severance tax reallocation.

#### 11. Elected Official Reports

a. Town Trustees

The Trustees had no further comments at this time.

b.	Max	or V	Whi	itlow
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Mayor Whitlow discussed the Shred Event and Coffee with the Mayor held on 4/6 and upcoming events of tree vouchers and pickup for Arbor Day, Community Open House and Clean Up Day vouchers.

### 12. Adjournment

Motion was made by Trustee Schranz, seconded by Trustee Harris, to adjourn the meeting. Motion carried 5-0, on a roll call vote.

The Regular Meeting of the Town of Mead Board of Trustees adjourned at approximately 6:35 p.m. on Monday, April 8, 2024.

	Colleen G. Whitlow, Mayo
ATTEST:	

#### Check Register - Mead Detail Check Register Check Issue Dates: 4/9/2024 - 4/29/2024

Page: 1 Apr 24, 2024 05:52PM

Report Criteria:

Report type: GL detail

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
04/24	04/11/2024	38040	Jack Kelly	022624 - JKE	99-01-1075	Refund overpayment. Account 709.04	102.51-
To	tal 38040:						102.51-
04/24	04/11/2024	38143	Jack D & Evelyn Virginia Kelly Leg	022624 - JKE	99-01-1075	Refund overpmt Acct 709.04	102.51
To	tal 38143:						102.51
04/24	04/19/2024	38145	Focal Forensics LLC	MPD00742	01-42-5343	Case #23ML00742 - redacting	952.00
To	tal 38145:						952.00
04/24	04/19/2024	38146	TOWN OF MEAD	18.02 04/01/	01-40-5305	242 Dillingham Ave (2.5 mos)	119.14
04/24	04/19/2024	38146	TOWN OF MEAD	31.11 04/01/2	01-42-5305	201 Welker Sewer	45.28
04/24	04/19/2024	38146	TOWN OF MEAD	338.01 04/01	01-40-5305	Town Hall Sewer	59.77
04/24	04/19/2024	38146	TOWN OF MEAD	453.01 04/01	01-42-5305	PD Sewer (535 Main St)	136.15
04/24	04/19/2024	38146	TOWN OF MEAD	478.02 04/01	01-40-5305	242 Main St	49.82
04/24	04/19/2024	38146	TOWN OF MEAD	566.02 04/01	01-45-5305	Bean Plant Sewer (401 Third St)	49.82
04/24	04/19/2024	38146	TOWN OF MEAD	630.04 04/01		505 3rd St Sewer	49.82
To	tal 38146:						509.80
04/24	04/29/2024	38149	A-1 Natural Arbor Care	1330	14-40-5558	Tree died due to const of 3rd st proj	2,250.00
To	tal 38149:						2,250.00
04/24	04/29/2024	38150	ADAMSON POLICE PRODUCTS	INV412107	01-42-5255	Mount	245.00
04/24	04/29/2024	38150	ADAMSON POLICE PRODUCTS	INV412803	01-42-5254	Uniform	79.20
04/24	04/29/2024	38150	ADAMSON POLICE PRODUCTS	INV412847	01-42-5254	Uniform	163.80
04/24	04/29/2024	38150	ADAMSON POLICE PRODUCTS	INV412853	01-42-5254	Uniform	84.60
04/24	04/29/2024	38150	ADAMSON POLICE PRODUCTS	INV412905	01-42-5254	Uniform	108.00
To	tal 38150:						680.60
04/24	04/29/2024	38151	Aftermath Holding Corp	JC2023	01-42-5216	Case #23ML00770 - hazardous cleaning	300.00
To	tal 38151:						300.00
04/24	04/29/2024	38152	AIRBOUND, INC.	246858	01-49-5261	Community Activities - 9-14-24	7,050.00
04/24	04/29/2024	38152	AIRBOUND, INC.	246859	01-49-5262	Xmas Activities 12-7	2,125.00
To	tal 38152:						9,175.00
04/24	04/29/2024	38153	Alderman Bernstein LLC	19799	14-40-5500	3rd & Welker	2,043.00
To	tal 38153:						2,043.00
04/24	04/29/2024		All Copy Products, Inc.	AR4333802	01-42-5315	-	97.02
04/24	04/29/2024	38154	All Copy Products, Inc.	AR4341426	01-47-5315	Copies	71.99
04/24	04/29/2024	38154	All Copy Products, Inc.	AR4341428	01-40-5315	Copies	266.27
To	tal 38154:						435.28

GL	Check	Check		Invoice	Invoice	Description	Invoice
Period	Issue Date	Number	Payee	Number	GL Account	Description	Amount
						-	
04/24	04/29/2024	38155	Amazon Capital Services Inc	19RH-VRX3-	01-49-5700	Supplies	28.99
04/24	04/29/2024	38155	Amazon Capital Services Inc	19RH-VRX3-	01-49-5260	Rec Supplies	158.88
04/24	04/29/2024	38155	Amazon Capital Services Inc	1GMJ-H17C-	01-42-5200	Supplies	44.57
04/24	04/29/2024	38155	Amazon Capital Services Inc	1K13-KGMJ-	01-42-5216	R&M - tire gauge	6.39
04/24	04/29/2024	38155	Amazon Capital Services Inc	1KD7-XRJK-	01-49-5262	Event Supplies	37.38
04/24	04/29/2024	38155	Amazon Capital Services Inc	1NWJ-1D63-	01-40-5200	Supplies	41.43
04/24	04/29/2024	38155	Amazon Capital Services Inc	1NWJ-1D63-	01-40-5201	USB Hub	16.99
04/24	04/29/2024	38155	Amazon Capital Services Inc	1NWJ-1D63-	01-40-5210	Supplies	279.49
04/24	04/29/2024	38155	Amazon Capital Services Inc	1NWJ-1D63-	01-41-5700	Supplies	23.00
04/24	04/29/2024	38155	Amazon Capital Services Inc	1V6P-TGHX-	01-40-5210	• •	55.25
04/24	04/29/2024	38155	Amazon Capital Services Inc	1V6P-TGHX-	01-40-5200	Supplies	18.46
04/24	04/29/2024	38155	Amazon Capital Services Inc	1V6P-TGHX-	01-47-5201	Dual Monitor Stand - EP	56.99
04/24	04/29/2024	38155	Amazon Capital Services Inc	1V7Q-TM63-	01-47-5210	Supplies	35.99
04/24	04/29/2024	38155	Amazon Capital Services Inc	1WKC-YGW	01-40-5210	Supplies	37.99
04/24	04/29/2024	38155	Amazon Capital Services Inc	1YKY-4LRV-	01-47-5200	Supplies	9.51
04/24	04/29/2024	38155	Amazon Capital Services Inc	1YKY-4LRV-	01-47-5201	Supplies	110.53
To	otal 38155:						961.84
04/24	04/29/2024	38156	Amerigas Propane LP	805947224	06-47-5558	WWTP	1,647.85
To	otal 38156:						1,647.85
04/24	04/29/2024	38157	BERTHOUD ACE HARDWARE	116869/1	01-47-5215	Grader Shed	12.99
04/24	04/29/2024	38157	BERTHOUD ACE HARDWARE	116889/1	01-40-5215	TH - Men's Restroom	9.99
To	otal 38157:						22.98
04/24	04/29/2024	38158	BK Tire	37099	01-42-5216	R&M - PD 11	694.20
To	otal 38158:						694.20
04/24	04/29/2024	38159	Brakes Plus LLC	14211399195	01-42-5216	R&M - VIN 07144	98.82
04/24	04/29/2024	38159	Brakes Plus LLC	14211412078	01-42-5216	R&M - VIN67976	297.72
04/24	04/29/2024	38159	Brakes Plus LLC	14211434882	01-42-5216	R&M - VIN32719	324.27
04/24	04/29/2024	38159	Brakes Plus LLC	14211484142	01-42-5216	R&M - VIN14028	74.00
To	otal 38159:						794.81
04/24	04/29/2024	38160	CASELLE	132096	01-40-5399	Fin Software Support - Admin	724.05
04/24	04/29/2024		CASELLE	132096	01-48-5399	Fin Software Support - Court	160.90
04/24	04/29/2024		CASELLE	132096	06-40-5399	Fin Software Support - Sewer	563.15
04/24	04/29/2024		CASELLE	132096	01-49-5399	Fin Software Support - Comm Dev	160.90
To	otal 38160:						1,609.00
04/24	04/29/2024	38161	CIRSA	241027	01-40-5320	GL Ins - Admin	31.85
04/24	04/29/2024		CIRSA	241027	01-41-5320		15.92
04/24	04/29/2024	38161		241027	01-42-5320	GL Ins - PD	398.11
04/24	04/29/2024		CIRSA	241027	01-43-5320		15.92
04/24	04/29/2024		CIRSA	241027	04-44-5320	GL Ins - Streets	119.43
04/24	04/29/2024		CIRSA	241027	01-45-5320		79.62
04/24	04/29/2024		CIRSA	241027	01-47-5320		31.85
04/24	04/29/2024		CIRSA	241027	01-48-5320	GL Ins - Court	15.92
04/24	04/29/2024		CIRSA	241027	01-49-5320		31.85
04/24	04/29/2024		CIRSA	241027	06-40-5320	0 0	39.81

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
04/24	04/29/2024	38161	CIRSA	241027	20-40-5320	GL Ins - MURA	15.94
To	otal 38161:						796.22
04/24	04/29/2024		CO AUTO LGMTFRD LLC	80110758/1	01-40-5216		3,245.00
04/24 04/24	04/29/2024 04/29/2024		CO AUTO LGMTFRD LLC CO AUTO LGMTFRD LLC	80113220/1 80113822/1	01-42-5216 01-42-5216	R&M - PD12 PD 09 - R&M	103.49 222.67
To	otal 38162:						3,571.16
04/24	04/29/2024	38163	Colorado Association of School R	01563	01-42-5330	2024 Regional Conf - 6-9 to 6-12-2024 -	375.00
To	otal 38163:						375.00
04/24	04/29/2024	38164	Colorado Materials, Inc	INV160992	01-45-5370	Parks/Landscaping	2,254.00
04/24	04/29/2024	38164	*	INV160993		Parks/Landscaping	2,254.00
To	otal 38164:						4,508.00
04/24	04/29/2024	38165	Debra Bentley	040324 - BE	99-01-1075	Refund overpayment. Account 18.01	16.48
To	otal 38165:						16.48
04/24	04/29/2024	38166	Denali Water Solutions LLC	INV777579	06-47-5231	Sludge Disposal	2,731.12
To	otal 38166:						2,731.12
04/24	04/29/2024	38167	Dustin Synn	040124 - SY	01-40-5330	Meals - 4/18 - 4/19 EDMUS Training	30.00
To	otal 38167:						30.00
04/24	04/29/2024	38168	DYNAMIC DESIGNS PRINTING,	54898	01-49-5075	Rec Aid	129.00
04/24	04/29/2024	38168	· · · · · · · · · · · · · · · · · · ·	54930	01-49-5401	PD Education	109.00
04/24	04/29/2024	38168	DYNAMIC DESIGNS PRINTING,	54937	01-41-5841	Event Posters	257.50
To	otal 38168:						495.50
04/24	04/29/2024		EMPLOYERS COUNCIL	0000501169	01-40-5401	•	7,255.36
04/24 04/24	04/29/2024 04/29/2024		EMPLOYERS COUNCIL EMPLOYERS COUNCIL	0000501169 0000501169	06-40-5401 20-40-5401	Membership Dues - 5/1/24 - 4/30/25 Membership Dues - 5/1/24 - 4/30/25	361.03 283.61
	otal 38169:					·	7,900.00
04/24	04/29/2024	38170	Erika Pflipsen	040124 - PFL	01-47-5200	employee reimb - supplies	34.95
To	otal 38170:						34.95
04/24	04/29/2024	38171	ESRI, INC.	94697257	04-44-5201	GIS Software	1,140.00
04/24	04/29/2024		ESRI, INC.	94697257	01-43-5201		1,140.00
To	otal 38171:						2,280.00
04/24	04/29/2024	38172	FASTENAL	COLON1072	04-44-5252	Sign Hardware	38.59
04/24	04/29/2024		FASTENAL	COLON1072	04-44-5252		7.00
04/24	04/29/2024	38172	FASTENAL	COLON1073	04-44-5501	Grader Shed - fuel tank	33.26

24, 2024 05:52P	Apr 2	2024 - 4/29/2024	Issue Dates: 4/9/	Check			
Invoice Amount	Description	Invoice GL Account	Invoice Number	Payee	Check Number	Check Issue Date	GL Period
78.85	-					otal 38172:	To
11.58	Grader Shed Fuel Tank	01-47-5215	541181/2	Firestone Ace Hardware	38173	04/29/2024	04/24
11.58	_					otal 38173:	To
203.00	Sr Exercise - March	01-49-5265	1059	Fit For You Mead	38174	04/29/2024	04/24
203.00	_					otal 38174:	To
110.00 715.00	On-Call Engineering - March - QT (294) Elevation 25 (296)		19021-60A 19021-60B	Fox Tuttle Transportation Group Fox Tuttle Transportation Group		04/29/2024 04/29/2024	04/24 04/24
825.00	_					otal 38175:	To
241.00	Mead Events	01-49-5262	1127	FRONT RANGE PORTABLE RES	38176	04/29/2024	04/24
241.00	_					otal 38176:	To
100.00	Storage	01-40-5700	050124 - FR	FRONTIER SELF STORAGE	38177	04/29/2024	04/24
100.00	_					otal 38177:	To
960.00	Labor - removal/install of frame	04-44-5501	01473	Gabrielle Christensen	38178	04/29/2024	04/24
960.00	_					otal 38178:	To
3,942.00	Street Sweeping	04-44-5360	15211	GRC Consulting Inc	38179	04/29/2024	04/24
3,942.00	_					otal 38179:	To
150.00	Shooting Range - Police	01-42-5330	138	GREEN MILL SPORTSMAN CLU	38180	04/29/2024	04/24
150.00	_					otal 38180:	To
10,000.00	Built for Mead	01-49-5399	9000836120	iHeartMedia	38181	04/29/2024	04/24
10,000.00	_					otal 38181:	To
1,200.00	Member#946679 - 7/1/24 - 6/30/25 mem	01-40-5331	946679 - 202	INTERNATIONAL CITY/COUNTY	38182	04/29/2024	04/24
1,200.00	_					otal 38182:	To
33.50 163.50	Employee Reimb - Mileage Employee Reimb - Meals GSM Conf	01-49-5330 01-49-5330	040124 - REI 040124 - REI	Jacey Reinert Jacey Reinert	38183 38183	04/29/2024 04/29/2024	04/24 04/24
197.00	_					otal 38183:	To
3,425.40 469.20 357.00 4,570.00 180.00	N. Creek Floodplain Analysis TOM - Wastewater On-Call Raterink Repair issues Sanitary Sewer Flow Metering and Model Club Car Wash Development Review (32	14-40-5567 06-40-5405 06-47-5396 06-40-5405 01-02-2615	14742 14754 14754 14782 14869	JVA INCORPORATED JVA INCORPORATED	38184 38184 38184 38184 38184	04/29/2024 04/29/2024 04/29/2024 04/29/2024 04/29/2024	04/24 04/24 04/24 04/24 04/24
1,086.00 2,631.30	Gopher Gulch (239)	01-02-2615	14872	JVA INCORPORATED	38184	04/29/2024	04/24
	N. Creek Floodplain Analysis TOM - Wastewater On-Call Raterink Repair issues Sanitary Sewer Flow Metering and Model Club Car Wash Development Review (32	01-49-5330 14-40-5567 06-40-5405 06-47-5396 06-40-5405 01-02-2615 01-02-2615	14742 14754 14754 14782 14869	JVA INCORPORATED JVA INCORPORATED JVA INCORPORATED JVA INCORPORATED JVA INCORPORATED JVA INCORPORATED	38183 38184 38184 38184 38184 38184 38184	04/29/2024 otal 38183: 04/29/2024 04/29/2024 04/29/2024 04/29/2024 04/29/2024	04/24 04/24 04/24 04/24 04/24

Town of Mead

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
04/24	04/29/2024	38184	JVA INCORPORATED	15016	01-02-2615	Elevation 25 (296)	270.00
04/24	04/29/2024	38184		15017	09-51-5500	TOM - Community Center	486.00
04/24	04/29/2024	38184	JVA INCORPORATED	15098		Waterfront Development (307)	180.00
04/24	04/29/2024		JVA INCORPORATED	15099		Grand Meadow Filing 1 - Dev. Review (3	90.00
						<u> </u>	
То	otal 38184:					-	13,744.90
04/24	04/29/2024	38185	Kimball Midwest	102113342	01-47-5210	Shop Supplies	154.49
To	otal 38185:					_	154.49
04/24	04/29/2024	38186	Krische Construction, Inc	21086 22	09-02-2005	Retainage - final pmt	9,999.98
To	otal 38186:					-	9,999.98
04/24	04/29/2024	38187	KRISTIN NORDECK BROWN P.C	040424 - BR	01-48-5040	4/4 Substitue Judge	400.00
To	otal 38187:					-	400.00
		00400	LODELELNELOON	040404 NE	04 40 5700	-	
	04/29/2024	38188	LORELEI NELSON	040124 - NE	01-49-5700	Mileage Reimburse for Mar and April	81.74
To	otal 38188:					-	81.74
04/24	04/29/2024	38189	MAC EQUIPMENT INC	468303	01-45-5216	R&M	88.98
04/24	04/29/2024	38189	MAC EQUIPMENT INC	469755	01-45-5216	Equip R&R Baldes	384.02
04/24	04/29/2024	38189	MAC EQUIPMENT INC	469939	01-45-5216	Belts for Edger	50.00
04/24	04/29/2024	38189	MAC EQUIPMENT INC	470244	01-45-5216	R&M - Belt Return	45.50-
То	otal 38189:					-	477.50
04/24	04/29/2024	38190	MAIN STREET MAT COMPANY	217210	01-40-5210	Mat svs	69.36
04/24	04/29/2024	38190	MAIN STREET MAT COMPANY	217215	01-47-5210	Mat svs	103.03
						-	
To	otal 38190:					-	172.39
04/24	04/29/2024	38191	MBI-Medicine for Business and In	853222	01-47-5075	12/14 Drug Screen - JS	45.48
То	otal 38191:					-	45.48
04/24	04/29/2024	38192	McDonald Farms Enterprises	0107219-IN	06-47-5231	Vac tanker	799.00
To	otal 38192:						799.00
04/24	04/29/2024	38193	MCDONALD FARMS ENTERPRI	0108363-IN	01-45-5310	Parks/Town Trash	556.50
To	otal 38193:						556.50
04/24	04/29/2024	38194	MEAD AREA CHAMBER OF CO	040924 - MA	01-41-5347	Annual Contribution	10,000.00
To	otal 38194:					-	10,000.00
		00:55	Mil. O. I.		04.40 = :==	-	·
04/24	04/29/2024		Michow Guckenberger McAskin L	March 2024 -	01-40-5400	Legal Services - March	17,575.00
04/24	04/29/2024	38195	Michow Guckenberger McAskin L	March 2024 -	06-40-5400	Legal Services - March	925.00
04/24	04/29/2024	38195	Michow Guckenberger McAskin L	Mead.Mar20	01-40-5400	Litigation (Scootorbings Property)	7,207.50
04/24 04/24	04/29/2024 04/29/2024	38195 38195	Michow Guckenberger McAskin L Michow Guckenberger McAskin L	Mead.Mar20 Mead.Mar20	01-40-5400 01-40-5400	Litigation (Scooterhinge Property)  Litigation (3rd & Welker Intersection)	1,495.00 300.00
U <del>1</del> /24	UTIZUIZUZ4	00190	MINION OUCKEIDEIGEI MICHAMITE	IVICAU.IVIAIZU	01-40-0400	Linganon (ord & Welker Intersection)	300.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
04/24	04/29/2024	38195	Michow Guckenberger McAskin L	Mead.Mar20	01-02-2615	Sugar Beet Solar (323)	1,613.00
04/24	04/29/2024	38195	Michow Guckenberger McAskin L	Mead.Mar20	01-02-2615	Waterfront (307)	1,273.00
04/24	04/29/2024	38195	Michow Guckenberger McAskin L	Mead.Mar20	01-02-2615	Red Barn (298)	1,354.00
04/24	04/29/2024	38195	Michow Guckenberger McAskin L	Mead.Mar20	01-02-2615	Gopher Gulch (239)	1,218.00
04/24	04/29/2024	38195	Michow Guckenberger McAskin L	Mead.Mar20	01-02-2615	Access 25 South (347)	1,131.00
04/24	04/29/2024	38195	Michow Guckenberger McAskin L	Mead.Mar20	01-02-2615	Linzondo (299)	878.00
04/24	04/29/2024	38195	Michow Guckenberger McAskin L	Mead.Mar20	01-02-2615	AMK (326)	2,036.00
04/24	04/29/2024	38195	Michow Guckenberger McAskin L	Mead.Mar20	01-02-2615	JMB (338)	1,044.00
04/24	04/29/2024	38195	Michow Guckenberger McAskin L	Mead.Mar20	01-02-2615	QuikTrip (294)	330.00
04/24	04/29/2024	38195	Michow Guckenberger McAskin L	Mead.Mar20	01-02-2615	Highlands (256)	60.00
04/24	04/29/2024	38195	Michow Guckenberger McAskin L	Mead.Mar20	01-02-2615	Zak Dirt (345)	464.00
04/24	04/29/2024	38195	Michow Guckenberger McAskin L	Mead.Mar20	01-02-2615	O'Reilly (343)	435.00
04/24	04/29/2024	38195	ŭ	Mead.Mar20	01-40-5400		66.33
04/24	04/29/2024	38195	Michow Guckenberger McAskin L		06-40-5400	Mileage/Cert Mail Reimbursement	66.33
			Michow Guckenberger McAskin L	Mead.Mar20		Mileage/Cert Mail Reimbursement	
04/24	04/29/2024	38195	Michow Guckenberger McAskin L	Mead.Mar20	01-02-2615	Gopher RV Park (239)	15.00
To	otal 38195:						39,486.16
04/24	04/29/2024	38196	MJT Communications	14052	01-40-5401	Computer - Admin	1,160.00
04/24	04/29/2024	38196	MJT Communications	14052	06-40-5401	Computer - Sewer	145.00
04/24	04/29/2024	38196	MJT Communications	14052	20-40-5401	Computer - MURA	145.00
04/24	04/29/2024	38196	MJT Communications	14060	01-40-5331	Barracuda Firewall Subscription (x2)	440.00
To	otal 38196:						1,890.00
04/24	04/29/2024	38197	NAPA AUTO PARTS	292382	01-40-5216	TH Pool Car R&M	30.22
To	otal 38197:						30.22
04/24	04/29/2024	38198	NEXT STEP COMMUNICATION L	12134	09-50-5500	Court Room AV - pmt 2 of 2	3,620.00
		00100	NEXT OTEL COMMONIONIO	12104	03-00-0000	Oddit Noom / W - pint 2 of 2	<del></del>
To	otal 38198:						3,620.00
04/24	04/29/2024	38199	NEXTRUST INC.	375491	06-40-5205	Sewer Bills	411.16
04/24	04/29/2024	38199	NEXTRUST INC.	375491	06-40-5410	Sewer Bills	210.42
To	otal 38199:						621.58
04/24	04/29/2024	38200	OCCUPATIONAL HEALTH CENT	17292045	01-40-5075	Screening - KM	69.00
To	otal 38200:						69.00
04/24	04/29/2024	38201	One Way Inc	329166	06-47-5310	D13927E - 4504 Welker	132.74
04/24	04/29/2024	38201	One Way Inc	329193	01-47-5310	D13927G - 1341 CR 34	79.49
04/24	04/29/2024	38201	One Way Inc	329328	01-47-5310	D13927H - 1341 CR 34	105.47
04/24	04/29/2024	38201	One Way Inc	329381	01-42-5310	D13927A - 537 Main	79.49
04/24	04/29/2024	38201	One Way Inc	329382	01-42-5310	D13927B - 537 Main	51.09
04/24	04/29/2024	38201	One Way Inc	329390	01-40-5310	D13927C - 441 Third St	79.49
04/24	04/29/2024	38201	One Way Inc	329391	01-40-5310	D13927D - 441 Third St	51.09
04/24	04/29/2024	38201	One Way Inc	329434		D13927F - 201 Welker	27.29
To	otal 38201:						606.15
04/24	04/29/2024	38202	Otak, Inc	0000424001	14-40-5565	SH 66/CR 7 Ped Crossing	13,320.50

GL	Check	Check		Invoice	Invoice	Description	Invoice
Period	Issue Date	Number	Payee	Number	GL Account		Amount
To	otal 38202:						13,320.50
04/24	04/29/2024	38203	Pattlen Enterprises Inc	1155168-00	01-45-5372	Irrigation	2,463.78-
04/24	04/29/2024	38203	Pattlen Enterprises Inc	1155397-00		R&M irrigation	1,961.43
04/24	04/29/2024	38203	Pattlen Enterprises Inc	1155397-01	01-45-5372	Irrigation	1,031.13
To	otal 38203:						528.78
04/24	04/29/2024	38204	Paulette Dolin	035	01-49-5265	Senior Exercise	450.00
To	otal 38204:						450.00
04/24	04/29/2024	38205	PAVEMENT REPAIR AND SUPPL	2024-961	04-44-5250	Cold Patch	4,392.00
To	otal 38205:						4,392.00
04/24	04/29/2024	38206	PINNACOL ASSURANCE	21656242	01-02-2312	WC - 4 of 9	13,033.00
To	otal 38206:						13,033.00
04/24	04/29/2024	38207	Prairie Mountian Media	0000380466	01-41-5340	Published Notices	233.93
To	otal 38207:						233.93
04/24	04/29/2024	38208	Precision Employment Consulting	040124 - EL	01-40-5401	HR - Admin	2,199.57
04/24	04/29/2024	38208	Precision Employment Consulting	040124 - EL	06-40-5401	HR - Sewer	109.45
04/24	04/29/2024	38208	Precision Employment Consulting	040124 - EL	20-40-5401	HR - MURA	85.98
To	otal 38208:						2,395.00
04/24	04/29/2024	38209	Professional Management System	84874	01-40-5401	Finance - Admin	4,992.00
04/24	04/29/2024	38209	Professional Management System	84874	06-40-5401	Finance - Sewer	624.00
04/24	04/29/2024	38209	Professional Management System	84874	20-40-5401	Finance - MURA	624.00
To	otal 38209:						6,240.00
04/24	04/29/2024	38210	RAMEY ENVIRONMENTAL COM	27344	06-47-5390	Wastewater svs - Mar	6,065.79
04/24	04/29/2024	38210	RAMEY ENVIRONMENTAL COM	27344	06-47-5390	consultant serv	183.00
04/24	04/29/2024		RAMEY ENVIRONMENTAL COM	27344	06-47-5391	Lab Services	894.54
04/24	04/29/2024		RAMEY ENVIRONMENTAL COM	27422		Lab Services	184.32
04/24	04/29/2024	38210	RAMEY ENVIRONMENTAL COM	27422	06-47-5215	Facility Operator	45.50
To	otal 38210:						7,373.15
04/24	04/29/2024	38211	REXEL	S139181122.	04-44-5501	Fuel System Grader Shed	277.65
To	otal 38211:						277.65
04/24	04/29/2024	38212	Safebuilt	305324	01-43-5460	Plan Review/ Permit Inspection	15,125.38
To	otal 38212:						15,125.38
04/24	04/29/2024		Safety and Construction Supply	13668-IN		Road Signs	659.70
04/24	04/29/2024		Safety and Construction Supply	13669-IN	04-44-5252	Blue Tops	120.45
04/24	04/29/2024	38213	Safety and Construction Supply	13671-IN	04-44-5255	Air Monitor	2,349.99

Town of Mead

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
To	otal 38213:						3,130.14
04/24	04/29/2024	38214	Spartan Towing & Recovery LLC	24-23655	01-42-5216	VIN29528	200.00
To	otal 38214:						200.00
04/24	04/29/2024	38215	SportsEngine, Inc	INV0180569	01-49-5260	Rec BG Cks	253.00
To	otal 38215:						253.00
04/04	04/29/2024	20246	STAPLES ADVANTAGE	7000252472	04 40 5240	6000045676 aumiliae	110.04
04/24 04/24	04/29/2024		STAPLES ADVANTAGE STAPLES ADVANTAGE	7000252173 7000252173	01-40-5210 01-40-5200	6000945676 - supplies 6000945674 - supplies	118.24 15.02
04/24	04/29/2024		STAPLES ADVANTAGE STAPLES ADVANTAGE	7000252173	01-40-5200	6000945672 - supplies	76.35
04/24	04/29/2024		STAPLES ADVANTAGE	7000252173	01-42-5200	6000945684 - supplies	29.12
04/24	04/29/2024		STAPLES ADVANTAGE	7000252173	01-40-5210	6000945678 - supplies	39.92
04/24	04/29/2024		STAPLES ADVANTAGE	7000252173	01-42-5210	6000945678 - supplies	6.00
04/24	04/29/2024		STAPLES ADVANTAGE	7000252173	01-47-5200	6000945680 - supplies	57.17
04/24	04/29/2024		STAPLES ADVANTAGE	7000252173	01-47-5200	• • • • • • • • • • • • • • • • • • • •	110.78
To	otal 38216:						452.60
04/24	04/29/2024	38217	STERLING TALENT SOLUTIONS	9775016	01-40-5075	Background Checks KM	65.26
04/24	04/29/2024	38217	STERLING TALENT SOLUTIONS	9775016	01-43-5075	Background Checks AB	61.26
04/24	04/29/2024	38217	STERLING TALENT SOLUTIONS	9775016	01-49-5075	Background Checks NJ & CS	159.58
To	otal 38217:						286.10
04/24	04/29/2024	38218	The Sherwin-Williams Co Inc	2867-7	01-40-5215	Parking Lot Paint	234.96
To	otal 38218:						234.96
04/24	04/29/2024	38219	TOWN OF MEAD	041924 - RE	01-02-2306	85.9% of restitution 23-8257;23-8255;23-	3,882.74
To	otal 38219:						3,882.74
04/24	04/29/2024	38220	UNITED POWER, INC.	041924 - VA	01-02-2306	85.9% of restitution - Invoice 55911 (Cas	263.24
To	otal 38220:						263.24
04/24	04/29/2024	38221	University Auto Parts, Inc	307466	01-40-5216	TH Pool Car - Oil	22.45
04/24	04/29/2024	38221	University Auto Parts, Inc	308003	04-44-5216	R&M - F350	26.94
To	otal 38221:						49.39
04/24	04/29/2024	38222	US Bank Voyager Fleet Systems	8694028342	01-40-5253	Fuel	37.90
04/24	04/29/2024	38222	US Bank Voyager Fleet Systems	8694028342	01-42-5253	Fuel	2,209.67
04/24	04/29/2024	38222	US Bank Voyager Fleet Systems	8694028342	01-43-5253	Fuel	113.53
04/24	04/29/2024	38222	US Bank Voyager Fleet Systems	8694028342	04-44-5253	Fuel	1,066.34
04/24	04/29/2024		US Bank Voyager Fleet Systems	8694028342	01-45-5253		1,647.29
04/24	04/29/2024	38222	, ,	8694028342	01-47-5253	Fuel	357.12
04/24	04/29/2024	38222	, , ,	8694028342	01-49-5253	Fuel	35.89
04/24	04/29/2024	38222	US Bank Voyager Fleet Systems	8694028342	06-47-5253	Fuel	188.27

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
04/24	04/29/2024	38223	Utility Notification Center of Color	224030878	06-47-5392	Acct 49590 - Line locates	518.58
To	otal 38223:						518.58
04/24	04/29/2024	38224	Voiance Language Services LLC	2024024632	01-42-5343	Interpretation Svcs - March	86.25
To	otal 38224:						86.25
04/24	04/29/2024	38225	WHITE BEAR ANKELE TANAKA	34130	20-40-5400	MURA Legal	410.00
To	otal 38225:						410.00
04/24 04/24	04/29/2024 04/29/2024		Wilson & Company Inc Wilson & Company Inc	124822 124823	14-40-5501 01-02-2615	SRTS 3rd Street Trail 1601 CR38 Interchg - (336)	1,955.50 7,562.10
To	otal 38226:						9,517.60
04/24	04/11/2024	41124100	All Copy Products Inc	524944790	01-47-5315	Copier Lease	78.23
To	otal 41124100:						78.23
04/24 04/24 04/24	04/11/2024 04/11/2024 04/11/2024		CENTURY LINK CENTURY LINK CENTURY LINK	0831 03/25/2 4018 04/01/2 4770 03/25/2	01-40-5300 01-40-5300 01-42-5300	TH Fax Acct#334105308 - Elevator Line Acct #333845176 - PD Fax	72.84 80.33 69.06
To	otal 41124101:						222.23
04/24 04/24 04/24 04/24	04/11/2024 04/11/2024 04/11/2024 04/11/2024	41124102 41124102	TRACTOR SUPPLY CREDIT PLA TRACTOR SUPPLY CREDIT PLA TRACTOR SUPPLY CREDIT PLA TRACTOR SUPPLY CREDIT PLA	1350 04-01-2 1350 04-01-2	01-47-5215 04-44-5215 01-45-5210 01-47-5215	R&M Facilities R&M Facilities Supplies Wash bay tanks	5.99 12.48 54.96 139.99
To	otal 41124102:						213.42
04/24 04/24 04/24 04/24 04/24 04/24 04/24 04/24	04/15/2024 04/15/2024 04/15/2024 04/15/2024 04/15/2024 04/15/2024 04/15/2024 04/15/2024 04/15/2024	41524100 41524100 41524100 41524100 41524100 41524100	HOME DEPOT CREDIT SERVIC	2769 03-21-2 2769 03-21-2 2769 03-21-2 2769 03-21-2 2769 03-21-2 2769 03-21-2 2769 03-21-2 2769 03-21-2 2769 03-21-2	04-44-5254 01-45-5216 01-45-5216 04-44-5364 01-40-5215 04-44-5254	Inv11373 - Pest Control Inv 8144570 - Tools for Shop/PW01 Inv 6011781 - R & M Fleet Inv 6081568 - R & M Fleet Inv 5153137 - snow plow Inv 9153155 - TH Mini Frig Inv 9153155 - 800 lb Hand Truck Inv 7013622 - Tools Inv 6081567 - return	182.52 695.89 1.98 3.15 54.94 209.00 159.00 229.00 1.98-
To	otal 41524100:						1,533.50
04/24 04/24 04/24 04/24	04/15/2024 04/15/2024 04/15/2024 04/15/2024 otal 41524101:	41524101 41524101 41524101	SAMSCLUB SAMSCLUB SAMSCLUB SAMSCLUB	4230 04/01/2 4230 04/01/2 4230 04/01/2 4230 04/01/2	01-42-5200 01-40-5200 01-40-5200 01-47-5200	Supplies Supplies - Sam's Cash	123.12 93.60 65.50- 416.40 567.62
04/24	04/19/2024		Enterprise FM Trust	FBN5001586	08-42-5491	608136 21 Ford Police - 23TPHZ	1,012.95
04/24 04/24	04/19/2024 04/19/2024	41924100 41924100	Enterprise FM Trust Enterprise FM Trust	FBN5001586 FBN5001586	09-45-5491 09-45-5491	608136 21 Ford Ranger - 23VQXP 608136 22 Ford F-250 - 23WMJ2	627.31 855.83

Page: 10 Apr 24, 2024 05:52PM

Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
04/04	04/40/2024	44024400	Entermine FM Tweet		00 45 5404		1 201 11
04/24	04/19/2024	41924100	Enterprise FM Trust	FBN5001586	09-45-5491	608136 22 Ford F-350 - 23WQX4 608136 22 Ford F-250 - 23WQX9	1,201.11
04/24	04/19/2024	41924100	Enterprise FM Trust	FBN5001586	09-45-5491		899.60
04/24	04/19/2024	41924100	Enterprise FM Trust	FBN5001586	04-44-5491	608136 22 Ford Ranger - 25G6J7	679.32
04/24	04/19/2024	41924100	Enterprise FM Trust	FBN5001586	08-42-5491	608136 22 Ford Utility Interceptor - 25H	1,269.87
04/24	04/19/2024	41924100	Enterprise FM Trust	FBN5001586	08-42-5491	608136 22 Ford Utility Interceptor - 25HL	1,333.91
04/24	04/19/2024	41924100	Enterprise FM Trust	FBN5001586	01-43-5491	608136 22 Ford F-150 - 25HL9T	1,198.83
04/24	04/19/2024	41924100	Enterprise FM Trust	FBN5001586	09-45-5491	608136 22 Ford Escape - 25S5SM	648.09
04/24	04/19/2024	41924100	Enterprise FM Trust	FBN5001586	09-45-5491	608136 21 Ford Ranger - 26G3JG	743.56
04/24	04/19/2024	41924100	Enterprise FM Trust	FBN5001586	08-42-5491	608136 22 Ford Utility Interceptor - 26G	766.36
04/24	04/19/2024	41924100	Enterprise FM Trust	FBN5001586	09-49-5491	608136 23 Chev Silverado - 26MD7X	934.30
04/24	04/19/2024	41924100	Enterprise FM Trust	FBN5001586	01-42-5491	608136 23 Toyota Highlander - 26N9DS	1,279.43
04/24	04/19/2024	41924100	Enterprise FM Trust	FBN5001586	08-42-5491	60813623 Ford Interceptor277KHZ	1,042.29
04/24	04/19/2024	41924100	Enterprise FM Trust	FBN5001586	08-42-5491	60813623 Ford Interceptor277KPK	1,042.29
04/24	04/19/2024	41924100	Enterprise FM Trust	FBN5001586	08-42-5491	60813623 Ford Interceptor277KQJ	1,042.29
04/24	04/19/2024	41924100	Enterprise FM Trust	FBN5001586	01-47-5491	60813623 Chevy Silverado27PB84	1,039.47
04/24	04/19/2024	41924100	Enterprise FM Trust	FBN5001586	09-45-5491	60813624 Nissan Frontier27QCF6	1,699.50
To	otal 41924100:					_	19,316.31
04/24	04/19/2024	41924101	John Deere Financial	2895282	04-44-5491	Grader	5,871.01
04/24	04/19/2024	41924101	John Deere Financial	2896100	04-44-5491	Wheel Loader	3,223.46
To	otal 41924101:					-	9,094.47
04/24	04/24/2024	42424100	All Copy Products Inc	526860762	01-40-5315	Copier Lease	126.42
04/24	04/24/2024	42424100	All Copy Products Inc	526860762	01-42-5315	Copier Lease	93.52
To	otal 42424100:					-	219.94
04/24	04/04/0004						
	04/24/2024	42424101	Loveland Pulse	303-007777	01-47-5305	Internet	269.90
To	04/24/2024 otal 42424101:		Loveland Pulse	303-007777	01-47-5305	Internet -	
04/24	otal 42424101: 04/24/2024	42424102	UNITED POWER	12650701 - 0	01-45-5305	Booster Pump Founders 3/2024	269.90
04/24 04/24	otal 42424101: 04/24/2024 04/24/2024	42424102 42424102	UNITED POWER UNITED POWER	12650701 - 0 12952800 -	01-45-5305 01-45-5305	Booster Pump Founders 3/2024 Mead Ponds 3/2024	269.90 20.00 20.00
04/24 04/24	otal 42424101: 04/24/2024	42424102 42424102	UNITED POWER	12650701 - 0	01-45-5305	Booster Pump Founders 3/2024	269.90 20.00 20.00
04/24 04/24 04/24 04/24	otal 42424101: 04/24/2024 04/24/2024	42424102 42424102 42424102 42424102	UNITED POWER UNITED POWER UNITED POWER UNITED POWER	12650701 - 0 12952800 -	01-45-5305 01-45-5305 06-47-5305 01-45-5305	Booster Pump Founders 3/2024 Mead Ponds 3/2024 WWTP 3/2024 Park Sprinkler Liberty 3/2024	20.00 20.00 5,416.48 20.46
04/24 04/24 04/24 04/24	04/24/2024 04/24/2024 04/24/2024 04/24/2024	42424102 42424102 42424102 42424102	UNITED POWER UNITED POWER UNITED POWER	12650701 - 0 12952800 - 14305100 - 0	01-45-5305 01-45-5305 06-47-5305 01-45-5305	Booster Pump Founders 3/2024 Mead Ponds 3/2024 WWTP 3/2024	20.00 20.00 5,416.48 20.46
04/24 04/24 04/24 04/24 04/24	04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024	42424102 42424102 42424102 42424102 42424102	UNITED POWER UNITED POWER UNITED POWER UNITED POWER	12650701 - 0 12952800 - 14305100 - 0 16836300 - 0	01-45-5305 01-45-5305 06-47-5305 01-45-5305 01-45-5305	Booster Pump Founders 3/2024 Mead Ponds 3/2024 WWTP 3/2024 Park Sprinkler Liberty 3/2024	269.90 20.00 20.00 5,416.48 20.46 20.00
04/24 04/24 04/24 04/24 04/24 04/24	04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024	42424102 42424102 42424102 42424102 42424102 42424102	UNITED POWER UNITED POWER UNITED POWER UNITED POWER UNITED POWER	12650701 - 0 12952800 - 14305100 - 0 16836300 - 0 16909300 - 0	01-45-5305 01-45-5305 06-47-5305 01-45-5305 01-45-5305 01-45-5305	Booster Pump Founders 3/2024 Mead Ponds 3/2024 WWTP 3/2024 Park Sprinkler Liberty 3/2024 Feather Ridge 3/2024	269.90 20.00 20.00 5,416.48 20.46 20.00 20.04
04/24 04/24 04/24 04/24 04/24 04/24 04/24	04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024	42424102 42424102 42424102 42424102 42424102 42424102 42424102	UNITED POWER UNITED POWER UNITED POWER UNITED POWER UNITED POWER UNITED POWER	12650701 - 0 12952800 - 14305100 - 0 16836300 - 0 16909300 - 0 17159100 - 0	01-45-5305 01-45-5305 06-47-5305 01-45-5305 01-45-5305 01-45-5305 01-40-5305	Booster Pump Founders 3/2024 Mead Ponds 3/2024 WWTP 3/2024 Park Sprinkler Liberty 3/2024 Feather Ridge 3/2024 Sprinkler Clock Dtn 3/2024	269.90 20.00 20.00 5,416.48 20.46 20.00 20.04
04/24 04/24 04/24 04/24 04/24 04/24 04/24	04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024	42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102	UNITED POWER	12650701 - 0 12952800 - 14305100 - 0 16836300 - 0 16909300 - 0 17159100 - 0 17618300 - 0	01-45-5305 01-45-5305 06-47-5305 01-45-5305 01-45-5305 01-45-5305 01-40-5305	Booster Pump Founders 3/2024 Mead Ponds 3/2024 WWTP 3/2024 Park Sprinkler Liberty 3/2024 Feather Ridge 3/2024 Sprinkler Clock Dtn 3/2024 Town Hall 3/2024	269.90 20.00 20.00 5,416.48 20.40 20.00 20.04 548.19
04/24 04/24 04/24 04/24 04/24 04/24 04/24 04/24	04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024	42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102	UNITED POWER	12650701 - 0 12952800 - 14305100 - 0 16836300 - 0 16909300 - 0 17159100 - 0 17618300 - 0 17770000 - 0	01-45-5305 01-45-5305 06-47-5305 01-45-5305 01-45-5305 01-45-5305 01-45-5305 01-42-5305	Booster Pump Founders 3/2024 Mead Ponds 3/2024 WWTP 3/2024 Park Sprinkler Liberty 3/2024 Feather Ridge 3/2024 Sprinkler Clock Dtn 3/2024 Town Hall 3/2024 Gazebo 3/2024	269.90 20.00 20.00 5,416.48 20.40 20.00 20.04 548.19 24.82 602.93
04/24 04/24 04/24 04/24 04/24 04/24 04/24 04/24 04/24 04/24	04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024	42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102	UNITED POWER	12650701 - 0 12952800 - 14305100 - 0 16836300 - 0 16909300 - 0 17159100 - 0 17618300 - 0 17770000 - 0 18949400 - 0 21881700 - 0	01-45-5305 01-45-5305 06-47-5305 01-45-5305 01-45-5305 01-45-5305 01-45-5305 01-42-5305 01-47-5305	Booster Pump Founders 3/2024 Mead Ponds 3/2024 WWTP 3/2024 Park Sprinkler Liberty 3/2024 Feather Ridge 3/2024 Sprinkler Clock Dtn 3/2024 Town Hall 3/2024 Gazebo 3/2024 Modular PD 3/2024 1341 CR 343/2024	269.90 20.00 5,416.48 20.40 20.00 20.04 548.19 24.83 602.93 594.18
04/24 04/24 04/24 04/24 04/24 04/24 04/24 04/24 04/24 04/24 04/24	04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024	42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102	UNITED POWER	12650701 - 0 12952800 - 14305100 - 0 16836300 - 0 16909300 - 0 17159100 - 0 17618300 - 0 17770000 - 0 18949400 - 0 21881700 - 0 22092202 - 0	01-45-5305 01-45-5305 06-47-5305 01-45-5305 01-45-5305 01-45-5305 01-45-5305 01-42-5305 01-47-5305 06-47-5306	Booster Pump Founders 3/2024 Mead Ponds 3/2024 WWTP 3/2024 Park Sprinkler Liberty 3/2024 Feather Ridge 3/2024 Sprinkler Clock Dtn 3/2024 Town Hall 3/2024 Gazebo 3/2024 Modular PD 3/2024 1341 CR 343/2024 4133 CR 34 - Raterink 2/2024	269.90 20.00 20.00 5,416.48 20.40 20.00 20.04 548.19 24.83 602.91 594.18 74.44
04/24 04/24 04/24 04/24 04/24 04/24 04/24 04/24 04/24 04/24 04/24 04/24	04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024	42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102	UNITED POWER	12650701 - 0 12952800 - 14305100 - 0 16836300 - 0 16909300 - 0 17159100 - 0 17618300 - 0 17770000 - 0 18949400 - 0 21881700 - 0 22092202 - 0 6753101 - 04	01-45-5305 01-45-5305 06-47-5305 01-45-5305 01-45-5305 01-45-5305 01-45-5305 01-42-5305 01-47-5305 06-47-5306 01-45-5305	Booster Pump Founders 3/2024 Mead Ponds 3/2024 WWTP 3/2024 Park Sprinkler Liberty 3/2024 Feather Ridge 3/2024 Sprinkler Clock Dtn 3/2024 Town Hall 3/2024 Gazebo 3/2024 Modular PD 3/2024 1341 CR 343/2024 4133 CR 34 - Raterink 2/2024 Irrig Sprinkler N Creek 3/2024	269.90 20.00 20.00 5,416.48 20.40 20.00 548.19 24.82 602.92 594.18 74.44 20.00
04/24 04/24 04/24 04/24 04/24 04/24 04/24 04/24 04/24 04/24 04/24 04/24	04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024	42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102	UNITED POWER	12650701 - 0 12952800 - 14305100 - 0 16836300 - 0 16909300 - 0 17159100 - 0 17618300 - 0 17770000 - 0 18949400 - 0 21881700 - 0 22092202 - 0 6753101 - 04	01-45-5305 01-45-5305 06-47-5305 01-45-5305 01-45-5305 01-45-5305 01-45-5305 01-42-5305 01-47-5305 06-47-5305 06-47-5305	Booster Pump Founders 3/2024 Mead Ponds 3/2024 WWTP 3/2024 Park Sprinkler Liberty 3/2024 Feather Ridge 3/2024 Sprinkler Clock Dtn 3/2024 Town Hall 3/2024 Gazebo 3/2024 Modular PD 3/2024 1341 CR 343/2024 4133 CR 34 - Raterink 2/2024 Irrig Sprinkler N Creek 3/2024 Pump Lake Thomas 3/2024	269.90 20.00 20.00 5,416.48 20.46 20.00 548.19 24.82 602.97 594.18 74.44 20.00 51.38
04/24 04/24 04/24 04/24 04/24 04/24 04/24 04/24 04/24 04/24 04/24 04/24	04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024	42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102	UNITED POWER	12650701 - 0 12952800 - 14305100 - 0 16836300 - 0 16909300 - 0 17159100 - 0 17618300 - 0 17770000 - 0 18949400 - 0 21881700 - 0 22092202 - 0 6753101 - 04	01-45-5305 01-45-5305 06-47-5305 01-45-5305 01-45-5305 01-45-5305 01-45-5305 01-42-5305 01-47-5306 01-45-5305 01-45-5305 01-45-5305 06-47-5305 01-42-5305	Booster Pump Founders 3/2024 Mead Ponds 3/2024 WWTP 3/2024 Park Sprinkler Liberty 3/2024 Feather Ridge 3/2024 Sprinkler Clock Dtn 3/2024 Town Hall 3/2024 Gazebo 3/2024 Modular PD 3/2024 1341 CR 343/2024 4133 CR 34 - Raterink 2/2024 Irrig Sprinkler N Creek 3/2024	269.90 20.00 20.00 5,416.48 20.46 20.00 20.04 548.19 24.82 602.97 594.18 74.44 20.00 51.38 147.02
04/24 04/24 04/24 04/24 04/24 04/24 04/24 04/24 04/24 04/24 04/24 04/24 04/24	04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024	42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102	UNITED POWER	12650701 - 0 12952800 - 14305100 - 0 16836300 - 0 16909300 - 0 17159100 - 0 17618300 - 0 17770000 - 0 18949400 - 0 21881700 - 0 22092202 - 0 6753101 - 04 7490500 - 04 83701 - 04/0	01-45-5305 01-45-5305 06-47-5305 01-45-5305 01-45-5305 01-45-5305 01-45-5305 01-42-5305 01-47-5306 01-45-5305 01-45-5305 01-45-5305 06-47-5305 01-42-5305	Booster Pump Founders 3/2024 Mead Ponds 3/2024 WWTP 3/2024 Park Sprinkler Liberty 3/2024 Feather Ridge 3/2024 Sprinkler Clock Dtn 3/2024 Town Hall 3/2024 Gazebo 3/2024 Modular PD 3/2024 1341 CR 343/2024 4133 CR 34 - Raterink 2/2024 Irrig Sprinkler N Creek 3/2024 Pump Lake Thomas 3/2024 Shop 3/2024	269.90 269.90 20.00 5,416.48 20.46 20.00 20.04 548.19 24.82 602.97 594.18 74.44 20.00 51.38 147.02 39.55
04/24 04/24 04/24 04/24 04/24 04/24 04/24 04/24 04/24 04/24 04/24 04/24 To	04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024	42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102	UNITED POWER	12650701 - 0 12952800 - 14305100 - 0 16836300 - 0 16909300 - 0 17159100 - 0 17618300 - 0 17770000 - 0 18949400 - 0 21881700 - 0 22092202 - 0 6753101 - 04 7490500 - 04 83701 - 04/0	01-45-5305 01-45-5305 06-47-5305 01-45-5305 01-45-5305 01-45-5305 01-45-5305 01-42-5305 01-47-5305 06-47-5305 06-47-5305 06-47-5305	Booster Pump Founders 3/2024 Mead Ponds 3/2024 WWTP 3/2024 Park Sprinkler Liberty 3/2024 Feather Ridge 3/2024 Sprinkler Clock Dtn 3/2024 Town Hall 3/2024 Gazebo 3/2024 Modular PD 3/2024 1341 CR 343/2024 4133 CR 34 - Raterink 2/2024 Irrig Sprinkler N Creek 3/2024 Pump Lake Thomas 3/2024 Shop 3/2024	269.90 20.00 20.00 5,416.48 20.46 20.00 548.19 24.82 602.97 594.18 74.44 20.00 51.39 147.02 39.58
04/24 04/24 04/24 04/24 04/24 04/24 04/24 04/24 04/24 04/24 04/24 TG	04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024	42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102	UNITED POWER	12650701 - 0 12952800 - 14305100 - 0 16836300 - 0 16909300 - 0 17159100 - 0 17618300 - 0 17770000 - 0 18949400 - 0 21881700 - 0 22092202 - 0 6753101 - 04 7490500 - 04 83701 - 04/0 96302 - 04/0	01-45-5305 01-45-5305 06-47-5305 01-45-5305 01-45-5305 01-45-5305 01-45-5305 01-42-5305 01-47-5305 01-45-5305 01-45-5305 01-45-5305 06-47-5305 06-47-5305	Booster Pump Founders 3/2024 Mead Ponds 3/2024 WWTP 3/2024 Park Sprinkler Liberty 3/2024 Feather Ridge 3/2024 Sprinkler Clock Dtn 3/2024 Town Hall 3/2024 Gazebo 3/2024 Modular PD 3/2024 1341 CR 343/2024 4133 CR 34 - Raterink 2/2024 Irrig Sprinkler N Creek 3/2024 Pump Lake Thomas 3/2024 Shop 3/2024 WWTP Lagoon 3/2024	269.90 20.00 20.00 5,416.48 20.00 20.04 548.19 24.82 602.97 594.18 74.44 20.00 51.38 147.02 39.58
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04/24 04/24 04/24 04/24 04/24 04/24 04/24 04/24 04/24 04/24 04/24 04/24 04/24	04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024 04/24/2024	42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424102 42424103 42424103 42424103 42424103 42424103	UNITED POWER	12650701 - 0 12952800 - 14305100 - 0 16836300 - 0 16909300 - 0 17159100 - 0 17618300 - 0 17770000 - 0 18949400 - 0 21881700 - 0 22092202 - 0 6753101 - 04 7490500 - 04 83701 - 04/0 96302 - 04/0	01-45-5305 01-45-5305 06-47-5305 01-45-5305 01-45-5305 01-45-5305 01-45-5305 01-42-5305 01-47-5305 06-47-5305 06-47-5305 06-47-5305 06-47-5305	Booster Pump Founders 3/2024 Mead Ponds 3/2024 WWTP 3/2024 Park Sprinkler Liberty 3/2024 Feather Ridge 3/2024 Sprinkler Clock Dtn 3/2024 Town Hall 3/2024 Gazebo 3/2024 Modular PD 3/2024 1341 CR 343/2024 4133 CR 34 - Raterink 2/2024 Irrig Sprinkler N Creek 3/2024 Pump Lake Thomas 3/2024 Shop 3/2024 WWTP Lagoon 3/2024	269.90 20.00 20.00 5,416.48 20.46 20.00 548.19 24.82 602.97 594.18 74.44 20.00 51.39 147.02 39.55

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
			-				
04/24	04/24/2024	42424103	VERIZON WIRELESS	9961053182	01-41-5210	Wireless bill	51.44
04/24	04/24/2024	42424103	VERIZON WIRELESS	9961053182	01-40-5300	Wireless bill	40.01
04/24	04/24/2024	42424103	VERIZON WIRELESS	9961053183	01-42-5300	Wireless bill	1,285.32
To	otal 42424103:						1,755.47
04/24	04/29/2024	42924100	Official with the Whistle	1	01-49-5260	4/13 - Soccer Ref	210.00
To	otal 42924100:						210.00
G	rand Totals:						274,888.94

#### Summary by General Ledger Account Number

	Debit	Credit	Proof
01-02-2000	2,576.76	169,675.28-	167,098.52-
01-02-2306	4,145.98	.00	4,145.98
01-02-2312	13,033.00	.00	13,033.00
01-02-2615	22,044.10	.00	22,044.10
01-40-5075	134.26	.00	134.26
01-40-5200	168.51	65.50-	103.01
01-40-5201	16.99	.00	16.99
01-40-5210	600.25	.00	600.25
01-40-5215	453.95	.00	453.95
01-40-5216	3,297.67	.00	3,297.67
01-40-5253	37.90	.00	37.90
01-40-5300	193.18	.00	193.18
01-40-5305	826.74	.00	826.74
01-40-5310	130.58	.00	130.58
01-40-5315	392.69	.00	392.69
01-40-5320	31.85	.00	31.85
01-40-5330	30.00	.00	30.00
01-40-5331	1,640.00	.00	1,640.00
01-40-5399	724.05	.00	724.05
01-40-5400	26,643.83	.00	26,643.83
01-40-5401	15,606.93	.00	15,606.93
01-40-5700	100.00	.00	100.00
01-41-5210	51.44	.00	51.44
01-41-5320	15.92	.00	15.92
01-41-5340	233.93	.00	233.93
01-41-5347	10,000.00	.00	10,000.00
01-41-5700	23.00	.00	23.00
01-41-5841	257.50	.00	257.50
01-42-5200	273.16	.00	273.16
01-42-5210	6.00	.00	6.00
01-42-5216	2,321.56	.00	2,321.56
01-42-5253	2,209.67	.00	2,209.67
01-42-5254	435.60	.00	435.60
01-42-5255	245.00	.00	245.00
01-42-5300	1,354.38	.00	1,354.38
01-42-5305	931.42	.00	931.42
01-42-5310	157.87	.00	157.87
01-42-5315	190.54	.00	190.54

GL Account	Debit	Credit	Proof
01-42-5320	398.11	.00	398.11
01-42-5330	525.00	.00	525.00
01-42-5343	1,038.25	.00	1,038.25
01-42-5491	1,279.43	.00	1,279.43
01-43-5075	61.26	.00	61.26
01-43-5201	1,140.00	.00	1,140.00
01-43-5253	113.53	.00	113.53
01-43-5300	111.46	.00	111.46
01-43-5320	15.92	.00	15.92
01-43-5460	15,125.38	.00	15,125.38
01-43-5491	1,198.83	.00	1,198.83
01-45-5210	54.96	.00	54.96
01-45-5216	528.13	47.48-	480.65
01-45-5253	1,647.29	.00	1,647.29
01-45-5305	195.14	.00	195.14
01-45-5310	556.50	.00	556.50
01-45-5320	79.62	.00	79.62
01-45-5370	4,508.00	.00	4,508.00
01-45-5372	2,992.56	2,463.78-	528.78
01-47-5075	45.48	.00	45.48
01-47-5200	628.81	.00	628.81
01-47-5201	167.52	.00	167.52
01-47-5210	293.51	.00	293.51 353.07
01-47-5215 01-47-5253	353.07 357.12	.00 .00	353.07 357.12
01-47-5253	120.03	.00	120.03
01-47-5305	864.08	.00	864.08
01-47-5310	184.96	.00	184.96
01-47-5315	150.22	.00	150.22
01-47-5320	31.85	.00	31.85
01-47-5405	2,631.30	.00	2,631.30
01-47-5491	1,039.47	.00	1,039.47
01-48-5040	400.00	.00	400.00
01-48-5320	15.92	.00	15.92
01-48-5399	160.90	.00	160.90
01-49-5075	288.58	.00	288.58
01-49-5253	35.89	.00	35.89
01-49-5260	621.88	.00	621.88
01-49-5261	7,050.00	.00	7,050.00
01-49-5262	2,403.38	.00	2,403.38
01-49-5265	653.00	.00	653.00
01-49-5300	40.01	.00	40.01
01-49-5320	31.85	.00	31.85
01-49-5330	197.00	.00	197.00
01-49-5399	10,160.90	.00	10,160.90
01-49-5401	109.00	.00	109.00
01-49-5700	110.73	.00	110.73
04-02-2000	.00	26,125.64-	26,125.64-
04-44-5201	1,140.00	.00	1,140.00
04-44-5215	12.48	.00	12.48
04-44-5216	26.94	.00	26.94
04-44-5250	4,392.00	.00	4,392.00
04-44-5252	825.74	.00	825.74
04-44-5253	1,066.34	.00	1,066.34
04-44-5254	1,083.89	.00	1,083.89
04-44-5255	2,349.99	.00	2,349.99
04-44-5300	67.19	.00	67.19

GL Accou	nt	Debit	Credit	Proof
	04-44-5320	119.43	.00	119.43
	04-44-5360	3,942.00	.00	3,942.00
	04-44-5364	54.94	.00	54.94
	04-44-5491	9,773.79	.00	9,773.79
	04-44-5501	1,270.91	.00	1,270.91
	06-02-2000	.00	27,864.13-	27,864.13-
	06-40-5205	411.16	.00	411.16
	06-40-5300	40.01	.00	40.01
	06-40-5320	39.81	.00	39.81
	06-40-5399	563.15	.00	563.15
	06-40-5400	991.33	.00	991.33
	06-40-5401	1,239.48	.00	1,239.48
	06-40-5405	5,039.20	.00	5,039.20
	06-40-5410	210.42	.00	210.42
	06-47-5215	45.50	.00	45.50
	06-47-5231	3,530.12	.00	3,530.12
	06-47-5253	188.27	.00	188.27
	06-47-5305	5,507.42	.00	5,507.42
	06-47-5306	74.44	.00	74.44
	06-47-5310	132.74	.00	132.74
	06-47-5390	6,248.79	.00	6,248.79
	06-47-5391	894.54	.00	894.54
	06-47-5392	518.58	.00	518.58
	06-47-5396	541.32	.00	541.32
	06-47-5558	1,647.85	.00	1,647.85
	08-02-2000	.00	7,509.96-	7,509.96-
	08-42-5491	7,509.96	.00	7,509.96
	09-02-2000	.00	21,715.28-	21,715.28-
	09-02-2005	9,999.98	.00	9,999.98
	09-45-5491	6,675.00	.00	6,675.00
	09-49-5491	934.30	.00	934.30
	09-50-5500	3,620.00	.00	3,620.00
	09-51-5500	486.00	.00	486.00
	14-02-2000	.00	22,994.40-	22,994.40-
	14-40-5500	2,043.00	.00	2,043.00
	14-40-5501	1,955.50	.00	1,955.50
	14-40-5558	2,250.00	.00	2,250.00
	14-40-5565	13,320.50	.00	13,320.50
	14-40-5567	3,425.40	.00	3,425.40
	20-02-2000	.00	1,564.53-	1,564.53-
	20-40-5320	15.94	.00	15.94
	20-40-5400	410.00	.00	410.00
	20-40-5401	1,138.59	.00	1,138.59
	99-01-1075	118.99	102.51-	16.48
	99-02-2000	102.51	118.99-	16.48-
Grand Totals:	_	280,247.48	280,247.48-	.00
	<del>-</del>			

Report Criteria:

Report type: GL detail

#### TOWN OF MEAD COMBINED CASH INVESTMENT MARCH 31, 2024

#### COMBINED CASH ACCOUNTS

99-01-1001	INDEPENDENT BANK - CHECKING	1,664,140.75
99-01-1002	TBK BANK - OFFICE CHECK	70,534.42
99-01-1003	TBK BANK - MONEY MARKET	147,059.15
99-01-1005	TBK BANK - FLEX DEBIT CARDS	54,260.51
99-01-1011	XPRESS DEPOSIT ACCOUNT	67,343.58
99-01-1023	COLOTRUST PLUS	12,620,429.41
99-01-1024	COLOTRUST PRIME	10,786.88
99-01-1025	CSIP	5,480,979.77
99-01-1026	CSAFE	12,093,726.32
99-01-1075	UTILITY CASH CLEARING	( 173.54)
99-01-1076	A/R CASH CLEARING	( 1,290.40)
99-01-1077	COURT CASH CLEARING	( 13,850.48)
	TOTAL COMBINED CASH	32,193,946.37
99-02-2000	A/P - MISCELLANEOUS	288.64
99-01-0100	CASHALLOCATED TO OTHER FUNDS	( 32,194,235.01)
	TOTAL UNALLOCATED CASH	.00

#### CASH ALLOCATION RECONCILIATION

	——————————————————————————————————————	
1	ALLOCATION TO GENERAL FUND	9,961,935.70
4	ALLOCATION TO STREET IMPROVEMENT FUND	2,117,825.37
5	ALLOCATION TO CONSERVATION TRUST FUND	136,364.10
6	ALLOCATION TO SEWER FUND	1,424,676.71
8	ALLOCATION TO POLICE FUND	141,797.74
9	ALLOCATION TO MUNICIPAL FACILITIES FUND	4,375,444.60
14	ALLOCATION TO TRANSPORTATION FUND	6,215,875.57
18	ALLOCATION TO PARKS & OPEN SPACE	568,287.50
19	ALLOCATION TO CAPITAL IMPROVEMENT FUND	3,947,475.46
20	ALLOCATION TO MEAD URBAN RENEWAL AUTHORITY	3,304,486.69
30	ALLOCATION TO ELEVATION 25 GEN'L IMPVT DIST.	65.57
	TOTAL ALLOCATIONS TO OTHER FUNDS	32,194,235.01
	ALLOCATION FROM COMBINED CASH FUND - 99-01-0100	( 32,194,235.01)
	ZERO PROOF IF ALLOCATIONS BALANCE	.00

#### GENERAL FUND

01-01-0100	COMBINED CASH	9,961,935.70
01-01-1007	CASH DRAWER - TOWN HALL	500.00
01-01-1008	CASH DRAWER - POLICE	100.00
01-01-1240	TREE TRIMMING COSTS RECEIVABLE	500.00
01-01-1300	A/R - BILLED ACCOUNTS	191,249.71
01-01-1301	A/R - GENERAL	812,421.96
01-01-1302	PREPAID EXPENSE	34,222.70
01-01-1307	24HOUR FLEX DEPOSIT	1,500.00

TOTAL ASSETS 11,002,430.07

#### LIABILITIES AND EQUITY

#### LIABILITIES

01-02-2000	ACCOUNTS PAYABLE		99,288.97
01-02-2300	457(B) DEFERRED COMP PAYABLE		7,562.54
01-02-2302	FLEXPLAN PAYABLE		9,613.03
01-02-2306	RESTITUTION PAYABLE		1,350.00
01-02-2308	DEPOSITS PAYABLE		7,000.00
01-02-2310	EMPLOYEE HEALTH INS. PAYABLE	(	66,633.70)
01-02-2311	FPPA PAYABLE		13,883.39
01-02-2312	WORKERS COMP INSURANCE PAYABLE		4,302.63
01-02-2314	401(A) CONTRIBUTIONS PAYABLE		813.13
01-02-2400	FED. WITHHOLDING TAX PAYABLE		13,566.81
01-02-2401	SOCIAL SECURITY TAX PAYABLE		9,622.70
01-02-2402	MEDICARE TAX PAYABLE		3,836.20
01-02-2403	STATE WITHHOLDING TAX PAYABLE		14,615.31
01-02-2404	STATE UNEMPLOYMENT TAX PAYABLE		1,864.66
01-02-2600	WARRANTY FUNDS	2	2,022,405.23
01-02-2610	DEVELOPER DEPOSITS		226,645.00
01-02-2615	DEVELOPER LIABILITIES		127,446.60
01-02-2705	DEFERRED REVENUE	1	,162,831.09
01-02-2706	UNAVAILABLE REVENUE		50,462.67

TOTAL LIABILITIES 3,710,476.26

FUND EQUITY

01-02-3001 FUND BALANCE 7,534,961.21

UNAPPROPRIATED FUND BALANCE:

REVENUE OVER EXPENDITURES - YTD ( 243,007.40)

BALANCE - CURRENT DATE ( 243,007.40)

TOTAL FUND EQUITY

7,291,953.81

TOTAL LIABILITIES AND EQUITY

11,002,430.07

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	TAXES					
01-10-4000	PROPERTY TAX	464,322.38	466,402.21	2,832,450.00	2,366,047.79	16.5
01-10-4000	SALES TAX	222,534.95	921,727.09	4,538,344.00	3,616,616.91	20.3
	LODGING TAX	222.00	278.00	800.00	522.00	34.8
01-10-4020	SPECIFIC OWNERSHIP TAX	9,950.80	25,964.61	85.000.00	59,035.39	30.6
01-10-4030	BUILDING PERMIT USE TAX	20,452.39	103,658.10	445,874.00	342,215.90	23.3
01-10-4040	CIGARETTE TAX	847.87	2,834.56	13,000.00	10,165.44	21.8
01-10-4050	MURA REVENUE SHARING	.00	.00	196,692.00	196,692.00	.0
01-10-4070	FEDERAL MINERAL LEASE	.00	.00	30,000.00	30,000.00	.0
01-10-4071	STATE SEVERANCE TAXES	.00	.00	150,000.00	150,000.00	.0
	TOTAL TAXES	718,330.39	1,520,864.57	8,292,160.00	6,771,295.43	18.3
		· · · · · · · · · · · · · · · · · · ·				
	FEES AND PERMITS					
01-11-4100	BUILDING PERMIT FEES	26,727.54	116,204.95	553,205.00	437,000.05	21.0
01-11-4102	OTHER PERMITS	700.00	2,686.79	35,000.00	32,313.21	7.7
01-11-4103	CONVENIENCE FEE	1,023.27	5,214.49	30,000.00	24,785.51	17.4
01-11-4110	BUILDING PERMIT - ADMIN. FEES	3,050.00	12,050.00	56,520.00	44,470.00	21.3
01-11-4111	PASSPORT FEES	530.00	2,010.00	9,000.00	6,990.00	22.3
01-11-4112	TOWN HALL/PARK FEES	265.00	435.00	1,500.00	1,065.00	29.0
01-11-4120	FRANCHISE FEES	30,647.89	82,392.04	276,022.00	193,629.96	29.9
01-11-4130	DEVELOPER APPLICATION FEES	2,200.27	4,556.51	25,000.00	20,443.49	18.2
01-11-4140	ROYALTIES	16,668.58	38,845.08	200,000.00	161,154.92	19.4
	TOTAL FEES AND PERMITS	81,812.55	264,394.86	1,186,247.00	921,852.14	22.3
	LICENSES					
01-12-4200	BUSINESS/SALES TAX LICENSE	1,060.00	5,255.81	12,500.00	7,244.19	42.1
01-12-4210 01-12-4220	LIQUOR LICENSE PET LICENSES	103.75 35.00	576.25 250.00	2,500.00 600.00	1,923.75 350.00	23.1 41.7
01-12-4220	PET LICENSES	35.00			350.00	41.7
	TOTAL LICENSES	1,198.75	6,082.06	15,600.00	9,517.94	39.0
	CHARGES FOR SERVICES					
01-13-4304	IGASCHOOL RESOURCE OFFICERS	.00	.00	171,232.00	171,232.00	.0
01-13-4305	SCHOOL GUARD REIMBURSEMENT	2,016.00	4,816.00	20,000.00	15,184.00	24.1
01-13-4310	NEW DEVELOPMENT CHARGES	29,013.48	84,803.82	250,000.00	165,196.18	33.9
	SALES OF MERCHANDISE	20.00	40.00	8,500.00	8,460.00	.5
	SENIOR EVENT FEES	.00	.00	400.00	400.00	.0
01-13-4625	RECREATION REGISTRATION FEES	7,305.00	23,525.00	62,725.00	39,200.00	37.5
	TOTAL CHARGES FOR SERVICES	38,354.48	113,184.82	512,857.00	399,672.18	22.1

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	FINES AND FORFEITS					
01-14-4420	COURT FINES	4,710.00	4,718.09	54,000.00	49,281.91	8.7
01-14-4422	COURT COSTS	1,750.00	3,825.00	15,000.00	11,175.00	25.5
01-14-4423	POLICE REPORTS	177.50	1,223.00	2,400.00	1,177.00	51.0
01-14-4620	MISC. POLICE INCOME	75.00	309.00	1,000.00	691.00	30.9
	TOTAL FINES AND FORFEITS	6,712.50	10,075.09	72,400.00	62,324.91	13.9
	GRANTS & ECONOMIC DEVELOPMENT					
01-15-4513	DOLA GRANTLAND USE CODE	.00	.00	100,000.00	100,000.00	.0
01-15-4516	GRANT - UNITED WAY	.00	.00	2,500.00	2,500.00	.0
01-15-4519	GRANTMAIN STREET GRANTS	.00	.00	100,000.00	100,000.00	.0
01-15-4526	POLICE GRANTS	5,357.88	7,571.18	127,500.00	119,928.82	5.9
	TOTAL GRANTS & ECONOMIC DEVELOPME	5,357.88	7,571.18	330,000.00	322,428.82	2.3
	MISCELLANEOUS					
01-18-4619	INTEREST & DIVIDEND INCOME	43,271.63	136,079.21	454,017.00	317,937.79	30.0
01-18-4620	MISC. INCOME	2,954.85	33,611.32	25,000.00	( 8,611.32)	134.5
01-18-4622	DONATIONS/FUNDRAISING	.00	600.00	5,000.00	4,400.00	12.0
01-18-4623	SALE OF ASSETS	.00	.00	10,000.00	10,000.00	.0
01-18-4625	METRO DISTRICT PAYMENTS	3,975.60	23,450.60	99,454.00	76,003.40	23.6
01-18-4628	CASH OVER/(SHORT)	.00	.00	2,500.00	2,500.00	.0
	TOTAL MISCELLANEOUS	50,202.08	193,741.13	595,971.00	402,229.87	32.5
	TOTAL FUND REVENUE	901,968.63	2,115,913.71	11,005,235.00	8,889,321.29	19.2

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ADMINISTRATION					
01-40-5001	SALARIES & WAGES	31,551.60	112,958.24	395,459.00	282,500.76	28.6
01-40-5050	CLEANING	1,430.96	1,430.96	10,000.00	8,569.04	14.3
01-40-5055	OVERTIME	99.22	400.99	.00	( 400.9	9) .0
01-40-5060	PAYROLL TAXES	2,459.24	8,890.91	31,160.00	22,269.09	28.5
01-40-5065	WORKERS COMP	337.62	1,205.69	3,112.00	1,906.31	38.7
01-40-5066	HEALTH INSURANCE	2,480.09	11,258.11	46,771.00	35,512.89	24.1
01-40-5067	DEFERRED COMP/RETIREMENT	2,403.09	7,162.92	30,880.00	23,717.08	23.2
01-40-5068	MEDICAL SAVINGS	487.08	1,000.40	3,621.00	2,620.60	27.6
01-40-5075	EMPLOYMENT/RECRUITMENT EXPENSE	.00	500.00	10,000.00	9,500.00	5.0
01-40-5200	OFFICE SUPPLIES	1,583.11	2,087.35	7,500.00	5,412.65	
01-40-5201	COMPUTER/TECHNOLOGY	711.52	19,137.52	45,000.00	25,862.48	
	PRINTING EXPENSE	.00	.00	2,500.00	2,500.00	
	UNIFORMS	464.68	717.41	1,200.00	482.59	
01-40-5205	POSTAGE	747.15	1,958.74	10,000.00	8,041.26	
01-40-5210	OPERATING SUPPLIES	465.37	869.72	7,500.00	6,630.28	
	FURNISHINGS	.00	.00	15,000.00	15,000.00	
01-40-5215 01-40-5216	REPAIRS & MAINT FLEET R&M	2,676.59	15,223.55	20,000.00	4,776.45	
01-40-5216	GAS & OIL	.00 .00	.00 .00	500.00 1,000.00	500.00 1,000.00	
	TELEPHONE	747.84	1,826.10	7,210.00	5,383.90	
	UTILITIES	909.24	1,986.43	10,300.00	8,313.57	
01-40-5310	TRASH REMOVAL	78.35	242.91	1,236.00	993.09	
01-40-5315	COPIER EXPENSES	864.42	1,420.29	9,000.00	7,579.71	
01-40-5320	PROPERTY & LIABILITY INSURANCE	1,826.29	4,176.79	8,606.00	4,429.21	
01-40-5325	INTERNET/WEBSITE EXPENSE	460.30	16,811.95	12,500.00	( 4,311.9	
01-40-5330	TRAINING	70.00	344.11	20,000.00	19,655.89	•
01-40-5331	DUES AND SUBSCRIPTIONS	1,851.74	20,351.28	35,000.00	14,648.72	58.2
01-40-5332	TUITION REIMBURSEMENT	.00	.00	3,000.00	3,000.00	.0
01-40-5353	WATER ASSESSMENTS	413.50	413.50	1,400.00	986.50	29.5
01-40-5399	OTHER PROFESSIONAL SERVICES	724.00	7,159.70	14,600.00	7,440.30	49.0
01-40-5400	LEGAL FEES	21,546.33	48,113.99	258,923.00	210,809.01	18.6
01-40-5401	CONSULTING FEES	11,563.84	24,389.06	204,917.00	180,527.94	11.9
01-40-5415	AUDIT FEES	.00	.00	15,954.00	15,954.00	.0
01-40-5416	PASSPORT EXPENSES	.00	.00	400.00	400.00	0.
01-40-5425	COUNTY TREASURER'S FEE	4,807.51	4,828.31	28,325.00	23,496.69	
	CAPITAL OUTLAYCOMPUTERS	.00	.00	25,000.00	25,000.00	
01-40-5700	MISC. EXPENSE	174.36	551.10	10,000.00	9,448.90	
01-40-5701	BANK FEES	3,052.41	10,753.00	38,063.00	27,310.00	
01-40-5705	MILEAGE	.00	1,400.00	10,000.00	8,600.00	
01-40-5720	CONTINGENCIES	.00	.00	25,000.00	25,000.00	.0
	TOTAL ADMINISTRATION	96,987.45	329,571.03	1,380,637.00	1,051,065.97	23.9

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	BOARD OF TRUSTEES					
01-41-5001	SALARIES & WAGES	1,699.93	5,099.81	22,099.00	16,999.19	23.1
01-41-5030	MAYOR AND BOARD SALARIES	.00	8,800.00	52,800.00	44,000.00	16.7
01-41-5060	PAYROLL TAXES	129.68	1,055.06	5,730.00	4,674.94	18.4
01-41-5065	WORKERS COMP	1.76	9.16	40.00	30.84	22.9
01-41-5066	HEALTH INSURANCE	106.11	510.27	2,340.00	1,829.73	21.8
01-41-5067	DEFERRED COMP	85.00	255.00	1,078.00	823.00	23.7
01-41-5068	MEDICAL SAVINGS	3.12	15.60	82.00	66.40	19.0
01-41-5075	EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	500.00	500.00	.0
01-41-5201	COMPUTER / TECHNOLOGY	.00	.00	5,000.00	5,000.00	.0
01-41-5210	OPERATING SUPPLIES	85.42	136.88	2,000.00	1,863.12	6.8
01-41-5212	FURNISHINGS	( 36.76)	132.07	11,500.00	11,367.93	1.2
01-41-5230	ELECTIONS	.00	.00	25,000.00	25,000.00	.0
01-41-5320	PROPERTY & LIABILITY INSURANCE	913.14	2,088.39	4,303.00	2,214.61	48.5
01-41-5330	TRAINING	1,265.00	3,088.52	15,000.00	11,911.48	20.6
01-41-5331	DUES & SUBSCRIPTIONS	.00	2,321.14	2,000.00	( 321.14)	116.1
01-41-5340	PUBLISHED NOTICES	230.92	340.68	2,500.00	2,159.32	13.6
01-41-5341	ORDINANCE CODIFICATION	.00	2,845.83	7,500.00	4,654.17	37.9
01-41-5347	COMMUNITY CONTRIBUTIONS	.00	.00	24,000.00	24,000.00	.0
01-41-5399	OTHER PROFESSIONAL SERVICES	.00.	9,428.74	7,500.00	( 1,928.74)	125.7
01-41-5430	RECORDING FEES	.00.	7.25	2,000.00	1,992.75	.4
01-41-5700	MISC. EXPENSE	329.88	1,153.17	7,500.00	6,346.83	15.4
01-41-5841	BOARD OUTREACH ACTIVITIES	278.64	1,182.73	35,000.00	33,817.27	3.4
	TOTAL BOARD OF TRUSTEES	5,091.84	38,470.30	235,472.00	197,001.70	16.3

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	POLICE					
01-42-5001	SALARIES & WAGES	124,196.88	373,810.81	1,733,304.00	1,359,493.19	21.6
01-42-5050	CLEANING	1,752.06	1,752.06	9,000.00	7,247.94	19.5
01-42-5055	OVERTIME	450.61	4,005.71	25,000.00	20,994.29	16.0
01-42-5060	PAYROLL TAXES	2,973.97	8,887.60	36,530.00	27,642.40	24.3
01-42-5065	WORKERS COMP	3,360.79	22,202.88	40,185.00	17,982.12	55.3
01-42-5066	HEALTH INSURANCE	9,225.92	45,314.23	202,843.00	157,528.77	22.3
01-42-5067	DEFERRED COMP	452.24	1,347.42	5,224.00	3,876.58	25.8
01-42-5068	MEDICAL SAVINGS	154.56	772.80	3,018.00	2,245.20	25.6
01-42-5069	FPPA	10,846.40	32,640.82	155,533.00	122,892.18	21.0
01-42-5071	D&D	3,904.72	11,750.74	52,881.00	41,130.26	22.2
01-42-5075	EMPLOYMENT/RECRUITMENT EXPENSE	.00	1,275.35	3,000.00	1,724.65	42.5
01-42-5200	OFFICE SUPPLIES	197.18	547.27	4,000.00	3,452.73	13.7
01-42-5201	COMPUTER / TECHNOLOGY	1,014.91	12,991.76	47,450.00	34,458.24	27.4
01-42-5203	UNIFORMS	.00	.00	800.00	800.00	.0
01-42-5210	OPERATING SUPPLIES	465.57	923.03	16,000.00	15,076.97	5.8
01-42-5215	REPAIR & MAINTENANCE	662.49	3,200.86	5,000.00	1,799.14	64.0
01-42-5216	FLEET R&M	1,656.95	970.10	18,000.00	17,029.90	5.4
01-42-5253	GAS & OIL	1,959.46	4,279.86	30,000.00	25,720.14	14.3
01-42-5254	UNIFORMS & TOOLS	415.95	2,519.03	29,000.00	26,480.97	8.7
01-42-5255	OPERATING EQUIPMENT	6,429.12	28,078.04	78,950.00	50,871.96	35.6
01-42-5300	TELEPHONES	1,696.27	3,027.79	15,895.00	12,867.21	19.1
01-42-5305	UTILITIES	1,540.31	5,033.21	18,000.00	12,966.79	28.0
01-42-5310	TRASH REMOVAL	157.87	473.61	2,000.00	1,526.39	23.7
01-42-5315	COPIER EXPENSE	188.10	485.39	3,000.00	2,514.61	16.2
01-42-5320	GENERAL LIABILITY INSURANCE	22,828.59	52,209.84	112,028.00	59,818.16	46.6
01-42-5325	INTERNET/WEBSITE EXPENSE	132.45	264.90	2,000.00	1,735.10	13.3
01-42-5330	TRAINING	2,107.46	15,893.97	70,600.00	54,706.03	22.5
01-42-5331	DUES & MEMBERSHIPS	.00	9,930.59	12,145.00	2,214.41	81.8
01-42-5332	TUITION REIMBURSEMENT	.00	845.00	6,000.00	5,155.00	14.1
01-42-5343	CONTRACTUAL SERVICES	2,708.97	76,507.35	159,700.00	83,192.65	47.9
01-42-5348	PEST CONTROL	.00	.00	2,000.00	2,000.00	.0
01-42-5349	WELLNESS PROGRAM	.00	.00	3,500.00	3,500.00	.0
01-42-5350	LAB FEES	( 8.00)	( 8.00)	500.00	508.00	( 1.6)
01-42-5399	OTHER PROFESSIONAL SERVICES	.00	2,758.90	3,150.00	391.10	87.6
01-42-5400	LEGAL FEES	.00	.00	15,000.00	15,000.00	.0
01-42-5491	VEHICLE LEASE EXPENSES	1,279.43	3,838.29	13,652.00	9,813.71	28.1
01-42-5500	CAPITAL OUTLAY	.00	.00	8,000.00	8,000.00	.0
01-42-5700	MISC. EXPENSE	929.15	1,019.38	1,000.00	( 19.38)	101.9
	TOTAL POLICE	203,680.38	729,550.59	2,943,888.00	2,214,337.41	24.8

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	COMMUNITY DEVELOPMENT					
01-43-5001	SALARIES & WAGES	24,146.23	83,547.84	374,057.00	290,509.16	22.3
01-43-5060	PAYROLL TAXES	1,831.89	6,234.83	28,615.00	22,380.17	21.8
01-43-5065	WORKERS COMP	98.60	307.30	258.00	( 49.30)	119.1
01-43-5066	HEALTH INSURANCE	2,238.41	12,162.07	35,572.00	23,409.93	34.2
01-43-5067	DEFERRED COMP	969.86	3,373.14	12,997.00	9,623.86	26.0
01-43-5068	MEDICAL SAVINGS	30.73	153.63	393.00	239.37	39.1
01-43-5075	EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	500.00	500.00	.0
01-43-5200	OFFICE SUPPLIES	93.56	108.45	800.00	691.55	13.6
01-43-5201	COMPUTER / TECHNOLOGY	222.50	1,076.88	9,000.00	7,923.12	12.0
01-43-5202	PRINTING EXPENSE	146.84	146.84	750.00	603.16	19.6
01-43-5203	UNIFORMS	231.95	440.67	1,250.00	809.33	35.3
01-43-5216	REPAIRS & MAINTFLEET	.00	121.94	1,000.00	878.06	12.2
01-43-5253	GAS & OIL	104.81	179.43	1,000.00	820.57	17.9
01-43-5300	TELEPHONE	111.48	298.96	2,000.00	1,701.04	15.0
01-43-5320	PROPERTY & LIABILITY INSURANCE	913.14	2,088.39	4,303.00	2,214.61	48.5
01-43-5330	TRAINING	1,012.70	1,166.02	6,000.00	4,833.98	19.4
01-43-5331	DUES & MEMBERSHIPS	.00	.00	1,200.00	1,200.00	.0
01-43-5401	CONSULTING FEES	.00	.00	225,000.00	225,000.00	.0
01-43-5411	ANNEXATIONS & REZONING EXPENSE	20.32	20.32	15,000.00	14,979.68	.1
01-43-5460	BUILDING INSPECTIONS	25,517.97	49,753.80	304,263.00	254,509.20	16.4
01-43-5491	VEHICLE LEASE EXPENSES	1,198.83	3,596.49	6,201.00	2,604.51	58.0
01-43-5700	MISC.	162.03	246.82	2,000.00	1,753.18	12.3
	TOTAL COMMUNITY DEVELOPMENT	59,051.85	165,023.82	1,032,159.00	867,135.18	16.0

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PARKS					
01-45-5001	SALARIES & WAGES	30,874.09	91,547.44	377,274.00	285,726.56	24.3
01-45-5055	OVERTIME	.00	2,162.08	5,614.00	3,451.92	38.5
01-45-5060	PAYROLL TAXES	2,376.78	7,118.13	29,291.00	22,172.87	24.3
01-45-5065	WORKERS COMP	1,453.05	3,553.36	6,859.00	3,305.64	51.8
01-45-5066	HEALTH INSURANCE	2,791.55	11,432.11	36,553.00	25,120.89	31.3
01-45-5067	DEFERRED COMP	1,082.93	2,888.82	9,006.00	6,117.18	32.1
01-45-5068	MEDICAL SAVINGS	75.42	356.24	883.00	526.76	40.3
01-45-5201	COMPUTER/TECHNOLOGY	1,464.00	1,464.00	4,000.00	2,536.00	36.6
01-45-5203	UNIFORMS	1,140.43	1,140.43	6,510.00	5,369.57	17.5
01-45-5210	OPERATING SUPPLIES	262.51	262.51	6,000.00	5,737.49	4.4
01-45-5215	REPAIRS & MAINTENANCE	326.25	6,541.64	40,000.00	33,458.36	16.4
01-45-5216	FLEET R&M	128.37	128.37	10,000.00	9,871.63	3 1.3
01-45-5253	GAS & OIL	1,620.62	3,328.16	10,000.00	6,671.84	33.3
01-45-5254	TOOLS	38.56	38.56	3,000.00	2,961.44	1.3
01-45-5300	TELEPHONE	.00	462.00	2,200.00	1,738.00	21.0
01-45-5305	UTILITIES	799.52	1,560.04	40,000.00	38,439.96	3.9
01-45-5310	TRASH REMOVAL	509.00	509.00	2,500.00	1,991.00	20.4
01-45-5320	PROPERTY & LIABILITY INSURANCE	4,565.72	10,441.97	21,514.00	11,072.03	48.5
01-45-5330	TRAINING	1,500.00	1,500.00	4,000.00	2,500.00	37.5
01-45-5348	PEST CONTROL	299.00	299.00	38,000.00	37,701.00	8.
01-45-5349	WELLNESS PROGRAM	.00	30.00	.00	( 30.0	0. (0
01-45-5363	WEED CONTROL	.00	.00	15,000.00	15,000.00	0.
01-45-5369	EQUIPMENT RENTAL	.00	.00	1,000.00	1,000.00	0.
01-45-5370	LANDSCAPING	.00	.00	18,000.00	18,000.00	0.
01-45-5371	TREE MAINTENANCE	.00	.00	35,000.00	35,000.00	0.
01-45-5372	IRRIGATION SYSTEM	474.84	474.84	7,500.00	7,025.16	6.3
01-45-5405	PARK ENGINEERING	660.00	660.00	.00	( 660.0	0. (0
01-45-5500	CAPITAL OUTLAY	22,515.00	22,515.00	170,000.00	147,485.00	13.2
01-45-5700	MISC. EXPENSE	.00	.00	2,500.00	2,500.00	.0
	TOTAL PARKS	74,957.64	170,413.70	902,204.00	731,790.30	18.9

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ENGINEERING					
01-47-5001	SALARIES & WAGES	32,443.57	96,652.65	433,144.00	336,491.35	22.3
01-47-5050	CLEANING	1,575.56	1,575.56	8,500.00	6,924.44	18.5
01-47-5055	OVERTIME	214.27	499.97	.00	( 499.97)	.0
01-47-5060	PAYROLL TAXES	2,512.67	7,361.88	33,135.00	25,773.12	22.2
01-47-5065	WORKERS COMP	478.30	1,310.50	9,071.00	7,760.50	14.5
01-47-5066	HEALTH INSURANCE	1,747.99	8,320.35	44,587.00	36,266.65	18.7
01-47-5067	DEFERRED COMP	1,632.90	4,846.48	20,276.00	15,429.52	23.9
01-47-5068	MEDICAL SAVINGS	76.85	317.61	1,658.00	1,340.39	19.2
01-47-5075	EMPLOYMENT/RECRUITMENT EXPENSE	211.44	391.74	800.00	408.26	49.0
01-47-5200	OFFICE SUPPLIES	567.67	1,115.35	5,000.00	3,884.65	22.3
01-47-5201	COMPUTER/TECHNOLOGY	2,641.00	2,641.00	8,000.00	5,359.00	33.0
01-47-5203	UNIFORMS	.00	519.40	4,250.00	3,730.60	12.2
01-47-5210	OPERATING SUPPLIES	1,559.96	4,125.12	10,000.00	5,874.88	41.3
01-47-5212	FURNISHINGS	190.56	190.56	1,000.00	809.44	19.1
01-47-5215	REPAIRS & MAINTENANCE	3,074.79	6,081.05	30,000.00	23,918.95	20.3
01-47-5216	REPAIR & MAINTENANCEFLEET	18.00	100.92	5,000.00	4,899.08	2.0
01-47-5253	GAS & OIL	261.72	465.91	7,500.00	7,034.09	6.2
01-47-5300	TELEPHONE	120.03	460.06	2,880.00	2,419.94	16.0
01-47-5305	UTILITIES	1,594.54	3,871.01	20,000.00	16,128.99	19.4
01-47-5310	TRASH	803.96	1,173.88	2,000.00	826.12	58.7
01-47-5315	COPIER EXPENSES	191.58	382.17	2,000.00	1,617.83	19.1
01-47-5320	PROPERTY & LIABILITY INSURANCE	1,826.29	4,176.79	8,606.00	4,429.21	48.5
01-47-5330	TRAINING	19.15	19.15	5,000.00	4,980.85	.4
01-47-5331	DUES & SUBSCRIPTIONS	.00	38.75	800.00	761.25	4.8
01-47-5399	OTHER PROFESSIONAL SERVICES	180.00	285.00	1,650.00	1,365.00	17.3
01-47-5405	ENGINEERING FEES	.00	.00	55,000.00	55,000.00	.0
01-47-5491	VEHICLE LEASE EXPENSES	1,265.29	1,265.29	13,633.00	12,367.71	9.3
01-47-5599	CAPITAL OUTLAYLEASES	.00	.00	54,533.00	54,533.00	.0
01-47-5700	MISC. EXPENSE	240.87	248.87	1,000.00	751.13	24.9
	TOTAL ENGINEERING	55,448.96	148,437.02	789,023.00	640,585.98	18.8

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	MUNICIPAL COURT					
01-48-5001	SALARIES & WAGES	3,909.53	11,728.61	51,687.00	39,958.39	22.7
01-48-5040	JUDGE	1,500.00	3,000.00	21,000.00	18,000.00	14.3
01-48-5060	PAYROLL TAXES	301.50	895.18	3,954.00	3,058.82	22.6
01-48-5065	WORKERS COMP	4.06	12.18	84.00	71.82	14.5
01-48-5066	HEALTH INSURANCE	339.31	1,631.87	7,560.00	5,928.13	21.6
01-48-5067	DEFERRED COMP	85.00	255.00	1,122.00	867.00	22.7
01-48-5068	MEDICAL SAVINGS	13.53	67.65	384.00	316.35	17.6
01-48-5075	EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	500.00	500.00	.0
01-48-5201	COMPUTER/TECHNOLOGY	.00	.00	4,000.00	4,000.00	.0
01-48-5203	UNIFORMS	110.77	110.77	200.00	89.23	55.4
01-48-5235	COURT COSTS	.00	.00	1,500.00	1,500.00	.0
01-48-5320	PROPERTY & LIABILITY INSURANCE	913.14	2,088.39	4,303.00	2,214.61	48.5
01-48-5330	TRAINING	.00	.00	1,000.00	1,000.00	.0
01-48-5331	DUES & MEMBERSHIPS	.00	.00	100.00	100.00	.0
01-48-5399	OTHER PROFESSIONAL SERVICES	161.00	1,021.40	2,200.00	1,178.60	46.4
01-48-5455	PROSECUTING ATTORNEY	1,000.00	3,000.00	18,000.00	15,000.00	16.7
01-48-5456	PUBLIC DEFENDER	.00	.00	10,000.00	10,000.00	.0
01-48-5700	MISC. EXPENSE	189.95	203.42	1,000.00	796.58	20.3
	TOTAL MUNICIPAL COURT	8,527.79	24,014.47	128,594.00	104,579.53	18.7

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	COMMUNITY ENGAGEMENT					
01-49-5001	SALARIES & WAGES	17,727.79	54,468.07	272,760.00	218,291.93	20.0
01-49-5055	OVERTIME	.00	.00	5,000.00	5,000.00	.0
01-49-5060	PAYROLL TAXES	1,368.94	4,166.55	21,249.00	17,082.45	19.6
01-49-5065	WORKERS COMP	239.97	708.78	2,194.00	1,485.22	32.3
01-49-5066	HEALTH INSURANCE	870.43	4,113.17	17,807.00	13,693.83	23.1
01-49-5067	DEFERRED COMP	457.01	1,367.41	8,198.00	6,830.59	16.7
01-49-5068	MEDICAL SAVINGS	49.99	249.95	1,179.00	929.05	21.2
01-49-5075	EMPLOYMENT/RECRUITMENT EXPENSE	.00	117.52	1,500.00	1,382.48	7.8
01-49-5160	MERCHANDISE FOR RESALE	.00	.00	8,000.00	8,000.00	.0
01-49-5201	COMPUTER/TECHNOLOGY	.00	.00	5,000.00	5,000.00	.0
01-49-5202		706.76	4,736.64	15,000.00	10,263.36	31.6
01-49-5203	UNIFORMS	557.75	557.75	1,500.00	942.25	37.2
01-49-5205	POSTAGE	697.54	1,894.36	1,500.00	( 394.36)	126.3
	FURNISHINGS	.00	.00	4,000.00	4,000.00	.0
	FLEET R&M	.00	.00	2,000.00	2,000.00	.0
01-49-5220	TOWN DECORATIONS	.00	69.96	10,000.00	9,930.04	.7
01-49-5236	COMMUNITY ENGAGEMENT	140.00	7,333.91	10,000.00	2,666.09	73.3
01-49-5253	GAS & OIL	36.87	68.69	1,200.00	1,131.31	5.7
01-49-5260	RECREATION PROGRAMS	3,682.80	8,090.43	52,000.00	43,909.57	15.6
01-49-5261	COMMUNITY DAY	.00	.00	55,000.00	55,000.00	.0
01-49-5262	TOWN EVENTS	5,275.30	5,404.30	89,000.00	83,595.70	6.1
01-49-5265	SENIOR EVENTS	692.88	4,243.11	15,500.00	11,256.89	27.4
01-49-5300	TELEPHONE	40.01	272.02	1,080.00	807.98	25.2
01-49-5320	GENERAL LIABILITY INSURANCE	1,737.01	4,087.51	8,956.00	4,868.49	45.6
01-49-5330	TRAINING	199.53	2,170.15	10,000.00	7,829.85	21.7
01-49-5331	DUES/MEMBERSHIPS	1,920.12	7,896.25	9,000.00	1,103.75	87.7
01-49-5349	WELLNESS PROGRAM	764.17	3,330.95	25,000.00	21,669.05	13.3
01-49-5399	OTHER PROFESSIONAL SERVICES	161.00	3,184.50	35,700.00	32,515.50	8.9
01-49-5401	CONSULTANTS	1,750.00	1,750.00	50,000.00	48,250.00	3.5
01-49-5421	ECONOMIC DEVELOPMENT PROGRAMS	132.99	132.99	40,000.00	39,867.01	.3
01-49-5500	CAPITAL OUTLAYWAYFINDING	.00	.00	25,000.00	25,000.00	.0
01-49-5560	CAPITAL OUTLAYSFTWR UPGRADES	.00	7,156.59	40,000.00	32,843.41	17.9
01-49-5700	MISC. EXPENSE	233.12	233.12	2,000.00	1,766.88	11.7
	TOTAL COMMUNITY ENGAGEMENT	39,441.98	127,804.68	846,323.00	718,518.32	15.1
	NON-DEPARTMENTAL					
01-90-5500	CAPITAL OUTLAY	.00	.00	50,000.00	50,000.00	.0
01-90-5804	TRANSFER TO STREET IMPVT FD	93,750.00	93,750.00	375,000.00	281,250.00	25.0
01-90-5805	TRANSFER TO CAPITAL IMPROVEMEN	531,885.50	531,885.50	2,495,312.00	1,963,426.50	21.3
01-90-8151	SPECIAL PROJECTS	.00	.00	100,000.00	100,000.00	.0
01-90-8155	ARPA BROADBAND	.00	.00	148,932.00	148,932.00	.0
	TOTAL NON-DEPARTMENTAL	625,635.50	625,635.50	3,169,244.00	2,543,608.50	19.7
	TOTAL FUND EXPENDITURES	1,168,823.39	2,358,921.11	11,427,544.00	9,068,622.89	20.6

### GENERAL FUND

 PERIOD ACTUAL
 YTD ACTUAL
 BUDGET
 UNEXPENDED
 PCNT

 NET REVENUE OVER EXPENDITURES
 ( 266,854.76)
 ( 243,007.40)
 ( 422,309.00)
 ( 179,301.60)
 ( 57.5)

#### STREET IMPROVEMENT FUND

ASSETS

 04-01-0100
 COMBINED CASH
 2,117,825.37

 04-01-1301
 A/R - GENERAL
 374,750.99

TOTAL ASSETS 2,492,576.36

LIABILITIES AND EQUITY

LIABILITIES

04-02-2000 ACCOUNTS PAYABLE 630.43) 04-02-2005 RETAINAGE PAYABLE 1,570.90 04-02-2300 457(B) DEFERRED COMP PAYABLE 862.73 04-02-2310 EMPLOYEE HEALTH INS. PAYABLE 17,663.25 04-02-2400 FED. WITHHOLDING TAX PAYABLE 1,367.58 04-02-2401 SOCIAL SECURITY TAX PAYABLE 1,882.34 04-02-2402 MEDICARE TAX PAYABLE 440.22 04-02-2403 STATE WITHHOLDING TAX PAYABLE 1,709.60 04-02-2404 STATE UNEMPLOYMENT TAX PAYABLE 196.82

TOTAL LIABILITIES 25,063.01

FUND EQUITY

04-02-3001 FUND BALANCE 1,981,738.14

UNAPPROPRIATED FUND BALANCE:

REVENUE OVER EXPENDITURES - YTD 485,775.21

BALANCE - CURRENT DATE 485,775.21

TOTAL FUND EQUITY 2,467,513.35

TOTAL LIABILITIES AND EQUITY 2,492,576.36

### STREET IMPROVEMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	TAXES					
04-10-4005	HIGHWAY USERS TAX	23,609.24	65,758.34	242,317.00	176,558.66	27.1
04-10-4010	SALES TAX	111,267.48	460,863.53	2,269,172.00	1,808,308.47	20.3
04-10-4015	ROAD & BRIDGE TAX	.00	.00	70,000.00	70,000.00	.0
04-10-4025	M.V. REGISTSTRATION	2,513.82	6,604.39	26,000.00	19,395.61	25.4
04-10-4030	BUILDING USE TAX	10,226.23	51,806.62	222,937.00	171,130.38	23.2
	TOTAL TAXES	147,616.77	585,032.88	2,830,426.00	2,245,393.12	20.7
	FEES AND PERMITS					
04-11-4102	RIGHT-OF-WAY PERMITS	540.00	6,364.00	63,165.00	56,801.00	10.1
	TOTAL FEES AND PERMITS	540.00	6,364.00	63,165.00	56,801.00	10.1
	TRANSFERS IN					
04-16-4601	TRANSFER FROM GF	93,750.00	93,750.00	375,000.00	281,250.00	25.0
	TOTAL TRANSFERS IN	93,750.00	93,750.00	375,000.00	281,250.00	25.0
	MISCELLANEOUS					
04-18-4619	INTEREST INCOME	9,199.51	25,742.27	.00	( 25,742.27)	.0
	TOTAL MISCELLANEOUS	9,199.51	25,742.27	.00	( 25,742.27)	.0
	TOTAL FUND REVENUE	251,106.28	710,889.15	3,268,591.00	2,557,701.85	21.8

### STREET IMPROVEMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	STREETS					
04-44-5001	SALARIES & WAGES	29,998.91	89,588.95	461,521.00	371,932.05	19.4
04-44-5055	OVERTIME	.00	762.31	10,000.00	9,237.69	7.6
04-44-5060	PAYROLL TAXES	2,299.89	6,779.61	36,071.00	29,291.39	18.8
04-44-5065	WORKERS COMPENSATION	1,327.62	15,744.57	21,313.00	5,568.43	73.9
04-44-5066	HEALTH INSURANCE	2,551.59	12,035.16	45,134.00	33,098.84	26.7
04-44-5067	DEFERRED COMP	813.33	2,421.26	10,331.00	7,909.74	23.4
04-44-5068	MEDICAL SAVINGS	59.16	237.48	715.00	477.52	33.2
04-44-5075	EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	1,500.00	1,500.00	.0
04-44-5201	COMPUTER/TECHNOLOGY	5,571.64	10,148.51	22,000.00	11,851.49	46.1
04-44-5202	PRINTING EXPENSE	.00	.00	15,000.00	15,000.00	.0
04-44-5203	UNIFORMS	369.94	5,066.22	5,720.00	653.78	88.6
04-44-5210	OPERATING SUPPLIES	.00	49.97	2,500.00	2,450.03	2.0
04-44-5215	REPAIRS & MAINTENANCESTREETS	.00	.00	250,000.00	250,000.00	.0
04-44-5216	REPAIR & MAINTFLEET	2,857.26	3,488.12	40,000.00	36,511.88	8.7
04-44-5250	ASPHALT/STREET PATCHING	.00	.00	2,300,000.00	2,300,000.00	.0
	STREET SIGNS & MARKERS	92.89	5,618.11	10,000.00	4,381.89	56.2
04-44-5253	GAS & OIL	960.70	1,002.43	25,000.00	23,997.57	4.0
04-44-5254	TOOLS	10,710.14	11,106.38	25,000.00	13,893.62	44.4
	SAFETY EQUIPMENT	.00	.00	3,500.00	3,500.00	.0
04-44-5300	TELEPHONE	67.33	482.66	3,500.00	3,017.34	13.8
04-44-5305	UTILITIES	3,004.52	5,731.34	35,000.00	29,268.66	16.4
04-44-5310	TRASH DISPOSAL	.00	.00	1,000.00	1,000.00	.0
04-44-5320	PROPERTY & LIABILITY INSURANCE	6,848.58	15,662.96	32,271.00	16,608.04	48.5
	TRAINING					
		3,241.00	3,241.00	13,500.00	10,259.00	24.0
04-44-5331	DUES & MEMBERSHIPS	230.00	430.00	1,500.00	1,070.00	28.7
04-44-5360	STREET SWEEPING	.00	.00	40,000.00	40,000.00	.0
04-44-5361	DUST CONTROL	.00	.00	45,000.00	45,000.00	.0
04-44-5362	GRAVEL	.00	.00	20,000.00	20,000.00	.0
	WEED CONTROL	.00	.00	5,000.00	5,000.00	.0
04-44-5364	SNOW REMOVAL	990.67	1,830.51	100,000.00	98,169.49	1.8
04-44-5365	REPAIR & MAINTENANCESEALCOAT	.00	.00	150,000.00	150,000.00	.0
04-44-5366	REPAIR & MAINTENANCEDRAINAGE	.00	.00	20,000.00	20,000.00	.0
04-44-5367	STREET STRIPING	.00	.00	150,000.00	150,000.00	.0
04-44-5369	EQUIPMENT RENTAL	9,109.77	27,306.36	170,000.00	142,693.64	16.1
04-44-5391	MATERIALS TESTING	.00	.00	40,000.00	40,000.00	.0
04-44-5405	ENGINEERING FEES	.00	.00	200,000.00	200,000.00	.0
04-44-5491	VEHICLE LEASE EXPENSES	679.32	2,037.96	118,180.00	116,142.04	1.7
04-44-5500	CAPITAL OUTLAY	.00	4,342.07	69,000.00	64,657.93	6.3
04-44-5501	CAPITAL OUTLAY-GRADER SHED	.00	.00	50,000.00	50,000.00	.0
04-44-5720	CONTINGENCY	.00	.00	100,000.00	100,000.00	.0
04-44-8151	SPECIAL PROJECTS	.00	.00	50,000.00	50,000.00	.0
	TOTAL STREETS	81,784.26	225,113.94	4,699,256.00	4,474,142.06	4.8
	TOTAL FUND EXPENDITURES	81,784.26	225,113.94	4,699,256.00	4,474,142.06	4.8
	NET REVENUE OVER EXPENDITURES	169,322.02	485,775.21	( 1,430,665.00)	( 1,916,440.21)	34.0

### CONSERVATION TRUST FUND

05-01-0100 CASH IN COMMON - CTF 136,364.10 TOTAL ASSETS 136,364.10 LIABILITIES AND EQUITY **FUND EQUITY** 05-02-3001 FUND BALANCE 112,855.53

UNAPPROPRIATED FUND BALANCE:

**REVENUE OVER EXPENDITURES - YTD** 23,508.57

**ASSETS** 

BALANCE - CURRENT DATE TOTAL FUND EQUITY 136,364.10

23,508.57

TOTAL LIABILITIES AND EQUITY 136,364.10

### CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	LOTTERY REVENUE					
05-17-4630	LOTTERY REVENUE	21,924.15	21,924.15	65,000.00	43,075.85	33.7
	TOTAL LOTTERY REVENUE	21,924.15	21,924.15	65,000.00	43,075.85	33.7
	MISCELLANEOUS REVENUE					
05-18-4619	INTEREST & DIVIDEND INCOME	592.34	1,584.42	1,000.00	( 584.42)	158.4
	TOTAL MISCELLANEOUS REVENUE	592.34	1,584.42	1,000.00	( 584.42)	158.4
	TOTAL FUND REVENUE	22,516.49	23,508.57	66,000.00	42,491.43	35.6
	PARKS					
05-45-5212	FURNISHINGS	.00	.00	30,000.00	30,000.00	.0
	TOTAL PARKS	.00	.00	30,000.00	30,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	30,000.00	30,000.00	0
	NET REVENUE OVER EXPENDITURES	22,516.49	23,508.57	36,000.00	12,491.43	65.3

### SEWER FUND

	ASSETS			
06 04 0400	COMPINED CASH		4 404 676 74	
	COMBINED CASH PREPAID EXPENSE		1,424,676.71 1,106.90	
	ACCUM DEPRECIATION - PLANT & E		( 3,537,093.14)	
	A/R-UTILITY BILLING		108,821.97	
06-01-1501			294,834.95	
	LAND IMPROV.		322,159.37	
	SEWER COLLECTION SYSTEM		1,753,546.08	
	BUILDINGS		281,750.60	
	MACH. & EQUIP.		179,757.28	
	WASTEWATER TREATMENT PLANT		6,722,398.81	
06-01-1510	CONSTRUCTION IN PROGRESS		42,103.93	
	TOTAL ASSETS			7,594,063.46
			=	
	LIABILITIES AND EQUITY			
	LIADILITIES			
	LIABILITIES			
06-02-2000	ACCOUNTS PAYABLE		6,745.23	
06-02-2200	LOAN PAYABLE CWRPDALT		1,309,402.88	
06-02-2201	LOAN PAYABLE CWRPDACURRENT		82,296.05	
06-02-2300	EMPLOYEE PENSION PAYABLE		694.63	
06-02-2310	EMPLOYEE HEALTH INS. PAYABLE		( 2,021.95)	
06-02-2312	WORKERS COMP INSURANCE PAYABLE		( 677.91)	
06-02-2314	401(A) CONTRIBUTIONS PAYABLE		58.08	
06-02-2400	FED. WITHHOLDING TAX PAYABLE		721.27	
06-02-2401	SOCIAL SECURITY TAX PAYABLE		813.30	
06-02-2402	MEDICARE TAX PAYABLE		190.19	
06-02-2403	STATE WITHHOLDING TAX PAYABLE		824.95	
06-02-2404	STATE UNEMPLOYMENT TAX PAYABLE		98.65	
	ACC'D COMPENSATED ABSCURRENT		1,386.13	
	ACCR'D COMPENSATED ABSENCES-LT		12,475.17	
	ACCRUED INT PAYABLECWRPDA		20,237.62	
06-02-2601	BOND PREMIUMUNAMORTIZED		46,320.00	
	TOTAL LIABILITIES			1,479,564.29
	FUND EQUITY			
06-02-3001	FUND BALANCE		5,556,606.59	
	UNAPPROPRIATED FUND BALANCE:			
06-02-3010		15,000.00		
06-02-3020	CONTRIBUTIONS SEWER TAPS	425,400.00		
	REVENUE OVER EXPENDITURES - YTD	117,492.58		
	BALANCE - CURRENT DATE		557,892.58	
	TOTAL FUND EQUITY			6,114,499.17
	TOTAL LIABILITIES AND EQUITY		-	7,594,063.46

### SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	CHARGES FOR SERVICES					
00.44.4450	OFWED HOED FEED	00.555.00	044 440 00	004 000 00	740.540.07	04.0
06-11-4150	SEWER USER FEES	83,555.69	241,149.93	981,690.00	740,540.07	24.6
06-11-4152	RATERINK LIFT STA. SURCHARGE	1,040.40	3,080.40	12,444.00	9,363.60	24.8
06-11-4160	SEWER LATE/NSF FEES	1,230.00	3,830.00	15,124.00	11,294.00	25.3
06-11-4165	SEWER TAP FEES	13,582.00	58,431.00	277,307.00	218,876.00	21.1
	TOTAL CHARGES FOR SERVICES	99,408.09	306,491.33	1,286,565.00	980,073.67	23.8
	MISCELLANEOUS REVENUE					
06-18-4619	INTEREST & DIVIDEND INCOME	6,188.58	18,261.09	75,667.00	57,405.91	24.1
	TOTAL MISCELLANEOUS REVENUE	6,188.58	18,261.09	75,667.00	57,405.91	24.1
	TOTAL FUND REVENUE	105,596.67	324,752.42	1,362,232.00	1,037,479.58	23.8
	ADMINISTRATION					
06-40-5001	SALARIES & WAGES	13,903.60	43,479.52	188,268.00	144,788.48	23.1
06-40-5055	OVERTIME	96.10	362.18	.00	( 362.18)	.0
06-40-5060	PAYROLL TAXES	1,083.89	3,370.17	14,403.00	11,032.83	23.4
06-40-5065	WORKERS COMP	239.79	1,275.72	3,469.00	2,193.28	36.8
06-40-5066	HEALTH INSURANCE	1,107.95	5,163.41	22,523.00	17,359.59	22.9
06-40-5067	DEFERRED COMP/RETIREMENT	724.72	2,183.48	9,019.00	6,835.52	24.2
06-40-5068	MEDICAL SAVINGS	41.65	187.41	696.00	508.59	26.9
06-40-5201	COMPUTER / TECHNOLOGY	.00	.00	5,000.00	5,000.00	.0
06-40-5205	POSTAGE	416.34	824.00	5,500.00	4,676.00	15.0
06-40-5254	UNIFORMS	.00	.00	2,270.00	2,270.00	.0
06-40-5300	TELEPHONE	40.01	171.04	720.00	548.96	23.8
06-40-5320	GENERAL LIABILITY INSURANCE	2,282.86	5,220.99	10,757.00	5,536.01	48.5
06-40-5331	DUES AND MEMBERSHIP	.00	1,050.00	1,200.00	150.00	87.5
06-40-5399	OTHER PROFESSIONAL SERVICES	563.00	3,573.40	7,700.00	4,126.60	46.4
06-40-5400	LEGAL FEES	921.33	1,906.49	13,628.00	11,721.51	14.0
06-40-5401	CONSULTING FEES	1,138.60	2,414.22	16,208.00	13.793.78	14.9
	ENGINEERING FEES	5,364.40	5,364.40	30,000.00	24,635.60	17.9
06-40-5410		212.85	424.82	2,040.00	1,615.18	20.8
	AUDIT FEES	.00	.00	7,977.00	7,977.00	.0
06-40-5460		.00	.00	8,942.00	8,942.00	.0
06-40-5701	BANK FEES	597.23	1,269.77	6,082.00	4,812.23	20.9
06-40-5705	MILEAGE	.00	100.00	1,000.00	900.00	10.0
	TOTAL ADMINISTRATION	28,734.32	78,341.02	357,402.00	279,060.98	21.9

### SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	OPERATIONS					
06-47-5210	OPERATING SUPPLIES	.00	.00	1,000.00	1,000.00	.0
06-47-5215	REPAIRS & MAINT	2,497.23	14,789.73	92,500.00	77,710.27	16.0
06-47-5216	REPAIRS & MAINT GRIT CLASSIFIE	.00	.00	10,000.00	10,000.00	.0
06-47-5227	CHEMICALS	.00	.00	750.00	750.00	.0
06-47-5231	SLUDGE DISPOSAL	12,097.68	18,472.86	85,000.00	66,527.14	21.7
06-47-5248	SEWER LINE REPAIRS	.00	.00	15,000.00	15,000.00	.0
06-47-5253	GAS & OIL	173.18	357.39	6,000.00	5,642.61	6.0
06-47-5305	UTILITIES	5,347.49	11,174.31	70,000.00	58,825.69	16.0
06-47-5306	UTILITIESRATERINK	73.24	132.85	.00	( 132.85)	.0
06-47-5310	TRASH	132.74	355.69	1,500.00	1,144.31	23.7
06-47-5348	PEST CONTROL	.00	1,263.60	.00	( 1,263.60)	.0
06-47-5363	WEED CONTROL	.00	.00	1,000.00	1,000.00	.0
06-47-5390	SEWER MAINT. CONTRACT	6,511.27	12,070.09	95,000.00	82,929.91	12.7
06-47-5391	SEWER TESTING	1,005.20	1,664.72	6,500.00	4,835.28	25.6
06-47-5392	LINE LOCATOR	479.88	1,008.78	4,000.00	2,991.22	25.2
06-47-5393	STATE DISCHARGE PERMIT	.00	.00	3,500.00	3,500.00	.0
06-47-5394	SEWER LINE FLUSHING	.00	.00	100,000.00	100,000.00	.0
06-47-5396	R&MRATERINK LIFT STATION	489.17	1,275.62	20,000.00	18,724.38	6.4
06-47-5503	CAPITAL OUTLAYCOAT CHANNELS	.00	.00	30,000.00	30,000.00	.0
06-47-5554	CAPITAL OUTLAYCO/ORP PROBES	.00	.00	250,000.00	250,000.00	.0
06-47-5556	CAPITAL OUTLAYCIPP	.00	.00	150,000.00	150,000.00	.0
06-47-5558	CAPITAL OUTLAY-BLOWER REPLACE	.00	1,275.92	130,000.00	128,724.08	1.0
06-47-5559	CAPITAL OUTLAY-CHEMICAL PHOSOP	.00	.00	125,000.00	125,000.00	.0
06-47-5720	CONTINGENCIES	.00	.00	50,000.00	50,000.00	.0
	TOTAL OPERATIONS	28,807.08	63,841.56	1,246,750.00	1,182,908.44	5.1
	DEBT SERVICE					
06-98-9801	2007 CWRPDA LOANPRINCIPAL	.00	40,792.11	82,296.00	41,503.89	49.6
06-98-9802	2007 CWRPDA LOANINTEREST	.00	24,285.15	47,858.00	23,572.85	50.7
	TOTAL DEBT SERVICE	.00	65,077.26	130,154.00	65,076.74	50.0
	TOTAL FUND EXPENDITURES	57,541.40	207,259.84	1,734,306.00	1,527,046.16	12.0
	NET REVENUE OVER EXPENDITURES	48,055.27	117,492.58	( 372,074.00)	( 489,566.58)	31.6

### POLICE FUND

	ASSETS						
08-01-0100	CASH IN COMMON - POLICE				141,797.74		
	TOTAL ASSETS					_	141,797.74
	LIABILITIES AND EQUITY						
	LIABILITIES						
08-02-2000	ACCOUNTS PAYABLE			(	79.17)		
	TOTAL LIABILITIES					(	79.17)
	FUND EQUITY						
08-02-3001	FUND BALANCE				158,445.15		
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	(	16,568.24)				
	BALANCE - CURRENT DATE			(	16,568.24)		
	TOTAL FUND EQUITY						141,876.91
	TOTAL LIABILITIES AND EQUITY						141,797.74

### POLICE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	FEES AND PERMITS					
08-11-4165	IMPACT FEES	2,330.00	13,017.00	113,079.00	100,062.00	11.5
	TOTAL FEES AND PERMITS	2,330.00	13,017.00	113,079.00	100,062.00	11.5
	MISCELLANEOUS					
08-18-4619	INTEREST & DIVIDEND INCOME	615.95	1,832.50	10,808.00	8,975.50	17.0
	TOTAL MISCELLANEOUS	615.95	1,832.50	10,808.00	8,975.50	17.0
	TOTAL FUND REVENUE	2,945.95	14,849.50	123,887.00	109,037.50	12.0
	POLICE					
08-42-5491 08-42-5511	VEHICLE LEASE EXPENSES CAPITAL OUTLAY-BLDGS & IMPVTS	7,509.96 ( 158.34)	22,529.88 8,887.86	80,724.00 35,000.00	58,194.12 26,112.14	27.9 25.4
	TOTAL POLICE	7,351.62	31,417.74	115,724.00	84,306.26	27.2
	TOTAL FUND EXPENDITURES	7,351.62	31,417.74	115,724.00	84,306.26	27.2
	NET REVENUE OVER EXPENDITURES	( 4,405.67)	( 16,568.24)	8,163.00	24,731.24	(203.0)

### MUNICIPAL FACILITIES FUND

	ASSETS			
09-01-0100	COMBINED CASH		4,375,444.60	
	TOTAL ASSETS			4,375,444.60
	LIABILITIES AND EQUITY			
	LIABILITIES			
	ACCOUNTS PAYABLE RETAINAGE PAYABLE		31,549.24 9,999.98	
	TOTAL LIABILITIES			41,549.22
	FUND EQUITY			
09-02-3003	FUND BALANCE-MUNICIPAL		3,808,620.83	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	525,274.55		
	BALANCE - CURRENT DATE		525,274.55	
	TOTAL FUND EQUITY			4,333,895.38

TOTAL LIABILITIES AND EQUITY

4,375,444.60

### MUNICIPAL FACILITIES FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	FEES					
09-11-4165	IMPACT FEES	19,984.00	109,912.00	919,812.00	809,900.00	12.0
	TOTAL FEES	19,984.00	109,912.00	919,812.00	809,900.00	12.0
	GRANTS					
09-15-4527	CNTY EMERGENCY MANAGEMENT GR	.00	.00	40,000.00	40,000.00	.0
09-15-4546	DOLA EIAF GRANT-COMMUNITY CENT	.00	.00	1,500,000.00	1,500,000.00	.0
	TOTAL GRANTS	.00	.00	1,540,000.00	1,540,000.00	.0
	TRANSFERS IN					
09-16-4819	TRF FR CAPITAL IMPRVT FUND	625,000.00	625,000.00	2,500,000.00	1,875,000.00	25.0
	TOTAL TRANSFERS IN	625,000.00	625,000.00	2,500,000.00	1,875,000.00	25.0
	MISCELLANEOUS REVENUE					
09-18-4619	INTEREST & DIVIDEND INCOME	19,006.25	52,914.75	204,965.00	152,050.25	25.8
	TOTAL MISCELLANEOUS REVENUE	19,006.25	52,914.75	204,965.00	152,050.25	25.8
	TOTAL FUND REVENUE	663,990.25	787,826.75	5,164,777.00	4,376,950.25	15.3
	ADMINISTRATION					
09-40-5500	CAPITAL OUTLAY	.00	.00	25,000.00	25,000.00	.0
09-40-5511	CAPITAL OUTLAYBLDGS & IMPVTS	.00	.00	200,000.00	200,000.00 30,000.00	.0
09-40-5720	CONTINGENCIES	.00	.00	30,000.00	30,000.00	.0
	TOTAL ADMINISTRATION	.00	.00	255,000.00	255,000.00	.0
	STREETS					
09-44-5602	LEASE PURCH PRIN2021 TRUCK 2	.00	.00	40,690.00	40,690.00	.0
09-44-5603	LEASE PURCH INT2021 TRUCK 2	.00	.00	2,554.00	2,554.00	.0
09-44-5604	2021 LEASE PURCH PRINTRUCK 1	.00	.00	41,947.00	41,947.00	.0
09-44-5605	2021 LEASE PURCH INTTRUCK 1	.00	.00	1,296.00	1,296.00	.0
	TOTAL STREETS	.00	.00	86,487.00	86,487.00	.0

### MUNICIPAL FACILITIES FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PARKS					
09-45-5491	VEHICLE LEASE EXPENSES	4,775.50	14,748.90	63,602.00	48,853.10	23.2
	TOTAL PARKS	4,775.50	14,748.90	63,602.00	48,853.10	23.2
	COMMUNITY ENGAGEMENT					
09-49-5491	VEHICLE LEASE EXPENSES	934.30	2,802.90	12,333.00	9,530.10	22.7
	TOTAL COMMUNITY ENGAGEMENT	934.30	2,802.90	12,333.00	9,530.10	22.7
	EXPENDITURES					
09-50-5500	CAPITAL OUTLAYBOARD/CT ROOM	.00	8,095.50	.00	( 8,095.50)	.0
	TOTAL EXPENDITURES	.00	8,095.50	.00	( 8,095.50)	.0
	OTHER CAPITAL OUTLAY					
09-51-5500	CAPITAL OUTLAY	234,404.90	236,904.90	7,675,000.00	7,438,095.10	3.1
	TOTAL OTHER CAPITAL OUTLAY	234,404.90	236,904.90	7,675,000.00	7,438,095.10	3.1
	TOTAL FUND EXPENDITURES	240,114.70	262,552.20	8,092,422.00	7,829,869.80	3.2
	NET REVENUE OVER EXPENDITURES	423,875.55	525,274.55	( 2,927,645.00)	( 3,452,919.55)	17.9

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#### TRANSPORTATION FUND

ASSETS

14-01-0100 COMBINED CASH 6,215,875.57

TOTAL ASSETS 6,215,875.57

LIABILITIES AND EQUITY

LIABILITIES

14-02-2000 ACCOUNTS PAYABLE 60,099.77

TOTAL LIABILITIES 60,099.77

FUND EQUITY

14-02-3001 FUND BALANCE 6,503,955.38

UNAPPROPRIATED FUND BALANCE:

REVENUE OVER EXPENDITURES - YTD ( 348,179.58)

BALANCE - CURRENT DATE ( 348,179.58)

TOTAL FUND EQUITY 6,155,775.80

TOTAL LIABILITIES AND EQUITY 6,215,875.57

### TRANSPORTATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	FEES					
14-11-4165	IMPACT FEES	27,656.00	152,108.00	1,422,154.00	1,270,046.00	10.7
	TOTAL FEES	27,656.00	152,108.00	1,422,154.00	1,270,046.00	10.7
	GRANTS					
14-15-4570	CDOT GRANTSAFE ROUTES TO SCH	3,220.00	14,660.86	324,000.00	309,339.14	4.5
14-15-4571	CDOT GRANTUNDERPASS	41,824.67	96,514.47	2,000,000.00	1,903,485.53	4.8
14-15-4572	CDOT GRANTCR 5 BRIDGE	.00	15,423.20	160,000.00	144,576.80	9.6
14-15-4575	CML GRANTCR 34 BRIDGE	26,574.69	26,574.69	60,317.00	33,742.31	44.1
14-15-4580	FEDERAL GRANT3RD & WELKER	.00	.00	1,900,000.00	1,900,000.00	.0
14-15-4585	ENERGY COLOEV CHARGING GRANT	.00	.00	12,500.00	12,500.00	.0
	TOTAL GRANTS	71,619.36	153,173.22	4,456,817.00	4,303,643.78	3.4
	MISCELLANEOUS REVENUE					
14-18-4581	FEDERAL GRANTCARAVEO	.00	.00	1,000,000.00	1,000,000.00	.0
14-18-4582	FEDERAL GRANTDOT UNDERPASS	.00	.00	1,360,000.00	1,360,000.00	.0
14-18-4619	INTEREST & DIVIDEND INCOME	27,000.80	80,241.63	.00	( 80,241.63)	.0
	TOTAL MISCELLANEOUS REVENUE	27,000.80	80,241.63	2,360,000.00	2,279,758.37	3.4
	OTHER SOURCES					
14-19-4941	P.I.L.O.CONSTRUCTION	.00	.00	400,000.00	400,000.00	.0
	TOTAL OTHER SOURCES	.00	.00	400,000.00	400,000.00	.0
	TOTAL FUND REVENUE	126,276.16	385,522.85	8,638,971.00	8,253,448.15	4.5

### TRANSPORTATION FUND

		PERIC	DD ACTUAL	Υ	TD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENDITURES							
14-40-5405	ENGINEERING FEES		346.50		346.50	.00	( 346.50)	.0
14-40-5500	CAPITAL OUTLAYWELKER/3RD		30,539.10		622,716.91	4,800,000.00	4,177,283.09	13.0
14-40-5501	CAPITAL OUTLAYSAFE RTESTOSCH		4,758.00		10,901.23	600,000.00	589,098.77	1.8
14-40-5558	CAPITAL OUTLAY3RD ST. IMPVTS	(	2,250.00)	(	2,250.00)	.00	2,250.00	.0
14-40-5562	CAPITAL OUTLAY-Y BRIDGE DESIGN		73,864.89		73,864.89	175,000.00	101,135.11	42.2
14-40-5563	CAPITAL OUTLAY-CR 5 BRIDGE		.00		.00	200,000.00	200,000.00	.0
14-40-5565	CAPITAL OUTLAY-SH66/CR7 UNDER		.00		17,880.50	4,700,000.00	4,682,119.50	.4
14-40-5566	CAPITAL -SH 66/CR7-ITERSECTION		2,750.00		2,750.00	200,000.00	197,250.00	1.4
14-40-5567	CAPITAL OUTLAY-NORTH CREEK		3,992.40		3,992.40	.00	( 3,992.40)	.0
14-40-5568	CAPITAL OUTLAY-ALLEY IMPTS		.00		.00	1,250,000.00	1,250,000.00	.0
14-40-5569	CAPITAL OUTLAY-INT CR 38 & I		3,500.00		3,500.00	200,000.00	196,500.00	1.8
14-40-5570	CAPITAL OUTLAY-EV CHARGING ST		.00		.00	40,000.00	40,000.00	.0
14-40-5592	SEGMENT 5 I-25 ENHANCEMENTS		.00		.00	1,000,000.00	1,000,000.00	.0
14-40-5720	CONTINGENCIES		.00		.00	600,000.00	600,000.00	.0
	TOTAL EXPENDITURES		117,500.89		733,702.43	13,765,000.00	13,031,297.57	5.3
	TOTAL FUND EXPENDITURES		117,500.89		733,702.43	13,765,000.00	13,031,297.57	5.3
	NET REVENUE OVER EXPENDITURES		8,775.27	(	348,179.58)	( 5,126,029.00)	( 4,777,849.42)	( 6.8)

### PARKS & OPEN SPACE

ASSETS

18-01-0100 CASH IN COMMON - PARKS & OPEN 568,287.50

TOTAL ASSETS 568,287.50

LIABILITIES AND EQUITY

FUND EQUITY

 18-02-3001
 FUND BALANCE
 442,615.51

 18-02-3005
 FUND BALANCE - OPEN SPACE
 17,690.50

UNAPPROPRIATED FUND BALANCE:

REVENUE OVER EXPENDITURES - YTD 107,981.49

BALANCE - CURRENT DATE 107,981.49

TOTAL FUND EQUITY 568,287.50

TOTAL LIABILITIES AND EQUITY 568,287.50

### PARKS & OPEN SPACE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	FEES					
18-11-4165	IMPACT FEES	12,328.00	67,804.00	493,158.00	425,354.00	13.8
	TOTAL FEES	12,328.00	67,804.00	493,158.00	425,354.00	13.8
	MISCELLANEOUS REVENUE					
18-18-4528	GRANTS FOR TRAILS MASTER PLAN	.00	.00	100,000.00	100,000.00	.0
18-18-4619	INTEREST & DIVIDEND INCOME	2,468.55	6,729.49	27,973.00	21,243.51	24.1
18-18-4622	DONATIONS/FUNDRAISING	54,000.00	54,000.00	.00	( 54,000.00)	.0
	TOTAL MISCELLANEOUS REVENUE	56,468.55	60,729.49	127,973.00	67,243.51	47.5
	TOTAL FUND REVENUE	68,796.55	128,533.49	621,131.00	492,597.51	20.7
	ADMINISTRATION					
18-40-5347	CONTRIBUTION TO WELD COUNTY	.00	.00	100,000.00	100,000.00	.0
18-40-5410	PLANNING/CONSULTANTS	.00	.00	325,000.00	325,000.00	.0
	TOTAL ADMINISTRATION	.00	.00	425,000.00	425,000.00	.0
	PARKS					
18-45-5500	CAPITAL OUTLAYLIBERTY RANCH	.00	3,439.00	350,000.00	346,561.00	1.0
	TOTAL PARKS	.00	3,439.00	350,000.00	346,561.00	1.0
	DEPARTMENT 49					
18-49-5500	CAPITAL OUTLAY	.00	.00	51,100.00	51,100.00	.0
	TOTAL DEPARTMENT 49	.00	.00	51,100.00	51,100.00	.0
	CAPITAL PROJECTS					
18-52-5500	CAPITAL OUTLAY	.00	15,964.00	.00	( 15,964.00)	.0
18-52-5501	CAPITAL OUTLAYGOLD STAR	.00	1,149.00	350,000.00	348,851.00	.3
	CAPITAL OUTLAYRESURF TEN CTS	.00	.00	100,000.00	100,000.00	.0
18-52-5503	CAPITAL OUTLAYELECTRICITY	.00	.00	15,000.00	15,000.00	
	TOTAL CAPITAL PROJECTS	.00	17,113.00	465,000.00	447,887.00	3.7

### PARKS & OPEN SPACE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	.00	20,552.00	1,291,100.00	1,270,548.00	1.6
NET REVENUE OVER EXPENDITURES	68,796.55	107,981.49	( 669,969.00)	( 777,950.49)	16.1

### CAPITAL IMPROVEMENT FUND

ASSETS

19-01-0100 COMBINED CASH 3,947,475.46

TOTAL ASSETS 3,947,475.46

LIABILITIES AND EQUITY

FUND EQUITY

19-02-3001 FUND BALANCE 3,988,381.82

UNAPPROPRIATED FUND BALANCE:

REVENUE OVER EXPENDITURES - YTD ( 40,906.36)

BALANCE - CURRENT DATE ( 40,906.36)

TOTAL FUND EQUITY 3,947,475.46

TOTAL LIABILITIES AND EQUITY 3,947,475.46

### CAPITAL IMPROVEMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	TRANSFERS IN					
19-16-4615	TRANSFER IN FROM GENERAL	531,885.50	531,885.50	2,495,312.00	1,963,426.50	21.3
	TOTAL TRANSFERS IN	531,885.50	531,885.50	2,495,312.00	1,963,426.50	21.3
	MISCELLANEOUS REVENUE					
19-18-4619	INTEREST & DIVIDEND INCOME	17,147.22	52,208.14	46,899.00	( 5,309.14)	111.3
	TOTAL MISCELLANEOUS REVENUE	17,147.22	52,208.14	46,899.00	( 5,309.14)	111.3
	TOTAL FUND REVENUE	549,032.72	584,093.64	2,542,211.00	1,958,117.36	23.0
	OTHER CAPITAL OUTLAY					
19-46-5909	TRANSFER TO MUNI FACIL FUND	625,000.00	625,000.00	2,500,000.00	1,875,000.00	25.0
	TOTAL OTHER CAPITAL OUTLAY	625,000.00	625,000.00	2,500,000.00	1,875,000.00	25.0
	TOTAL FUND EXPENDITURES	625,000.00	625,000.00	2,500,000.00	1,875,000.00	25.0
	NET REVENUE OVER EXPENDITURES	( 75,967.28)	( 40,906.36)	42,211.00	83,117.36	( 96.9)

### MEAD URBAN RENEWAL AUTHORITY

	ASSETS				
20-01-0100	COMBINED CASH		3.	,304,486.69	
20-01-1301	A/R - MURA			210.53	
20-01-1302	PREPAID EXPENSE			137.50	
		-			
	TOTAL ASSETS				3,304,834.72
				=	
	LIABILITIES AND EQUITY				
	LIABILITIES				
20-02-2000	ACCOUNTS PAYABLE			3,892.67	
	EMPLOYEE PENSION PAYABLE			890.88	
20-02-2310	EMPLOYEE HEALTH INS. PAYABLE		(	2,508.80)	
20-02-2312	WORKERS COMP INSURANCE PAYABLE		(	600.00)	
20-02-2314	401(A) CONTRIBUTIONS PAYABLE			290.41	
20-02-2400	FED. WITHHOLDING TAX PAYABLE			1,149.78	
	SOCIAL SECURITY TAX PAYABLE			1,079.68	
	MEDICARE TAX PAYABLE			252.53	
	STATE WITHHOLDING TAX PAYABLE			1,056.14	
20-02-2404	STATE UNEMPLOYMENT TAX PAYABLE			130.38	
	TOTAL LIABILITIES				5,633.67
	FUND EQUITY				
20-02-3001	FUND BALANCE		3,	,333,630.48	
	UNAPPROPRIATED FUND BALANCE:				
	REVENUE OVER EXPENDITURES - YTD ( 34,42	29.43)			
	BALANCE - CURRENT DATE		(	34,429.43)	
	TOTAL FUND EQUITY	-			3,299,201.05
	TOTAL LIABILITIES AND EQUITY			-	3,304,834.72

### MEAD URBAN RENEWAL AUTHORITY

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	TAXES					
20-10-4050	TAX INCREMENT REVENUE (TIF)	.00	213.75	3,980,644.00	3,980,430.25	.0
	TOTAL TAXES	.00	213.75	3,980,644.00	3,980,430.25	.0
	FEES					
20-11-4110	ADMINSTRATIVE FEE	.00	.00	20,237.00	20,237.00	.0
	TOTAL FEES	.00	.00	20,237.00	20,237.00	.0
	MISCELLANEOUS REVENUE					
20-18-4619	INTEREST & DIVIDEND INCOME	14,354.18	43,448.80	229,413.00	185,964.20	18.9
	TOTAL MISCELLANEOUS REVENUE	14,354.18	43,448.80	229,413.00	185,964.20	18.9
	TOTAL FUND REVENUE	14,354.18	43,662.55	4,230,294.00	4,186,631.45	1.0
	TOTAL FOIND REVENUE	14,334.16	43,002.33	4,230,294.00	4,160,031.43	
	ADMINISTRATION					
20-40-5001	SALARIES & WAGES	17,399.05	58,202.38	241,344.00	183,141.62	24.1
20-40-5060	PAYROLL TAXES	1,338.80	4,475.39	18,463.00	13,987.61	24.2
20-40-5065	WORKERS COMP	159.78	1,061.49	1,857.00	795.51	57.2
20-40-5066	HEALTH INSURANCE	1,115.55	5,376.11	23,248.00	17,871.89	23.1
20-40-5067	DEFERRED COMP/RETIREMENT	1,071.24	3,212.16	14,574.00	11,361.84	22.0
20-40-5068	MEDICAL SAVINGS	28.66	143.30	672.00	528.70	21.3
20-40-5100	TIF REVENUE SHARING	.00	.00	2,284,837.00	2,284,837.00	.0
20-40-5300	TELEPHONE	.00	97.00	600.00	503.00	16.2
20-40-5320	GENERAL LIABILITY INSURANCE	913.14	2,088.37	4,303.00	2,214.63	48.5
20-40-5340	PUBLISHED NOTICES	.00	.00	100.00	100.00	.0
20-40-5400	LEGAL FEES	328.00	608.34	40,000.00	39,391.66	1.5
20-40-5401	CONSULTING FEES	1,095.06	2,324.22	15,229.00	12,904.78	15.3
20-40-5415	AUDIT FEES	.00	.00	2,659.00	2,659.00	.0
20-40-5425	COUNTY TREASURER'S FEE	.00	3.22	59,710.00	59,706.78	.0
20-40-5427	TIF ADVANCE	.00	.00	1,100,000.00	1,100,000.00	.0
20-40-5460	ADMINISTRATIVE OVERHEAD	.00	.00	8,912.00	8,912.00	.0
20-40-5500	CAPITAL OUTLAY	.00	.00	100,000.00	100,000.00	.0
20-40-5700	MISC. EXPENSE	.00	.00	1,000.00	1,000.00	.0
20-40-5705	MILEAGE	.00	500.00	3,000.00	2,500.00	16.7
20-40-5999	OTHER PROJECTS	.00	.00	1,000,000.00	1,000,000.00	.0
	TOTAL ADMINISTRATION	23,449.28	78,091.98	4,920,508.00	4,842,416.02	1.6
	TOTAL FUND EXPENDITURES	23,449.28	78,091.98	4,920,508.00	4,842,416.02	1.6
						- ——

### MEAD URBAN RENEWAL AUTHORITY

	PERIOD	ACTUAL	YTI	ACTUAL		BUDGET	UN	EXPENDED	Р	CNT
NET REVENUE OVER EXPENDITURES	(	9,095.10)	(	34,429.43)	(	690,214.00)	(	655,784.57)	(	5.0)

### ELEVATION 25 GEN'L IMPVT DIST.

	ASSETS			
30-01-0100	COMBINED CASH		65.57	
	TOTAL ASSETS		=	65.57
	LIABILITIES AND EQUITY			
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	65.57		
	BALANCE - CURRENT DATE		65.57	
	TOTAL FUND EQUITY			65.57
	TOTAL LIABILITIES AND EQUITY			65.57

### ELEVATION 25 GEN'L IMPVT DIST.

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	TAXES					
30-10-4050	PROPERTY TAX	34.75	65.64	10,253.00	10,187.36	.6
	TOTAL TAXES	34.75	65.64	10,253.00	10,187.36	.6.
	MISCELLANEOUS					
30-18-4619	INTEREST & DIVIDEND INCOME	.00	.00	231.00	231.00	.0
	TOTAL MISCELLANEOUS	.00	.00	231.00	231.00	.0
	TOTAL FUND REVENUE	34.75	65.64	10,484.00	10,418.36	.6
	ADMINISTRATION					
30-40-5425	COUNTY TREASURER'S FEE	.07	.07	30.00	29.93	.2
30-40-5460	ADMINISTRATIVE OVERHEAD	.00	.00	4,101.00	4,101.00	.0
	TOTAL ADMINISTRATION	.07	.07	4,131.00	4,130.93	.0
	STREETS					
30-44-5215	REPAIRS & MAINTENANCE	.00	.00	6,037.00	6,037.00	.0
	TOTAL STREETS	.00	.00	6,037.00	6,037.00	.0
	TOTAL FUND EXPENDITURES	.07	.07	10,168.00	10,167.93	.0
	NET REVENUE OVER EXPENDITURES	34.68	65.57	316.00	250.43	20.8



### **Agenda Item Summary**

MEETING DATE: April 29, 2024

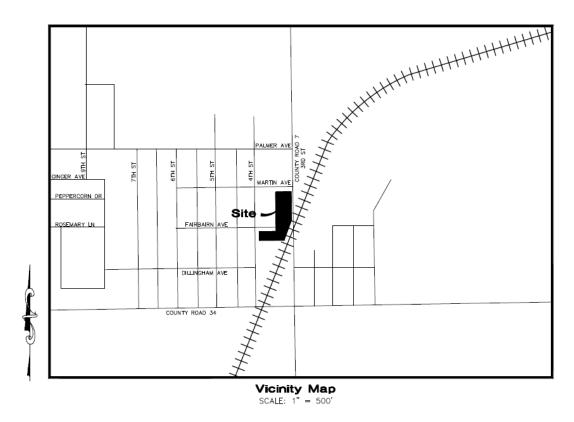
SUBJECT: Ordinance No. 1052 – An Ordinance of the Town of Mead, Colorado,

Approving the Mead Community Center Subdivision Final Plat

PRESENTED BY: Kyle Estrada-Clarke, Planner I

### **SUMMARY**

Staff has approved an application for the Mead Community Center Subdivision Final Plat ("**Final Plat**"), which combines eighteen (18) existing lots from the old Town corporate limits and one unplatted tract, known as the Great Western Railroad property, into one lot. The property is generally located south of Martin Avenue and west of Weld County Road 7 (3<sup>rd</sup> Street), as shown on the Vicinity Map below and more fully described in the Final Plat ("**Property**"). The Final Plat substantially complies with the regulations governing the development, including the Mead Municipal Code ("**MMC**"), Town Design Standards and Construction Specifications, Fire Code, and standards set forth by relevant utilities.



### **DETAIL OF REQUEST**

**Applicant:** Town of Mead **Property Owner:** Town of Mead

**Property Location:** Generally south of Martin Avenue and west of Weld County

Road 7 (3rd Street)

**Zoning Classification:** Downtown Mixed Use (DMU) **Comp. Plan Designation:** Downtown Mixed Use (DMU)

Surrounding Land Uses:

North

Civic, Downtown Mixed Use (DMU) – Town of Mead

South Commercial, Downtown Mixed Use (DMU) – Town of Mead

East Light Industrial (LI) – Town of Mead

West Residential, Downtown Mixed Use (DMU) – Town of Mead

### **OVERVIEW**

MMC Section 16-4-70(b)(7) allows for administrative approval of final plats by staff. Section 16-4-70(b)(8) requires that staff bring approved final plats before the Board of Trustees for adoption by ordinance. The Final Plat complies with relevant regulations and the review criteria set forth in Section 16-4-70 of the MMC, as discussed in more detail below.

Town staff has submitted the Application on behalf of the Town of Mead ("Applicant" or "Owner"). The Property consists of 1.58 acres. The Final Plat consolidates the southern unplatted tract known as the Great Western Railroad property ("RR Parcel") and the eighteen (18) existing lots to create one single lot.

The Board of Trustees public hearing on the Preliminary Plat was held on March 25, 2024. At that meeting, and following the conclusion of the public hearing, the Board of Trustees approved the Preliminary Plat, subject to certain conditions, via Resolution No. 28-R-2024 ("**Preliminary Plat Resolution**"). The Preliminary Plat Resolution conditioned approval of the Preliminary Plat on the Town's acquisition of the RR Parcel. Great Western Railway of Colorado, L.L.C. conveyed the RR Parcel to the Town by Quitclaim Deed dated March 29, 2024 and recorded with the Weld County Clerk and Recorder on April 3, 2024, at Reception No. 4952737.

### **REVIEW CRITERIA**

The following is a detailed analysis of the Final Plat application as it relates to the review criteria for final plats set forth in MMC Section 16-4-70(b)(8).

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

Staff finds that the Final Plat provides a functional system of land use. The lot provides adequate access to the roadway network. The lot size meets the minimum dimensional standards for the Downtown Mixed Use zoning district.

2) The application is consistent with the approved preliminary plat and incorporates the Planning Commission's recommendations and conditions of approval.

The Planning Commission public hearing on the Preliminary Plat was held on March 20, 2024, following which the Planning Commission recommended approval with conditions of the Preliminary Plat to the Board of Trustees via Resolution No. 01-PC-2024. Applicant has satisfied the condition requiring acquisition of the RR Parcel, and the Town now owns the entire Property. The Final Plat is consistent with the approved Preliminary Plat.

- 3) The development will substantially comply with the Mead Municipal Code. The Final Plat complies with applicable MMC provisions. More particularly, the Final Plat complies with the minimum dimensional standards for the Downtown Mixed Use zoning of the Property, including the minimum lot size and lot widths, as set forth in the Land Use Code.
- 4) All applicable technical standards have been met.

  The proposal has been reviewed by the Community Development Department, Town Engineer, Town Attorney, Colorado Department of Transportation (CDOT) and relevant service districts and utilities (Little Thompson Water District, United Power, Mountain View Fire Protection District) and complies with the applicable codes and standards governing the development.

### FINANCIAL CONSIDERATIONS

There are no financial considerations directly tied to the approval/conditional approval of the Final Plat. Approval of the Final Plat and Site Plan for the Property will permit the Town to move forward with the construction of the Mead Community Center project. The approved 2024 budget identifies \$7,675,000 for the Mead Community Center project in budget line-item no. 09-51-5500, *Capital Outlay, Municipal Facilities*.

### **ALTERNATIVES/OPTIONS**

MMC Section 16-4-70(b)(7) gives authority to Town Staff to "approve, approve with conditions, or deny the proposed final plat" and to "make a final decision on the final plat." MMC Section 16-4-70(b)(9) also requires that the Final Plat "be presented to the Board of Trustees for its adoption by ordinance."

As a result, the Board of Trustees may approve the attached Ordinance ratifying Staff's conditional approval of the Final Plat. If the Board of Trustees desires to add additional conditions of approval or deny the request, it may do so, but this matter would need to be removed from the consent agenda for additional discussion and analysis of the applicable approval criteria set forth in the Land Use Code, set forth above. As set forth in this Agenda Item Summary, Staff has determined that the proposed Final Plat meets applicable MMC criteria.

### STAFF RECOMMENDATION/ACTION REQUIRED

Pursuant to MMC Section 16-4-70, Town Staff has approved the Final Plat, subject to standard conditions, and recommends that the Board of Trustees approve Ordinance No. 1052

The Ordinance is included on the April 29, 2024, consent agenda. A motion to approve the April 29th consent agenda will approve the Ordinance. If this matter is removed from the consent agenda for additional discussion or questions of Town Staff, Town Staff recommends the following motion:

### Suggested Motion:

"I move to approve Ordinance No. 1052, an Ordinance approving the Mead Community Center Subdivision Final Plat, based on a finding that the final plat review criteria set forth in section 16-4-70 of the Mead Municipal Code have been satisfied, as detailed in the agenda item summary report prepared for the April 29, 2024, Board of Trustees meeting."

### ATTACHMENTS

Ordinance No. 1052 Mead Community Center Subdivision Final Plat

### TOWN OF MEAD, COLORADO ORDINANCE NO. 1052

### AN ORDINANCE OF THE TOWN OF MEAD, COLORADO, APPROVING THE MEAD COMMUNITY CENTER SUBDIVISION FINAL PLAT

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

**WHEREAS**, the Town of Mead, Colorado ("**Applicant**"), has submitted a final plat application for property consisting of 1.58 acres, more or less, generally located south of Martin Avenue and west of Weld County Road 7 (3<sup>rd</sup> Street) in the Town of Mead, County of Weld, State of Colorado, as more particularly described in the Mead Community Center Subdivision Final Plat ("**Property**"); and

WHEREAS, a copy of the Mead Community Center Subdivision Final Plat ("Final Plat") is attached to this Ordinance as EXHIBIT 1 and is incorporated herein by reference; and

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

**WHEREAS**, Section 16-4-70 of the *Mead Municipal Code* ("MMC") authorizes administrative staff review and approval of the Final Plat, subject to confirmation by the Board of Trustees though the adoption of an ordinance approving the Final Plat; and

**WHEREAS**, the Planning Commission held a public hearing on March 20, 2024 regarding the Mead Community Center Subdivision Preliminary Plat ("**Preliminary Plat**") and, following the conclusion of the public hearing, recommended conditional approval of the Preliminary Plat to the Board of Trustees via Resolution No. 01-PC-2024; and

**WHEREAS**, the Final Plat generally conforms to the Preliminary Plat, which was reviewed and conditionally approved by the Board of Trustees by Resolution No. 28-R-2024, dated March 25, 2024; and

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

**WHEREAS**, Town staff has determined that the Final Plat meets all applicable requirements of the Town of Mead Land Use Code and MMC and that the review criteria set forth in Section 16-4-70(b)(8) of the MMC have been satisfied; and

**WHEREAS**, based on Town staff's recommendation regarding the Final Plat and the administrative record for this matter, the Board of Trustees desires to approve the Final Plat, subject to the conditions set forth below; and

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

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

- **Section 1.** That the Final Plat designated as the Mead Community Center Subdivision Final Plat, be approved subject to the following condition of approval:
  - a. Prior to, and as a condition of recordation of the Final Plat, the Applicant shall resolve/correct any and all minor technical issues as directed by Town Staff.
- **Section 2.** Subject to review and approval of the Final Plat mylar by the Town Staff, and satisfaction of the condition set forth in <u>Section 1.a.</u> above, the Mayor and other Town officials, as applicable, are hereby authorized to sign the Final Plat mylar.
- **Section 3. Effective Date.** This ordinance shall be published and become effective as provided by law.
- **Section 4. Severability.** If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Ordinance. The Board of Trustees hereby declares that it would have passed the ordinance including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more part, section, subsection, sentence, clause or phrase is declared invalid.
- **Section 5. Repealer.** All ordinances or resolutions, or parts thereof, in conflict with this ordinance are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such ordinance nor revive any ordinance thereby.
- **Section 6. Certification.** The Town Clerk shall certify to the passage of this ordinance and make not less than one copy of the adopted Code available for inspection by the public during regular business hours.

TOWN OF MEAD

INTRODUCED, READ, PASSED, AND ADOPTED THIS 29th DAY OF APRIL, 2024.

ATTEST:	TOWN OF MEAD
By:	By:
Mary E. Strutt, MMC, Town Clerk	Colleen G. Whitlow, Mayor

### **EXHIBIT 1**

### **Mead Community Center Subdivision Final Plat**

[Attached.]

# MEAD COMMUNITY CENTER SUBDIVISION FINAL PLAT

A RESUBDIVISION OF A PORTION OF BLOCKS 6 AND 7, AND VACATED FAIRBAIRN AVE, TOWN OF MEAD, AND A PORTION OF THE GREAT WESTERN RAILWAY, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH P.M.,

TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO

SHFFT 1 OF 2

Site Data Tab	le	
SITE AREA (SF/AC)	68,798 SQ.FT	. 1.58 AC
TOTAL LOT COVERAGE	0.62 AC	
BUILDING (SF)	11,551 SF	
LAND USE	OFFICE/BUSIN	IESS USES
BLDG HEIGHT PROPOSED	31'-5"	
NUMBER OF EMPLOYEES	6	
	*REQUIRED	PROPOSED
PARKING SPACES	23	64
ACCESSIBLE SPACES	3	3
BICYCLE SPACES	2	6
*PER MEAD MUNICIPAL COE	– CHARTER 16 – AF	RTICLE II —

THER MEAD MUNICIPAL COL — CHARTER 16 — ARTICLE II TABLE 2.1 PARKING REQUIREMENTS

### Certificate of Ownership and Dedication.

THE TOWN OF MEAD IS THE OWNER OF CERTAIN LANDS DESCRIBED BELOW, AND BY THIS PLAT, HAS CAUSED SAID LAND TO BE RESUBDIVIDED AND CONSOLIDATED INTO ONE (1) LOT UNDER THE NAME OF MEAD COMMUNITY CENTER SUBDIVISION.

THE TOWN OF MEAD IS THE OWNER OF CERTAIN LANDS IN MEAD, COLORADO, DESCRIBED HEREIN, AND BY THIS PLAT, AS APPLICABLE: (1) HAS CAUSED SAID LAND TO BE REPLATTED INTO LOTS, BLOCKS, TRACTS, STREETS, OR OTHER DESIGNATED PARCELS, AS APPLICABLE, UNDER THE NAME OF MEAD COMMUNITY CENTER SUBDIVISION FINAL PLAT; AND (2) HEREBY DEDICATES AND GRANTS FOR THE PUBLIC BENEFIT SUCH EASEMENTS AS ARE DEPICTED OR BY NOTE OR NOTATION REFERENCED HEREON (EXCEPT THOSE OF PRIOR RECORD), FOR THE USES AND PURPOSES SO INDICATED, ALONG WITH THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR THE PURPOSE NAMED ON THE EASEMENT, INCLUDING AS APPLICABLE THE INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND/OR FACILITIES OR SERVICES CONSISTENT WITH THE PURPOSE OF THE EASEMENT, BY THE TOWN OR APPLICABLE UTILITY/SERVICE PROVIDER OR ENTITY THE TOWN DOES NOT ACCEPT ANY DUTY OF MAINTENANCE OF THE EASEMENTS, OR OF IMPROVEMENTS IN THE EASEMENTS THAT ARE NOT OWNED BY THE TOWN AND FURTHER RESERVES THE RIGHT TO REMOVE OR REQUIRE THE OWNER(S) OF IMPROVEMENTS IN THE EASEMENTS TO REMOVE, AT THE EXPENSE OF THE OWNER(S), ANY OBJECTS IN THE EASEMENTS THAT INTERFERE WITH THEIR USE AND ENJOYMENT FOR THEIR INTENDED PURPOSE. THE RIGHTS GRANTED TO THE TOWN BY THIS PLAT INURE ALSO TO THE BENEFIT OF ITS AUTHORIZED AGENTS, LICENSEES, PERMITTEES AND ASSIGNS. ALL CONDITIONS, TERMS, WARRANTIES, REPRESENTATIONS, AND SPECIFICATIONS DESIGNATED OR DESCRIBED HEREIN SHALL BE BINDING ON THE OWNER AND THE SUCCESSORS AND ASSIGNS OF THE OWNER.

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 9. TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS

CONSIDERING THE WESTERLY LINE OF VACATED FAIRBAIRN AVENUE AS DESCRIBED IN THE RECORDS OF WELD COUNTY ON MAY 7, 2001, AT REC. NO. 2846383, AND THE EASTERLY LINE OF A 20' WIDE PLATTED ALLEY, BLOCK 7, TOWN OF MEAD AS DESCRIBED IN THE RECORDS OF WELD COUNTY ON FEBRUARY 12, 1906, AT RECEPTION NO. 106433 TO BEAR NORTH 00°32'45" WEST, A DISTANCE OF 379.17 FEET BETWEEN A FOUND #5 REBAR WITH 1 1/2" ALUMINUM CAP. "FLATIRONS SURV 29038" AT THE SOUTHWEST CORNER OF SAID VACATED FAIRBAIRN AVENUE AND A FOUND #4 REBAR WITH 1" BROKEN YELLOW PLASTIC CAP, ILLEGIBLE AT THE NORTHWEST CORNER OF LOT 1, SAID BLOCK 7, AS SHOWN HEREON. COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983 (NAD83). ALL BEARINGS SHOWN HEREON ARE RELATIVE THERETO.

### BEGINNING AT SAID NORTHWEST CORNER;

THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF MEAD STREET, NORTH 89°12'07" EAST, A DISTANCE OF 140.08 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE AND ALONG THE WESTERLY

RIGHT-OF-WAY LINE OF 3RD STREET, SOUTH 00°28'25" EAST, A DISTANCE OF 266.76 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE GREAT WESTERN RAILWAY COMPANY;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 20°20°37" WEST, A DISTANCE OF 201.85 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 89°48'41" WEST,

A DISTANCE OF 227.35 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF MAIN STREET: THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 00°23'40" WEST, A DISTANCE OF 74.94 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 89°44'30" EAST, A DISTANCE OF 159.39 FEET TO THE SOUTHWEST CORNER OF SAID VACATED

FAIRBAIRN AVENUE; THENCE ALONG THE WESTERLY LINE OF SAID VACATED FAIRBAIRN AVENUE, AND ALONG THE EASTERLY LINE OF SAID 20' WIDE PLATTED ALLEY, NORTH 00°32'45" WEST, A DISTANCE OF 379.17 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, AND THE POINT OF BEGINNING.

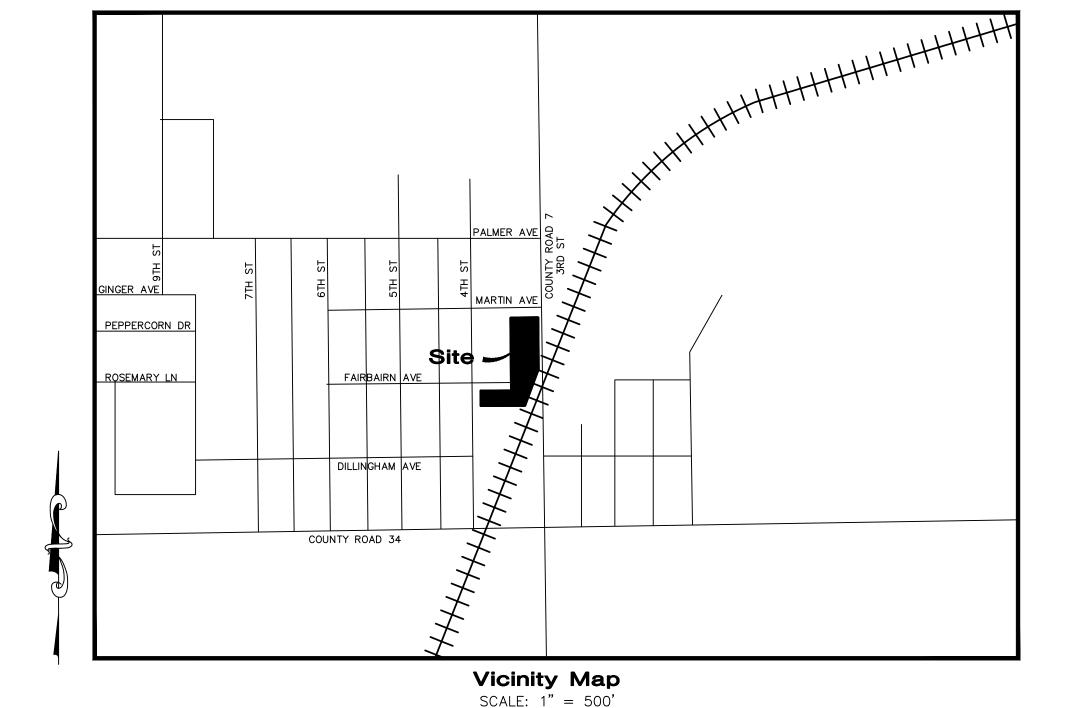
THUS-DESCRIBED FINAL PLAT CONTAINS 68,798 SQ. FT. OR 1.58 ACRES MORE OR LESS, TOGETHER WITH AND SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY EXISTING AND/OR OF PUBLIC RECORD.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HAND AND SEAL THIS \_\_ DAY OF \_\_\_\_\_ 20\_\_.

OWNER: TOWN OF MEAD, COLORADO

MAYOR

TOWN CLERK



- 1. OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY FOR LAND TITLE GUARANTEE COMPANY COMMITMENT NUMBER ABJ25180322, DATED SEPTEMBER 28, 2020 AT 5:00 P.M., AND UNIFIED TITLE COMPANY OF NORTHERN COLORADO, LLC COMMITMENT NUMBER 15404UTG, DATED APRIL 02, 2018, WERE ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS FINAL PLAT. THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE COMMITMENTS.
- 2. ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN
- 3. BASIS OF BEARINGS: GPS DERIVED BEARINGS BASED ON A BEARING OF NO0°32'45"W ALONG THE WESTERLY LINE OF VACATED FAIRBAIRN AVENUE, AS DESCRIBED IN THE RECORDS OF WELD COUNTY ON MAY 7, 2001 AT RECEPTION NO. 2846383 ALSO BEING THE EASTERLY LINE OF A 20' WIDE PLATTED ALLEY IN BLOCK 7 OF THE TOWN OF MEAD, AS DESCRIBED IN THE RECORDS OF WELD COUNTY ON FEBRUARY 12, 1906, AT RECEPTION NO. 106433, BETWEEN A FOUND #5 REBAR WITH 1 1/2" ALUMINUM CAP, "FLATIRONS SURV 29038". AT THE THE SOUTHWESTERLY CORNER OF SAID VACATED FAIRBAIRN AVENUE AND A FOUND #4 REBAR WITH 1" BROKEN YELLOW PLASTIC CAP. ILLEGIBLE AT THE NORTHWEST CORNER OF LOT 1, BLOCK 7, SAID TOWN OF MEAD AS SHOWN HEREON. COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983 (NAD83). ALL BEARINGS SHOWN HEREON ARE RELATIVE
- 4. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT AND/OR BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE C.R.S. SEC 18-4-508.
- 5. THE DISTANCE MEASUREMENTS SHOWN HEREON ARE U.S. SURVEY FOOT.

BK 22, PG 217

- 6. DATES OF FIELDWORK: JANUARY 30 FEBRUARY 7, 2023, AND APRIL 3, 2023
- 7. THE FOLLOWING DOCUMENTS ARE MENTIONED IN THE ABOVE REFERENCED TITLE DOCUMENT (NUMBER ABJ25180322) AND APPEAR TO AFFECT THE SUBJECT PROPERTY BUT CANNOT BE SHOWN GRAPHICALLY. THE FOLLOWING LIST CONTAINS THE TITLE DOCUMENT EXCEPTION NUMBER, DATE RECORDED, RECEPTION NUMBER AND/OR BOOK AND PAGE.

#10 MAY 17, 1907 BK 258, PG 314 #16 OCT 24, 2013 REC. NO. 3973325 DEC 21, 2017 REC. NO. 4362399 FEB 5, 2019 REC. NO. 4464778

#9 NOV 26, 1877

8. THE FOLLOWING DOCUMENTS ARE MENTIONED IN THE ABOVE REFERENCED TITLE DOCUMENT (NUMBER 15404UTG) AND APPEAR TO AFFECT THE SUBJECT PROPERTY BUT CANNOT BE SHOWN GRAPHICALLY. THE FOLLOWING LIST CONTAINS THE TITLE DOCUMENT EXCEPTION NUMBER, DATE RECORDED, RECEPTION NUMBER AND/OR BOOK AND PAGE. #9 NOV 26, 1877 BK 22, PG 217

#10 MARCH 3, 1882 REC. NO. 8091 #16 MARCH 19, 2014 REC. NO. 4003113 #17 AUGUST 29, 2013 REC. NO. 3959913

DENVER PACIFIC RAILWAY & TELEGRAPH COMPANY RIGHT-OF-WAY, NO SPECIFIC WIDTH LIQUOR RESTRICTIONS OIL AND GAS LEASE DECLARATION OF POOLING EXTENSION OF LEASES (SUBJECT PARCEL APPEARS TO BE

DENVER PACIFIC RAILWAY & TELEGRAPH COMPANY RIGHT-OF-WAY, NO SPECIFIC WIDTH

EXCEPTED)

MINERAL RESERVATIONS. OIL AND GAS LEASE OIL AND GAS LEASE

- 9. FLOOD INFORMATION: THE SUBJECT PROPERTY IS LOCATED IN ZONE X UNSHADED, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP: COMMUNITY-PANEL NO. 08123C-1880 E, DATED JANUARY 20, 2016. FLOOD INFORMATION IS SUBJECT TO CHANGE.
- 10. THE TOTAL AREA OF THE SUBJECT PROPERTY IS 68,798 SQ. FT. OR 1.58 ACRES, MORE OR LESS. AREA AS SHOWN HEREON IS A RESULTANT FACTOR, NOT A DETERMINATIVE FACTOR, AND MAY CHANGE SIGNIFICANTLY WITH MINOR VARIATIONS IN FIELD MEASUREMENTS OR THE SOFTWARE USED TO PERFORM THE CALCULATIONS. FOR THIS REASON, THE AREA IS SHOWN AS A "MORE OR LESS" FIGURE, AND IS NOT TO BE RELIED UPON AS AN ACCURATE FACTOR FOR REAL ESTATE SALES PURPOSES.
- 11. EASEMENTS RECORDED AT RECEPTION NOS. 2846383, 2911126, 3397569, AND 3767169 IN THE WELD COUNTY REAL PROPERTY RECORDS (COLLECTIVELY, THE "PRIOR EASEMENTS") ARE EXTINGUISHED BY MERGER OF THE TOWN'S FEE OWNERSHIP OF THE PROPERTY DESCRIBED IN THIS PLAT AND THE PRIOR EASEMENTS. THE PRIOR EASEMENTS ARE HEREBY EXTINGUISHED AND VACATED BY THIS PLAT.
- 12. THE LOT LINES OF LOTS 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, AND 23, AS PER THE PLAT OF TOWN OF MEAD AS DESCRIBED IN THE RECORDS OF WELD COUNTY ON FEBRUARY 12, 1906, AT RECEPTION NO. 106433, ALONG WITH THE PARCEL LINES FOR VACATED FAIRBAIRN AVENUE AS DESCRIBED IN THE RECORDS OF WELD COUNTY ON MAY 7, 2001, AT RECEPTION NO. 2846383, AND AS VACATED ON DECEMBER 21, 2001 AT RECEPTION NO. 2911126, ARE BEING VACATED PER THIS FINAL PLAT.
- 13. THE DRAINAGE EASEMENT. SANITARY AND STORM EASEMENT, AND UTILITY EASEMENT AS SHOWN HEREON ARE HEREBY DEDICATED TO THE TOWN FOR PUBLIC BENEFIT, WITH USE AND CONTROL RIGHTS RESERVED TO THE TOWN, WHICH USE RIGHTS MAY BE DELEGATED TO OTHER UTILITY COMPANIES OR SERVICE ENTITIES WITH THE PRIOR WRITTEN CONSENT OF THE TOWN. THE TOWN INTENDS THAT THE DRAINAGE EASEMENT, SANITARY AND STORM EASEMENT, AND UTILITY EASEMENT AS SHOWN HEREON SHALL RUN WITH THE LAND AND SURVIVE ANY FUTURE CONVEYANCE OF THE PROPERTY DESCRIBED IN THIS PLAT UNLESS AND UNTIL EXPRESSLY VACATED BY THE TOWN.
- 14. NO MERGER. THE TOWN SPECIFICALLY INTENDS THAT THE PUBLIC EASEMENTS DEDICATED TO THE TOWN AS SHOWN HEREON (THE DRAINAGE EASEMENT, SANITARY AND STORM EASEMENT AND UTILITY EASEMENT) SHALL NOT MERGE IN THE TOWN'S FEE INTEREST OF THE SUBJECT PROPERTY, IT BEING THE TOWN'S SPECIFIC INTENT THAT ALL SUCH EASEMENTS SHALL RUN WITH THE LAND AND BIND ALL FUTURE OWNER(S) OF THE PROPERTY DESCRIBED IN THIS PLAT UNLESS AND UNTIL EXPRESSLY VACATED BY THE TOWN.
- 15. THE TOWN RESERVES THE RIGHT TO LOCATE TOWN UTILITIES, DRAINAGE INFRASTRUCTURE OR OTHER RELATED PUBLIC IMPROVEMENTS OR APPURTENANCES ANYWHERE ON THE PROPERTY DESCRIBED IN THIS PLAT, PROVIDED THAT THE PROPOSED LOCATIONS HAVE BEEN REVIEWED AND APPROVED IN ADVANCE BY THE TOWN ENGINEER. TO THE EXTENT THAT THE TOWN SEEKS TO CONVEY THE PROPERTY DESCRIBED IN THIS PLAT (OR ANY PORTION THEREOF) IN THE FUTURE TO A THIRD-PARTY PURCHASER, THE TOWN WILL RESERVE ALL NECESSARY EASEMENT(S) IN THE CONVEYANCE DEED OR AS A CONDITION OF SALE.
- 16. IN THE EVENT UNITED POWER, INC. FACILITIES ARE PLACED BENEATH LANDSCAPED AREAS OR HARD SURFACE SUCH AS, BUT NOT LIMITED TO, ASPHALT OR CONCRETE, AND THE FACILITIES REQUIRE MAINTENANCE, REPLACEMENT, REPAIRS, ENLARGEMENT, RECONSTRUCTION, IMPROVEMENT, INSPECTION, AND/OR REMOVAL AT ANY TIME, UNITED POWER, INC. WILL NOT BE RESPONSIBLE FOR ANY COST ASSOCIATED WITH THE RESTORATION OR REPLACEMENTS OF ANY HARD SURFACES.

### **Town Engineer Certificate**

APPROVED AS TO FORM BY THE TOWN ENGINEER OF THE TOWN OF MEAD,

\_\_ DAY OF \_\_\_\_\_A.D.\_\_\_

TOWN ENGINEER

### Certificate of Final Staff Review and Approval.

THIS FINAL PLAT OF "MEAD COMMUNITY CENTER SUBDIVISION" HAS BEEN REVIEWED BY THE TOWN OF MEAD STAFF AND APPROVED FOR SUBMITTAL TO THE BOARD OF TRUSTEES FOR ACCEPTANCE BY ORDINANCE, THIS

### Certificate of Approval by the Board of Trustees.

THIS FINAL PLAT OF MEAD COMMUNITY CENTER SUBDIVISION IS APPROVED AND ACCEPTED BY ORDINANCE NO. \_\_\_\_\_\_ ("ORDINANCE"), PASSED AND ADOPTED AT THE REGULAR MEETING OF THE BOARD OF TRUSTEES OF MEAD, ACKNOWLEDGES THAT THE TOWN WAS THE BENEFICIARY OF CERTAIN EASEMENTS GRANTED TO THE TOWN OVER THE PROPERTY DESCRIBED HEREIN AND RECORDED WITH THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NOS. 2846383, 2911126, 3397569, AND 3767169. THE TOWN ACKNOWLEDGES THAT SUCH EASEMENTS HAVE EXTINGUISHED BY MERGER OF THE TOWN'S FEE OWNERSHIP AND EASEMENT INTERESTS.

THIS ACCEPTANCE OF THE FINAL PLAT DOES NOT GUARANTEE THAT THE SOIL CONDITIONS, SUBSURFACE GEOLOGY, GROUNDWATER CONDITIONS OR FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT WILL BE ISSUED FOR THAT LOT.

THE TOWN FURTHER HEREBY ACCEPTS, FOR THE PUBLIC BENEFIT, ALL EASEMENT DEDICATIONS SHOWN ON THIS FINAL PLAT, AND ALL USE AND CONTROL RIGHTS ASSOCIATED THEREWITH.

MAYOR ATTEST: TOWN CLERK

### Surveyor's Certificate:

I JAMES Z. GOWAN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO. DO HEREBY CERTIFY THAT THE FINAL PLAT MAP SHOWN HEREON IS A CORRECT DELINEATION OF THE ABOVE DESCRIBED PARCEL OF LAND.

I FURTHER CERTIFY THAT THIS FINAL PLAT MAP AND LEGAL DESCRIPTION WERE PREPARED UNDER MY PERSONAL SUPERVISION AND IN ACCORDANCE WITH APPLICABLE STATE OF COLORADO REQUIREMENTS ON THIS \_\_\_\_TH DAY OF \_\_\_\_, 20\_\_\_, IS ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

JAMES Z. GOWAN, COLORADO P.L.S. #29038 VICE PRESIDENT, FLATIRONS, INC.

Engineer

441 THIRD STREET

MEAD, CO 80542

MPD ENGINEERING, LLC BOULDER, CO MARC DOLEZAL, P.E.

Owner/Developer/Applicant TOWN OF MEAD

SHEET 1 OF 2

SIS A DER, 303) 303)

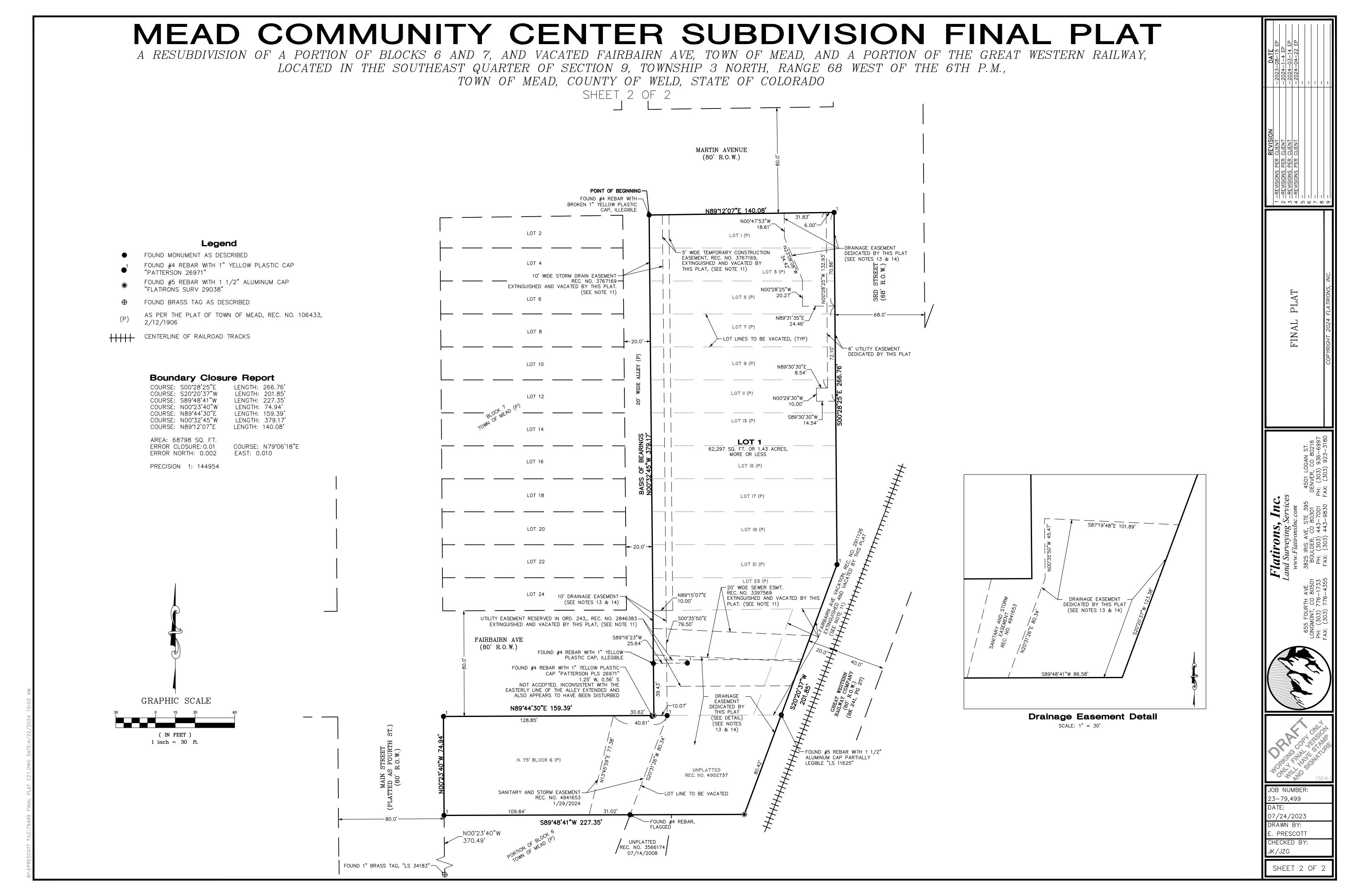




23-79,499 07/24/2023 DRAWN BY: . PRESCOTT

HECKED BY:

OB NUMBER:



Section 9, Item d.

7



#### **Agenda Item Summary**

MEETING DATE: April 29, 2024

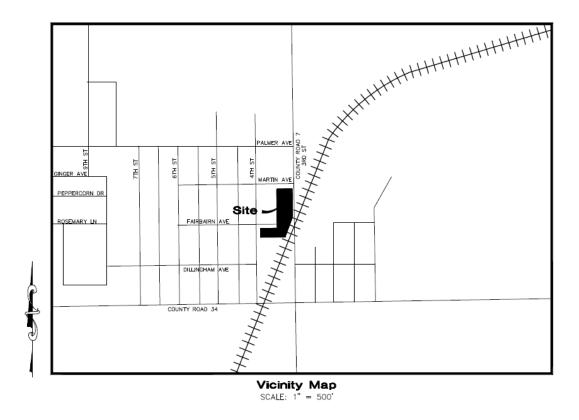
SUBJECT: Ordinance No. 1053 – An Ordinance of the Town of Mead, Colorado

Approving the Town of Mead Community Center Site Plan

PRESENTED BY: Kyle Estrada-Clarke, Planner I

#### **SUMMARY**

Staff has approved an application for the Town of Mead Community Center Site Plan ("**Site Plan**"), which allows for the construction of a community center for the Town of Mead. The site is generally located south of Martin Avenue and west of Weld County Road 7 (3<sup>rd</sup> Street), as shown on the Vicinity Map below and more fully described in the Site Plan ("**Property**"). The Site Plan substantially complies with the regulations governing the development, including the Mead Municipal Code ("**MMC**"), Town Design Standards and Construction Specifications, fire code and standards set forth by relevant utilities.



#### SITE DETAILS

**Applicant:** Town of Mead **Property Owner:** Town of Mead

**Property Location:** Generally located south of Martin Avenue and west of Weld

County Road 7 (3<sup>rd</sup> Street)

**Zoning Classification:**Downtown Mixed Use (DMU) **Comp. Plan Designation:**Downtown Mixed Use (DMU)

**Surrounding Land Uses:** 

North Civic, Downtown Mixed Use (DMU) – Town of Mead South Commercial, Downtown Mixed Use (DMU) – Town of Mead

East Light Industrial (LI) – Town of Mead

West Residential, Downtown Mixed Use (DMU) – Town of Mead

#### **OVERVIEW**

MMC Section 16-4-100(b)(8) allows for administrative approval of site plans by staff. Section 16-4-100(b)(9) requires that staff bring approved site plans before the Board of Trustees for adoption by ordinance. The Site Plan complies with relevant regulations and the review criteria set forth in Section 16-4-100 of the MMC, as discussed in more detail below.

The Town of Mead ("Applicant") is the owner of the Property, which consists of Lot 1, Mead Community Center Subdivision Final Plat ("Final Plat"). Applicant has submitted the application for the Mead Community Center Subdivision Final Plat concurrently with the Site Plan application. Both applications are included on the April 29, 2024, consent agenda for Board of Trustees consideration.

The Site Plan proposes the construction of a 11,551 square foot community center. Improvements include the paving of the alley located on the western property line as well as a connection to Main St., landscaping, grading, and drainage improvements.

#### **REVIEW CRITERIA**

For Town staff to approve a site plan and for the Board of Trustees to subsequently adopt the site plan, the proposal must comply with the six review criteria set forth in MMC Section 16-4-100 related to the approval of site plans. Individual criteria are presented below in bold and are followed by detailed analysis and confirmation that each criterion has been satisfied.

# <u>Criterion No. 1</u>: All information required by Section 16-4-100(b)(3)h. is shown on the site plan.

The required physical, legal and technical information, including legal descriptions, land use and acreage tables, survey information, titling, north arrows, utility locations, and the like, has been included to the satisfaction of Town staff, subject to additional, minor technical corrections (a condition of approval in the proposed Ordinance).

# <u>Criterion No. 2</u>: The lot size and lot dimensions are consistent with what is shown on the approved final plat.

The size and dimensions of the lot shown on the Site Plan are consistent with the Final Plat, also before the Board of Trustees for consideration at the April 29, 2024, regular meeting. Lot 1 will be created upon Board of Trustees approval and Town's recordation of the Final Plat.

#### <u>Criterion No. 3</u>: No buildings or structures infringe on any easements.

None of the proposed construction infringes on any easements.

# <u>Criterion No. 4</u>: The proposed site grading is consistent with the requirements of any applicable adopted storm drainage criteria or master drainage plans.

This criterion has been met. This Site Plan application contains a grading plan and drainage plan, which have been reviewed to the satisfaction of the Town Engineer's office and found to comply with all relevant requirements.

# <u>Criterion No. 5</u>: The density and dimensions shown conform with the Town density and dimensional standards or the approved PUD requirements.

The zoning of the Property is Downtown Mixed Use (DMU) which allows civic and community buildings as a use by right and is consistent with the designation of the Property in the 2018 Mead Comprehensive Plan. The proposed development meets the density and dimensional standards found in Section 16-3-80, Table 3-3 of the MMC, as follows:

- The development exceeds the required zero-foot (0') setback from CR 7/3<sup>rd</sup> Street.
- The development exceeds the required zero-foot (0') setback from Martin Avenue and the western alley.
- The proposed building complies with the forty-foot (40') maximum height in the Downtown Mixed Use (DMU) zone district.

# <u>Criterion No. 6</u>: The applicable provisions of this Code have been adequately addressed and the proposed improvements conform to this Code.

This proposal conforms with the MMC and related standards. Applicable regulations, beyond the "density and dimensional standards" discussed above, include the Town of Mead Design Standards and Construction Specifications and the sections of MMC Chapter 16, Article 2 that address parking, landscape design and commercial architecture. Analysis indicating how the proposal complies with each is provided below.

**Design Standards and Construction Specifications** – The proposal has been reviewed by the Town Engineer's office against the appropriate design standards and code sections. Staff has found the proposal to be in substantial compliance with Town technical standards. Traffic, drainage and utility systems were designed, reviewed and approved. The uses proposed with this application can be served appropriately. The Applicant will undertake the following to provide appropriate services to the proposed development:

- Paving of the alley on the western property line as well as a connection to Main Street.
- All grading, earthwork, and drainage improvements, including detention improvements, associated with the improvements listed here;
- Landscaping Improvements.

**Parking** (Sec. 16-2-90) – The proposed development complies with the office use parking standards of providing one (1) space per five hundred (500) square feet of gross floor area. The development is required to provide a total of twenty-three (23) parking spaces. The Site Plan exceeds the required parking by providing sixty-four (64) parking spaces.

Landscape design (Sec. 16-2-150) – The Site Plan meets the standards set forth in the MMC for landscape requirements. The proposal includes one (1) tree per one thousand (1,000) square feet of landscaped area and one (1) shrub per one hundred and fifty (150) square feet of landscaped area, for a total of 28 site trees and one hundred and fifty (150) site shrubs for phase 1 and 8 site trees and nineteen (19) site shrubs for phase 2.

Commercial and Industrial Architecture (Sec. 16-2-190) – The proposed Mead Community Center incorporates architectural features that provide appropriate variation in compliance with the MMC. These buildings are designed featuring three-hundred and sixty-degree (360°) architecture, and provide visible interest and intrigue with the use of windows and fenestration, towers, horizontal and vertical breaks, and change in textures and colors.

**Lighting** (Sec. 16-2-250) – The Site Plan includes fully downcast pole-mounted lighting and additional building mounted lighting. The proposed lighting complies with the MMC and adequately lights the building structures and parking areas, while avoiding light spillage onto adjacent properties.

#### FINANCIAL CONSIDERATIONS

There are no financial considerations directly tied to the approval/conditional approval of the Site Plan. Approval of the Final Plat and Site Plan for the Property will permit the Town to move forward with the construction of the Mead Community Center project. The approved 2024 budget identifies \$7,675,000 for the Mead Community Center project in budget line-item no. 09-51-5500, *Capital Outlay, Municipal Facilities*.

#### **ALTERNATIVES/OPTIONS**

The Board may adopt Ordinance No. 1053 ratifying staff's approval of the Town of Mead Community Center Site Plan application. Alternately the Board may adopt the Ordinance with added conditions, or the Board may choose to not adopt the Ordinance. Any decision by the Board not to adopt Ordinance No. 1053 shall be accompanied by a clear statement outlining which of the required review criteria the Board believes have not been met.

#### STAFF RECOMMENDATION/ACTION REQUIRED

Pursuant to MMC Section 16-4-100, Town staff has approved the Site Plan subject to the conditions of approval set forth in Ordinance No. 1053 and therefore recommends that the Board of Trustees proceed to adopt the Ordinance in the form presented.

A motion to approve the April 29, 2024, consent agenda will approve this item. If the Ordinance is removed from the current agenda, for further discussion or for questions of Town staff, staff recommends the following motion:

#### Suggested Motion:

"I move to approve Ordinance No. 1053, an Ordinance of the Town of Mead, Colorado, Approving the Town of Mead Community Center Site Plan, Based on Staff Approval and Satisfaction of Site Plan Review Criteria Set Forth in Section 16-4-100 of the Mead Municipal Code."

#### **ATTACHMENTS**

Ordinance No. 1053

Town of Mead Community Center Site Plan

# TOWN OF MEAD, COLORADO ORDINANCE NO. 1053

# AN ORDINANCE OF THE TOWN OF MEAD, COLORADO, APPROVING THE TOWN OF MEAD COMMUNITY CENTER SITE PLAN

**WHEREAS**, the Town of Mead is authorized to regulate the use and development of land within its jurisdiction, pursuant to Title 31, Article 23, C.R.S., Title 29, Article 20, C.R.S. and the Town's Land Use Code, codified in Chapter 16 of the *Mead Municipal Code* ("**MMC**"); and

**WHEREAS**, the Town of Mead, Colorado ("**Applicant**"), has submitted to the Town a land use application for a site plan designated as the TOWN OF MEAD COMMUNITY CENTER SITE PLAN, attached hereto and incorporated as EXHIBIT 1 of this Ordinance ("**Site Plan**"); and

**WHEREAS**, the Site Plan application concerns certain property generally located south of Martin Avenue and west of Weld County Road 7 (3<sup>rd</sup> Street), as more particularly described in the Site Plan ("**Property**"); and

WHEREAS, Applicant is the owner of the Property; and

**WHEREAS**, the Applicant desires to construct a community center facility together with certain public improvements including the construction of drainage and landscaping improvements, Main Street access, parking, and other improvements as shown on the Site Plan; and

**WHEREAS**, in accordance with Section 16-4-100(b)(8) of the MMC, Town staff has conditionally approved the Site Plan; and

**WHEREAS**, Section 16-4-100(b)(9) of the MMC requires that the Site Plan be presented to the Board of Trustees for its adoption by ordinance; and

**WHEREAS**, the Town Board of Trustees has reviewed the Site Plan and has determined that the Site Plan satisfies the site plan review criteria set forth in the MMC; and

**WHEREAS**, the administrative record for this case includes, but is not limited to, the MMC, the Town of Mead Comprehensive Plan, all other applicable ordinances, resolutions and regulations, the staff report/agenda item summary presented to the Board of Trustees, the Site Plan application and all other submittals of the Owner and Applicant, the Site Plan, and the recording and minutes of the Board of Trustees meeting at which the Site Plan was considered; and

**WHEREAS**, the Town Board of Trustees desires to conditionally approve the Site Plan.

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

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

- Section 2. Site Plan Approval. The Site Plan is approved subject to the following condition:

  a. The Applicant shall resolve and correct any technical issues as directed by Town Staff prior to signature of Town officials on the Site Plan.
- **Section 3.** The Mayor is hereby authorized to sign the Site Plan on behalf of the Town, and the Town Clerk is hereby authorized to attest the signature of the Mayor on the Site Plan.
- **Section 4. Effective Date.** This ordinance shall be published and become effective as provided by law.
- **Section 5. Severability.** If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Ordinance. The Board of Trustees hereby declares that it would have passed the ordinance including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more part, section, subsection, sentence, clause or phrase is declared invalid.
- **Section 6. Repealer.** All ordinances or resolutions, or parts thereof, in conflict with this ordinance are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such ordinance nor revive any ordinance thereby.
- **Section 7. Certification.** The Town Clerk shall certify to the passage of this ordinance and make not less than one copy of the ordinance available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 29th DAY OF APRIL, 2024.

ATTEST:	TOWN OF MEAD
By:	By:
Mary E. Strutt, MMC, Town Clerk	Colleen G. Whitlow, Mayor

#### **EXHIBIT 1**

#### TOWN OF MEAD COMMUNITY CENTER SITE PLAN

[Attached.]

# TOWN OF MEAD COMMUNITY CENTER SITE PLAN

**PRELIMINARY** NOT FOR CONSTRUCTION 07/21/23





585 S. ARTHUR AVE., UNIT 12 A & E LOUSIVILLE, CO 80027 P:303.952.5080 www.essenza-arch.com C) ESSENZA ARCHITECTURE, LLC 2023

LOT 1, MEAD COMMUNITY CENTER SUBDIVISION FINAL PLAT, TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO

#### CERTIFICATE OF OWNERSHIP AND DEDICATION

THE TOWN OF MEAD IS THE OWNER OF CERTAIN LANDS DESCRIBED BELOW, AND BY THIS PLAT. HAS CAUSED SAID LAND TO BE RESUBDIVIDED AND CONSOLIDATED INTO ONE (1) LOT UNDER THE NAME OF

THE TOWN OF MEAD IS THE OWNER OF CERTAIN LANDS IN MEAD, COLORADO, DESCRIBED HEREIN, AND BY THIS PLAT, AS APPLICABLE: (1) HAS CAUSED SAID LAND TO BE REPLATTED INTO LOTS, BLOCKS, TRACTS, STREETS, OR OTHER DESIGNATED PARCELS, AS APPLICABLE. UNDER THE NAME OF MEAD COMMUNITY CENTER SUBDIVISION FINAL PLAT; AND (2) HEREBY DEDICATES AND GRANTS FOR THE PUBLIC BENEFIT SUCH EASEMENTS AS ARE DEPICTED OR BY NOTE OR NOTATION REFERENCED HEREON (EXCEPT THOSE OF PRIOR RECORD), FOR THE USES AND PURPOSES SO INDICATED, ALONG WITH THE PERPETUA RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR THE PURPOSE NAMED OF THE EASEMENT, INCLUDING AS APPLICABLE THE INSTALLATION. MAINTENANCE AND REPLACEMENT CC UTILITY ONES AND/OR FACILITIES OR SERVICES CONSISTENT WITH THE PURPOSE OF THE EASEMENT, BY THE TOWN OR APPLICABLE UTILITY/SERVICE PROVIDER OR ENTITY. THE TOWN DOES NOT ACCEPT ANY DUTY OF MAINTENANCE OF THE EASEMENTS, OR OF IMPROVEMENTS IN THE EASEMENTS THAT ARE NOT OWNED BY THE TOWN, AND FURTHER RESERVES THE RIGHT TO REMOVE OR REQUIRE THE OWNER(S) OF IMPROVEMENTS IN THE EASEMENTS TO REMOVE. AT THE EXPENSE OF THE ONNER(S), ANY OBJECTS IN THE EASEMENTS THAT INTERFERE WITH THEIR USE AND ENJOYMENT FOR THEIR INTENDED PURPOSE. THE RIGHTS GRANTED TO THE TOWN BY THIS PLAT INURE ALSO TO THE BENEFIT OF ITS AUTHORIZED AGENTS. LICENSEES, PERMITTEES AND ASSIGNS. ALL CONDITIONS. TERMS, WARRANTIES. REPRESENTATIONS, AND SPECIFICATIONS DESIGNATED OR DESCRIBED HEREIN SHALL BE BINDING ON THE OWNER AND THE SUCCESSORS AND ASSIGNS OF THE OWNER.

A PARCEL OF LAND LOCATED IN THE SOUTHEAST OUARTER OF SECTION 9, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH PM., TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE WESTERLY LINE OF VACATED FAIRBAIRN AVENUE AS DESCRIBED IN THE RECORDS OF WELD COUNTY ON MAY 7, 2001, AT REC. NO. 2846383, AND THE EASTERLY UNE OF A 20' WIDE PLATTED ALLEY, BLOCK 7, TOWN OF MEAD AS DESCRIBED IN THE RECORDS OF WELD COUNTY ON FEBRUARY 12 1906. AT RECEPTION NO. 106433 TO BEAR NORTH 00'32'45" WEST, A DISTANCE OF 379.17 FEET BETWEEN A FOUND #4 REBAR WITH 1 1/2" ALUMINUM CAP, "FLATIRONS SURV 29038" AT THE SOUTHWEST CORNER OF SAID VACATED FAIRBAIRN AVENUE AND A FOUND #4 REBAR WITH A 1" BROKEN YELLOW PLASTIC CAP, ILLEGIBLE AT THE NORTHWEST CORNER OF LOT 1, SAID BLOCK 7. AS SHOWN HEREON. COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983 (NAD83). ALL BEARINGS SHOWN HEREON ARE RELATIVE THERETO.

#### BEGINNING AT SAID NORTHWEST CORNER;

OF-WAY LINE OF THE GREAT WESTERN RAILWAY COMPANY:

THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF MEAD STREET, NORTH 89\*12'07" EAST, A DISTANCE OF THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE AND ALONG THE WESTERLY RIGHT-OF-WAY LINE OF 3RD STREET, SOUTH 00\*28'25" EAST. A DISTANCE OF 268.76 FEET TO A POINT ON THE WESTERLY RIGHT-

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 20\*20'37' WEST. A DISTANCE OF 201.85 FEET THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 89\*48'41' WEST, A DISTANCE OF 227.35 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF MAIN STREET THENCE ALONG SAID EASTERLY RIGHT-CC-WAY LINE, NORTH 00\*23'40' WEST. A DISTANCE OF 74.94 FEET

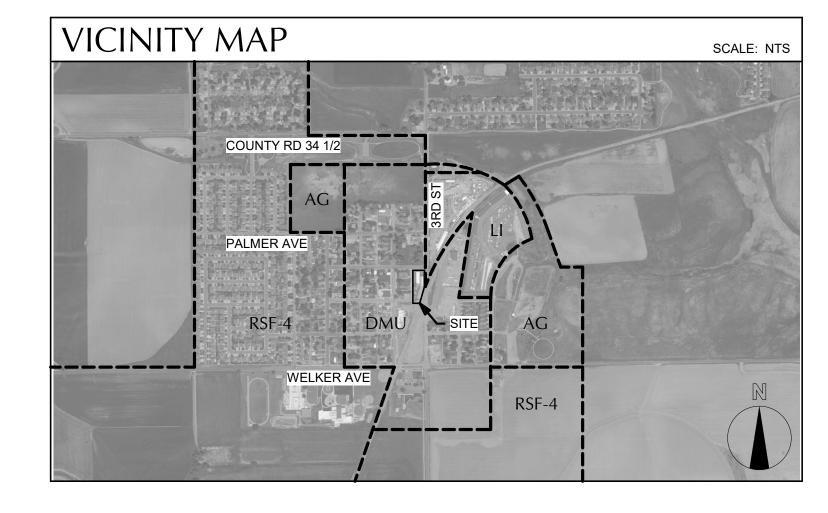
TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF FAIRBAIRN AVENUE: THENCE ALONG SAID SOUTHERLY RIGHT-CC-WAY LINE, NORTH 89\*44.30" EAST, A DISTANCE OF 159.39 FEET TO THE SOUTHWEST CORNER OF SAID VACATED FAIRBAIRN AVENUE; THENCE ALONG THE WESTERLY LINE OF SAID VACATED FAIRBAIRN AVENUE, AND ALONG THE EASTERLY LINE OF SAID 20' WIDE PLATTED ALLEY, NORTH 00\*32'45" WEST. A DISTANCE OF 379.17 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, AND THE POINT OF BEGINNING.

THUS-DESCRIBED FINAL PLAT CONTAINS 68.798 SQ. FT. OR 1.58 ACRES MORE OR LESS. TOGETHER WITH AND SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY EXISTING AND/OR OF PUBLIC RECORD.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HAND AND SEAL THIS \_\_\_\_\_DAY OF

OWNER: TOWN OF MEAD, COLORADO

**TOWN CLERK** 



# SITE MAP SCALE: NTS

# PROJECT TEAM

TOWN OF MEAD 441 3RD STREET MEAD, CO 80542 T: 970.805.4185 CONTACT: ERIKA RASMUSSEN EMAIL: <u>Erasmussen@townofmead.org</u>

ARCHITECT ESSENZA ARCHITECTURE 685 S. ARTHUR AVE., UNIT 12-B LOUISVILLE, CO 80027 T: 303.952.5080 CONTACT: CHRISTA PLAZA EMAIL: <a href="mailto:christa@essenza-arch.com">christa@essenza-arch.com</a>

CIVIL ENGINEER
MPD ENGINEERING 1550 QUINCE AVE, BOULDER, CO 80304 T: 303.498.9224 CONTACT: MARC DOLEZAL EMAIL: marc@mpd-engineering.com

LITTLE THOMPSON WATER DISTRICT 835 E. HIGHWAY 56 BERTHOUD, CO 80513 T: 970.532.2096 CONTACT: CLAYTON ORBACK EMAIL: corback@ltwd.org

**ELECTRICAL ENGINEER** AE DESIGN GROUP, INC 1900 WAZEE STREET, SUITE 205 **DENVER, CO 80202** T: 303.296.3579 CONTACT: MIO STANLEY EMAIL: <u>mstanley@aedesign-inc.com</u>

244 NORTH COLLEGE AVE #150 FORT COLLINS, CO 80524 T: 970.409.3414 CONTACT: RYAN HOLDORF EMAIL: rholdorf@norris-design.com

MARTIN / MARTIN 12499 WEST COLFAX AVENUE LAKEWOOD, CO 80215 T: 303.431.6100 x 485 CONTACT: DAVID COPLAN EMAIL: DCoplan@martinmartin.com

MECHANICAL/PLUMBING ENGINEER 2525 S WADSWORTH BLVD SUITE 200 LAKEWOOD, CO 80227 T: 303.988.4514 X 148 CONTACT: PETER FAILLA II, PE EMAIL: PFailla@theballardgroup.com

DITESCO SERVICES 2133 S. TIMBERLINE ROAD, SUITE 110 FORT COLLINS, CO 80525 T: 970.632.5068 CONTACT: BILL RENZ

EMAIL: <u>bill.renz@ditescoservices.com</u>

HEATH STEEL PO BOX 473 FORT COLLINS, CO 80522 T: 970.490.8061 CONTACT: TONY DEMARIO EMAIL: tdemario@heathsteel.com

#### **TOWN OF MEAD WAIVER STATEMENT**

ALL WORK SHALL BE CONSTRUCTED TO THE TOWN OF MEAD STANDARDS AND SPECIFICATIONS. THESE PLANS HAVE BEEN REVIEWED BY THE TOWN OF MEAD FOR CONCEPT ONLY AND GENERAL CONFORMANCE WITH THE TOWNS STANDARDS AND SPECIFICATIONS. THE REVIEW BY THE TOWN OF MEAD DOES NOT IMPLY RESPONSIBILITY BY THE TOWN OF MEAD OR THE TOWN ENGINEER FOR ACCURACY AND CORRECTNESS OF THE PLANS OR CALCULATIONS. FURTHERMORE, THE REVIEW DOES NOT IMPLY THAT QUANTITIES OF ITEMS CONSTRUED IN ANY REASON AS ACCEPTANCE OF FINANCIAL RESPONSIBILITY OF THE TOWN OF MEAD FOR ADDITIONAL QUANTITIES OF ITEMS SHOWN THAT MAY BE REQUIRED DURING THE CONSTRUCTION THIS APPROVAL IS FOR CONFORMANCE TO THESE STANDARDS AND SPECIFICATIONS AND OTHER TOWN REQUIREMENTS. THE DESIGN AND CONCEPT REMAINS THE RESPONSIBILITY OF THE PROFESSIONAL ENGINEER OR LANDSCAPE

#### **SURVEY NOTES**

SCALE FACTOR

VERTICAL DATUM: NGS POINT L 329, BEING A 3 1/2" BRASS CAP "L329 1951" LOCATED 2.3 MILES FROM THE SITE AT THE INTERSECTION OF U.S. HWY 66 AND COUNTY ROAD 5, WITH A PUBLISHED ELEVATION OF 4982.16 FEET, WAS CHECKED INTO WITH AN AS-MEASURED ELEVATION OF 4982.18'

SITE BENCHMARK: ON-SITE BENCHMARK ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF MARTIN AVENUE, BEING A SET #4 REBAR WITH 1" PINK PLASTIC CAP "FLATIRONS CONTROL" WITH AN ELEVATION OF 5001.92 FEET (NAVD 88) E=3139775.32' N=1329384.80'

#### **SURVEYING CERTIFICATE**

A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO. DO HEREBY CERTIFY THAT THE SITE BOUNDARIES SHOWN HEREON ARE A CORRECT DELINEATION OF THE ABOVE DESCRIBED PARCEL OF LAND.

I FURTHER CERTIFY THAT THE IMPROVEMENT SURVEY PLAT WAS PREPARED JNDER MY PERSONAL SUPERVISION AND IN ACCORD WITH APPLICABLE STATI OF COLORADO REQUIREMENTS

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_

#### **TOWN ENGINEER CERTIFICATE**

THE SITE PLAN SHOWN HEREON HAS BEEN REVIEWED BY THE TOWN ENGINEER AND APPROVED AS TO FORM.

**TOWN ENGINEER** 

#### **CERTIFICATE OF FINAL STAFF REVIEW AND APPROVAL**

THE SITE PLAN SHOWN HEREON HAS BEEN REVIEWED AND APPROVED BY THE TOWN OF MEAD STAFF, WITH SUBMITTAL THEREAFTER TO THE BOARD OF TRUSTEES FOR ACCEPTANCE BY ORDINANCE.

TOWN MANAGER

HELD ON \_

#### **CERTIFICATE OF APPROVAL BY THE BOARD OF TRUSTEES**

THE SITE PLAN SHOWN HEREON IS APPROVED AND ACCEPTED BY ORDINANCE ("ORDINANCE"), PASSED AND ADOPTED AT THE REGULAR MEETING OF THE BOARD OF TRUSTEES OF MEAD, COLORADO, HELD ON . THE ORDINANCE FURTHER ACKNOWLEDGES THAT THE TOWN WAS THE BENEFICIARY OF CERTAIN EASEMENTS GRANTED TO THE TOWN OVER THE PROPERTY DESCRIBED HEREIN, AS FURTHER SHOWN ON THE IMPROVEMENT SURVEY AND RECORDED WITH THE WELD COUNTY CLERK AND RECORDER AT RECEPTION NOS. 2846383, 2911126, 3397569, AND 3767169. THE TOWN ACKNOWLEDGES THAT SUCH EASEMENTS HAVE EXTINGUISHED BY MERGER OF THE TOWN'S FEE OWNERSHIP AND EASEMENT INTERESTS.

TOWN OF MEAD, COLORADO	ATTEST:
MAYOR	TOWN CLERK

SHEET#	SHEET NAME
1	COVER SHEET
2	STANDARD GENERAL NOTES
3	IMPROVEMENT SURVEY PLAT
4	IMPROVEMENT SURVEY PLAT
5	SITE PLAN
6	UTILITY PLAN
7	UTILITY PLAN
8	GRADING AND DRAINAGE PLAN
9	LANDSCAPE SITE NOTES
10	PHASE 1 LANDSCAPE SITE PLAN
11	PHASE 2 LANDSCAPE SITE PLAN
12	LANDSCAPE SITE DETAILS
13	LANDSCAPE SITE DETAILS
14	LANDSCAPE SITE DETAILS
15	LANDSCAPE SITE DETAILS
16	LANDSCAPE NOTES
17	PHASE 1 LANDSCAPE PLAN
18	PHASE 2 LANDSCAPE PLAN
19	LANDSCAPE DETAILS
20	IRRIGATION SCHEDULE
21	PHASE 1 IRRIGATION PLAN
22	PHASE 2 IRRIGATION PLAN
23	IRRIGATION DETAILS
24	IRRIGATION DETAILS
25	IRRIGATION DETAILS
26	IRRIGATION DETAILS
27	ELEVATIONS
28	3D PERSPECTIVES
29	SITE PHOTOMETRIC
30	LIGHTING FIXTURE CUTSHEETS
31	LIGHTING FIXTURE CUTSHEETS
32	LIGHTING FIXTURE CUTSHEETS

SHEET INDEX

SITE DATA	TABLE	
SITE AREA (SF/AC)	68,798 SF	1.58 AC
TOTAL LOT COVERAGE	0.62	
BUILDING (SF)	11,551 SF	
LAND USE	OFFICE / BUSIN	ESS USES
BLDG HEIGHT PROPOSED	31' - 5"	
NUMBER OF EMPLOYEES	6	
	*REQUIRED	PROPOSED
PARKING SPACES	23	64
ACCESSIBLE SPACES	3	3
BICYCLE SPACES	2	6

\*PER MEAD MUNICPAL CODE - CHAPTER 16 - ARTICLE II -TABLE 2.1 PARKING REQUIREMENTS

MEAD ( 401 3RI



SITE PLAN SUBMITTAL

ISSUE:

DATE:

11/10/23

03/18/24

DRAWN BY:

LITTLE THOMPSON WATER DISTRICT THESE CONSTRUCTION PLANS HAVE BEEN REVIEWED BY THE LITTLE THOMPSON WATER DISTRICT (DISTRICT) FOR WATERLINE IMPROVEMENTS ONLY, THIS REVIEW IS FOR GENERAL CONFORMANCE TO DISTRICT STANDARDS AND SPECIFICATIONS AND DOES NOT CONSTITUTE APPROVAL OF THE PLAN DESIGN. THE SOLE RESPONSIBILITY FOR COMPLETENESS AND ACCURACY OF THESE CONSTRUCTION PLANS SHALL REMAIN WITH THE ENGINEER OF RECORD. PLANS SHALL REMAIN WITH THE ENGINEER OF RECORD.

ALL MATERIALS RELATED TO WATERLINE IMPROVEMENTS MUST CONFORM TO THE CURRENT VERSION OF THE DISTRICT'S STANDARDS AND SPECIFICATIONS AND MUST BE APPROVED THROUGH THE DISTRICT'S MATERIAL SUBMITTAL PROCESS PRIOR TO CONSTRUCTION.

THE DISTRICT'S ACCEPTANCE OF THESE CONSTRUCTION PLANS IS VALID FOR ONE APPROVED BY: LITTLE THOMPSON WATER DISTRICT DATE

REVIEWED BY: PROJECT #: CP**DRAWING TITLE: COVER SHEET** 

SHEET#





685 S. ARTHUR AVE., UNIT 12 A & B LOUSIVILLE, CO 80027 P:303.952.5080 www.essenza-arch.com

# (C) ESSENZA ARCHITECTURE, LLC 2023



ENTER 80542 O S

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MEAD ( 401 3RI

ISSUE: SITE PLAN SUBMITTAL DATE:

**REVISIONS:** 11/10/23

03/18/24

DRAWN BY:

**REVIEWED BY:** 

PROJECT #: **DRAWING TITLE:** 

STANDARD GENERAL

#### TOWN OF MEAD GENERAL NOTES FOR CONSTRUCTION PLANS

1. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE LATEST TOWN OF MEAD STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC AND PRIVATE IMPROVEMENTS, COLORADO DEPARTMENT OF TRANSPORTATION, MOUNTAIN VIEW ARE PROTECTION DISTRICT REQUIREMENTS, LITTLE THOMPSON WATER DISTRICT AND ALL APPLICABLE STATE AND LOCAL STANDARDS AND

2. THE CONTRACTOR SHALL HAVE IN POSSESSION AT THE JOB SITE AT ALL TIMES ONE (1) SIGNED COPY OF APPROVED PLANS, STANDARDS AND SPECIFICATIONS, AND PERMITS. CONTRACTOR SHALL CONSTRUCT AND MAINTAIN EMERGENCY ACCESS ROUTES TO THE SITE AND STRUCTURE AT ALL TIMES PER THE APPLICABLE MOUNTAIN VIEW FIRE PROTECTION DISTRICT REQUIREMENTS. THE CONTRACTOR SHALL OBTAIN WRITTEN APPROVAL FOR ANY VARIANCE TO THE ABOVE DOCUMENTS. THE CONTRACTOR SHALL NOTIFY THE TOWN ENGINEER OF ANY CONFLICTING STANDARDS OR SPECIFICATIONS. IN THE EVENT OF ANY CONFLICTING STANDARD OR SPECIFICATION, THE MORE STRINGENT OR HIGHER QUALITY STANDARD, DETAIL OR SPECIFICATION SHALL APPLY. 3. THE CONTRACTOR SHALL OBTAIN, AT HIS OWN EXPENSE, ALL APPLICABLE CODES, LICENSES, STANDARD SPECIFICATIONS, PERMITS, BONDS, ETC., WHICH ARE NECESSARY TO PERFORM THE PROPOSED WORK, INCLUDING, BUT NOT LIMITED TO A LOCAL AND STATE GROUNDWATER DISCHARGE AND COLORADO DEPARTMENT OF HEALTH AND ENVIRONMENT (CDPHE) STORMWATER DISCHARGE PERMIT ASSOCIATED WITH CONSTRUCTION ACTIVITY. 4. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY AUTHORIZED TOWN OF MEAD PERSONNEL

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE TOWN ENGINEER, GEOTECHNICAL ENGINEER, AND ALL UTILITY OWNERS. AT LEAST 48 HOURS PRIOR TO START OF ANY CONSTRUCTION. PRIOR TO BACKALLING. AND AS REQUIRED BY JURISDICTIONAL AUTHORITY AND/OR PROJECT SPECIFICATIONS. THE CONTRACTOR SHALL CONTINUE WITH NOTIFICATIONS THROUGHOUT THE PROJECT AS REQUIRED BY THE STANDARDS AND SPECIFICATIONS.

6. THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS AT AND ADJACENT TO THE JOB SITE; INCLUDING SAFETY OF PERSONS AND PROPERTY DURING THE PERFORMANCE OF WORK. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE TOWN CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES IN, ON, OR NEAR THE CONSTRUCTION SITE.

7. THE CONTRACTOR SHALL PREPARE A TRAFFIC CONTROL PLAN FOR TOWN APPROVAL BY THE TOWN OF MEAD PRIOR TO CONSTRUCTION AND PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FENCING, FLAGMEN OR OTHER DEVICES NECESSARY TO PROVIDE FOR PUBLIC SAFETY. THE CONTRACTOR AGREES TO COMPLY WITH THE PROVISIONS OF THE TRAFFIC CONTROL PLAN AND THE LATEST EDITION OF THE -MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES PART VI, FOR CONSTRUCTION SIGNAGE AND TRAFFIC CONTROL. ALL TEMPORARY AND PERMANENT TRAFFIC SIGNS SHALL COMPLY TO THE MUTCD WITH REGARD TO SIGN SHAPE, COLOR, SIZE, LETTERING, ETC. UNLESS OTHERWISE SPECIFIED. IF APPLICABLE, PART NUMBERS ON SIGNAGE DETAILS REFER TO MUTCD SIGN NUMBERS.

8. THE TYPE, SIZE, LOCATION, AND NUMBER OF ALL KNOWN UNDERGROUND UTILITIES ARE APPROXIMATE AS SHOWN ON THE DRAWINGS BASED ON INFORMATION BY OTHERS. NOT ALL UTILITIES ARE SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE, SIZE, TYPE, AND LOCATION OF ALL UNDERGROUND UTILITIES WHETHER SHOWN OR NOT ALONG THE ROUTE OF THE WORK. LOCATION OF EXISTING UTILITIES SHALL BE VERIFIED BY CONTRACTOR PRIOR TO DATE OF CONSTRUCTION. IT IS THE CONTRACTORS RESPONSIBILITY TO FIELD VERIFY SIZE AND HORIZONTAL AND VERTICAL LOCATIONS OF EXISTING FACILITIES PRIOR TO CONSTRUCTION AND NOTIFY THE TOWN OF ANY DISCREPANCIES. THE ENGINEER AND/OR OWNER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS SHOWN ON PLANS. THE CONTRACTOR SHALL BE FULLY AND SOLELY RESPONSIBLE FOR ANY AND ALL DAMAGES AND COSTS WHICH MIGHT OCCUR BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES. THE CONTRACTOR SHALL NOTIFY ALL PUBLIC AND PRIVATE UTILITY COMPANIES AND DETERMINE THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO PROCEEDING WITH GRADING AND CONSTRUCTION. ALL WORK PERFORMED IN THE AREA OF UTILITIES SHALL BE PERFORMED AND INSPECTED ACCORDING TO THE REQUIREMENTS OF THE UTILITY OWNER. LIKEWISE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND MAPPING ANY EXISTING UTILITY (INCLUDING DEPTH) WHICH MAY CONFLICT WITH THE PROPOSED CONSTRUCTION, AND FOR RELOCATING ENCOUNTERED UTILITIES AS DIRECTED BY THE ENGINEER. CONTRACTOR SHALL CONTACT AND RECEIVE APPROVAL FROM TOWN ENGINEER AND THE UTILITY OWNER BEFORE RELOCATING ANY ENCOUNTERED UTILITIES. CONTRACTOR RESPONSIBLE FOR SERVICE CONNECTIONS, AND RELOCATING AND RECONNECTING AFFECTED UTILITIES AS COORDINATED WITH UTILITY OWNER AND/OR ENGINEER, INCLUDING NON-MUNICIPAL UTILITIES (TELEPHONE, GAS, CABLE, ETC., WHICH SHALL BE COORDINATED WITH THE UTILITY OWNER). THE CONTRACTOR SHALL IMMEDIATELY CONTACT THE TOWN ENGINEER UPON DISCOVERY OF A UTILITY DISCREPANCY OR CONFLICT. AT LEAST 48 HOURS PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE UTILITY NOTIFICATION CENTER OF COLORADO (1-800-922-1987, WWW.UNCC.ORG).

9. ALL TRENCHES SHALL BE ADEQUATELY SUPPORTED AND THE SAFETY OF WORKERS PROVIDED FOR AS REQUIRED BY THE MOST RECENT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) "SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION." THESE REGULATIONS ARE DESCRIBED IN SUBPART P. PART 1926 OF THE CODE OF FEDERAL REGULATIONS. SHEETING AND SHORING SHALL BE UTILIZED WHERE NECESSARY TO PREVENT ANY EXCESSIVE WIDENING OR SLOUGHING OF THE TRENCH WHICH MAY BE DETRIMENTAL TO HUMAN SAFETY. TO THE PIPE BEING PLACED. TO TREES, OR TO ANY EXISTING STRUCTURE WHERE EXCAVATIONS ARE MADE UNDER SEVERE WATER CONDITIONS. THE CONTRACTOR MAY BE REQUIRED TO USE AN APPROVED PILING INSTEAD OF SHEETING AND SHORING.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ANY GROUNDWATER ENCOUNTERED DURING THE CONSTRUCTION OF ANY PORTION OF THIS PROJECT. GROUNDWATER SHALL BE PUMPED, PIPED, REMOVED AND DISPOSED OF IN A MANNER WHICH DOES NOT CAUSE FLOODING OF EXISTING STREETS NOR EROSION ON ABUTTING PROPERTIES IN ORDER TO CONSTRUCT THE IMPROVEMENTS SHOWN ON THESE PLANS. GROUNDWATER TO BE PUMPED SHALL BE TESTED. PERMITTED. AND PUMPED PER THE STATE OF COLORADO AND LOCAL GROUNDWATER DISCHARGING PERMIT REQUIREMENTS.

11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING NEARBY PUBLIC STREETS OF MUD OR DEBRIS DUE TO CONSTRUCTION ACTIVITY INITIATED BY SAID CONTRACTOR ON A DAILY BASIS OR AS OTHERWISE DIRECTED BY AUTHORIZED TOWN PERSONNEL

12. ALL SURPLUS MATERIALS, TOOLS, AND TEMPORARY STRUCTURES, FURNISHED BY THE CONTRACTOR, SHALL BE REMOVED FROM THE PROJECT SITE BY THE CONTRACTOR, ALL DEBRIS AND RUBBISH CAUSED BY THE OPERATIONS OF THE CONTRACTOR SHALL BE REMOVED. AND THE AREA OCCUPIED DURING CONSTRUCTION ACTIVITIES SHALL BE RESTORED TO ITS ORIGINAL CONDITION OR BETTER, WITHIN 48 HOURS OF PROJECT COMPLETION.

13. PRIOR TO THE BEGINNING OF WORK, A PRECONSTRUCTION CONFERENCE SHALL BE HELD BETWEEN THE TOWN, THE RESPONSIBLE PARTY WHO IS SCHEDULED TO PERFORM THE WORK, THE DESIGNATED ON-SITE FIELD REPRESENTATIVE, THE CONSULTING ENGINEER OR LANDSCAPE PROFESSIONAL AND ANY OTHER ENTITIES INVOLVED IN THE CONSTRUCTION.

14. THE CONTRACTOR IS REQUIRED TO PROVIDE AND MAINTAIN EROSION AND SEDIMENT CONTROL MEASURES IN ACCORDANCE WITH THE TOWN OF MEAD STANDARDS AND SPECIFICATION, THE STATE OF COLORADO, URBAN DRAINAGE AND FLOOD CONTROL DISTRICT "URBAN STORM DRAINAGE CRITERIA MANUAL VOLUME r, THE M-STANDARD PLANS OF THE COLORADO DEPARTMENT OF TRANSPORTATION, AND THE APPROVED EROSION CONTROL PLAN. THE TOWN OF MEAD MAY REQUIRE THE CONTRACTOR TO PROVIDE ADDITIONAL EROSION CONTROL MEASURES AT THE CONTRACTOR'S EXPENSE DUE TO UNFORESEEN EROSION PROBLEMS OR IF THE PLANS DO NOT FUNCTION AS INTENDED. THE CONTRACTOR IS RESPONSIBLE FOR PROHIBITING SILT AND DEBRIS LADEN RUNOFF FROM LEAVING THE SITE, AND FOR KEEPING ALL PUBLIC AREAS FREE OF MUD AND DEBRIS. THE CONTRACTOR IS RESPONSIBLE FOR RE-ESTABLISHING FINAL GRADES AND FOR REMOVING ACCUMULATED SEDIMENTATION FROM ALL AREAS INCLUDING SWALES AND DETENTION/WATER QUALITY AREAS. CONTRACTOR SHALL REMOVE TEMPORARY EROSION CONTROL MEASURES AND REPAIR AREAS AS REQUIRED AFTER VEGETATION IS ESTABLISHED AND ACCEPTED BY THE TOWN OF MEAD.

15. DEVELOPMENT PHASING OF ANY PROJECT MUST BE SHOWN ON THE CONSTRUCTION PLANS, APPROVED BY THE TOWN ENGINEER AND MADE A PART OF THE APPLICATION PROCEDURE. NO PHASING SHALL BE PERMITTED UNLESS THIS REQUIREMENT HAS BEEN ADHERED TO.

16. NO WORK SHALL BEGIN UNTIL THE INSTALLING RESPONSIBLE PARTY IS IN POSSESSION OF AN APPROVED SET OF PLANS AND THE TOWN OF MEAD STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC AND PRIVATE IMPROVEMENTS, AND ALL NECESSARY PERMITS FOR THE IMPROVEMENTS HAS BEEN ISSUED BY THE TOWN. TOWN ENGINEERING'S APPROVAL SHALL BE FOR GENERAL CONFORMITY TO THE UTILITY SPECIFICATIONS AND SHALL NOT CONSTITUTE BLANKET APPROVAL OF ALL DIMENSIONS, QUANTITIES AND DETAILS OF THE MATERIAL OR EQUIPMENT SHOWN. NOR SHALL SUCH APPROVAL RELIEVE THE RESPONSIBLE PARTY, CONSULTING ENGINEER, OR LANDSCAPE ARCHITECT OF THEIR RESPONSIBILITY FOR ERRORS CONTAINED IN THE DRAWINGS.

#### TOWN OF MEAD GENERAL NOTES FOR CONSTRUCTION PLANS (CONTINUED)

17. THE RESPONSIBLE PARTY SHALL FURNISH REASONABLE AID AND ASSISTANCE REQUIRED BY THE TOWN ENGINEER FOR THE PROPER EXAMINATION OF THE MATERIALS AND WORK. WORK SHALL BE PERFORMED IN ACCORDANCE WIN ACCEPTED WORKMANSHIP PRACTICES AND THE TOWN OF MEAD STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC AND PRIVATE IMPROVEMENTS. ANY WORK NOT ACCEPTED BY THE TOWN ENGINEER SHALL BE REDONE UNTIL COMPLIANCE WITH THESE STANDARDS IS ACHIEVED. INSTRUCTIONS GIVEN BY THE TOWN ENGINEER RELATING TO QUALITY OF MATERIALS AND WORKMANSHIP MUST BE OBEYED AT ONCE BY THE RESPONSIBLE PARTY. THE TOWN SHALL NOT SUPERVISE SET OUT WORK, OR GIVE LINE AND GRADE STAKES.

18. THE MATERIALS USED IN PROJECTS SHALL BE NEW AND SUBJECT TO THE INSPECTION AND APPROVAL OF THE INSPECTOR AT ALL TIMES. THE INSPECTOR HAS THE RIGHT TO PERFORM ANY TESTING DEEMED NECESSARY TO ENSURE COMPLIANCE OF THE MATERIAL WITH THESE STANDARDS. NO MATERIAL SHALL BE USED BEFORE BEING INSPECTED AND APPROVED BY THE INSPECTOR. FAILURE OR NEGLECT ON THE PART OF THE INSPECTOR TO CONDEMN OR REJECT INFERIOR MATERIALS OR WORK SHALL NOT BE CONSTRUED TO IMPLY THEIR ACCEPTANCE SHOULD THEIR INFERIORITY BECOME EVIDENT AT ANY TIME PRIOR TO FINAL ACCEPTANCE OF THE WORK. INSPECTORS HAVE THE AUTHORITY TO REJECT DEFECTIVE OR INFERIOR MATERIALS AND/OR DEFECTIVE WORKMANSHIP AND TO SUSPEND WORK UNTIL SUCH TIME AS THE RESPONSIBLE PARTY SHALL CORRECT THE DISCREPANCIES IN QUESTION.

19. WHENEVER DEFECTIVE MATERIALS AND WORK ARE REJECTED, THE RESPONSIBLE PARTY SHALL PROMPTLY REMOVE SUCH DEFECTIVE MATERIALS AND CONSTRUCTION FROM THE JOB SITE AND REPLACE ALL DEFECTIVE PORTIONS TO THE SATISFACTION OF THE TOWN ENGINEER. IN THE EVENT THE RESPONSIBLE PARTY FAILS TO REMOVE REJECTED ITEMS FROM THE JOB SITE WITHIN A REASONABLE LENGTH OF TIME, THE TOWN ENGINEER MAY ARRANGE FOR SUCH REMOVAL AT THE EXPENSE OF THE RESPONSIBLE PARTY.

20. INSPECTION SHALL NOT RELIEVE THE RESPONSIBLE PARTY FROM ANY OBLIGATION TO PERFORM THE WORK STRICTLY IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS OR ANY MODIFICATIONS THEREOF. WORK NOT SO CONSTRUCTED SHALL BE REMOVED AND CORRECTED BY THE RESPONSIBLE PARTY AT HIS SOLE EXPENSE, WHENEVER SO ORDERED BY THE TOWN ENGINEER, WITHOUT REFERENCE TO ANY PREVIOUS ERROR OR OVERSIGHT IN INSPECTION.

21. EXCEPT IN CASES OF EMERGENCY, MAINTENANCE, OR PROTECTION OF WORK ALREADY COMPLETED, NO WORK SHALL BE ALLOWED BETWEEN THE HOURS OF 7 P.M. AND 7 A.M.; NOR ON SATURDAY, SUNDAY, OR LEGAL HOLIDAYS UNLESS APPROVED BY THE TOWN ENGINEER IN EACH CASE. WHEN ANY INSPECTOR IS REQUIRED TO WORK OUTSIDE THE HOURS OF 7 A.M. TO 4 P.M. ON REGULAR TOWN BUSINESS DAYS, OVERTIME SHALL BE CHARGED TO THE RESPONSIBLE PARTY. HOWEVER, SUCH INSPECTORS SHALL REMAIN EMPLOYEES OF THE TOWN FOR ALL PURPOSES. REQUESTS FOR OVERTIME SHALL BE MADE TO THE TOWN ENGINEER AT LEAST 48 HOURS IN ADVANCE. PAYMENT FOR SUCH OVERTIME WORK SHALL BE MADE TO THE TOWN PRIOR TO FINAL ACCEPTANCE.

22. IN THE EVENT ONE OR MORE INSPECTORS REPRESENTING PRIVATE CONSULTING ENGINEERING FIRMS ARE ALSO INSPECTING A PROJECT ALONG WIN THE TOWN ENGINEER, THE INSTRUCTIONS GIVEN BY THE TOWN ENGINEER SHALL PREVAIL IN THE EVENT OF CONFLICTING INSTRUCTIONS.

23. ADA COMPLIANCE: THE CROSS-SLOPE OF ALL WALKS MUST NOT BE STEEPER THAN 48:1 (2.0%) PERPENDICULAR TO DIRECTION OF TRAVEL. RUNNING SLOPE OF ACCESSIBLE WALKS MUST BE NOT STEEPER THAN 1:20 (5.0%) IN DIRECTION OF TRAVEL. MAXIMUM GRADE OF ACCESSIBLE CURB RAMPS AND RAMPS IS 1:12 (8.3%). CURB RAMPS SHALL PROVIDE A LANDING AT THE TOP AND RAMP RUNS PROVIDE LANDINGS AT THE BOTTOM AND TOP OF EACH RAMP RUN AT A SLOPE NOT TO EXCEED 1:48. RAMPS RISE EXCEEDING SIX INCHES SHALL INCLUDE HANDRAILS. RAMP RUNS WITH A RISE GREATER THAN 6 INCHES (150 MM) SHALL HAVE HANDRAILS COMPLYING WITH SECTION 505. ACCESSIBLE PARKING SPACES AND ACCESS AISLES SHALL NOT EXCEED 1;48 IN ALL DIRECTIONS. CONTRACTOR SHALL NOTIFY ENGINEER PRIOR TO PLACEMENT OF FLATWORK OF SITE CONDITIONS OR DISCREPANCIES WHICH PREVENT TYPICAL REQUIRED GRADES FROM BEING ACHIEVED. ALL RAMPS, STAIRS, EDGE PROTECTION, AND RAILINGS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CURRENT ADA STANDARDS. ACCESSIBLE CURB RAMPS SHALL CONFORM TO THE CDOT M-STANDARDS.

24. PROTECT ALL TREES AND VEGETATION. PLACE CONSTRUCTION FENCING AT DRIP LINE OF TREES AND PLANTS NEAR THE WORK ZONE. DEEP WATER TREES WEEKLY. HAND EXCAVATION REQUIRED AT ROOT ZONES WHERE PROPOSED PAVING OR UTILITY WORK IS WITHIN DRIPUNE OF TREES. REPAIR OF ANY DAMAGE TO EXISTING IMPROVEMENTS OR LANDSCAPING IS THE RESPONSIBILITY OF THE

25. THE WORK SHALL BE SURVEYED AND STAKED UNDER THE SUPERVISION OF A LICENSED LAND SURVEYOR IN ACCORDANCE WITH THE APPROVED PLANS.

26. RIM AND GRATE ELEVATIONS SHOWN ON PLANS ARE APPROXIMATE ONLY AND ARE NOT TO BE TAKEN AS FINAL ELEVATIONS. THE CONTRACTOR SHALL ADJUST RIMS AND OTHER IMPROVEMENTS TO MATCH FINAL PAVEMENT AND FINISHED GRADE ELEVATIONS.

27. THE CONTRACTOR SHALL FURNISH THE ENGINEER OF RECORD A COMPLETE SET OF CONSTRUCTION RECORD DRAWINGS ("AS-BUILTS"), FOR THE CONSTRUCTED IMPROVEMENTS. THE PLANS SHALL SHOW SUFFICIENT DIMENSION TIES TO PERMANENT SURFACE FEATURES FOR ALL BURIED FACILITIES TO ALLOW FOR FUTURE LOCATING. THE PLANS SHALL SHOW FINAL PAVEMENT, FLOW LINE ELEVATIONS, CONTOURS AT POND/DRAINAGE FEATURES (AS SURVEYED AND CERTIFIED BY A COLORADO P.L.S.), MANHOLE, PIPE, AND INLET LOCATIONS, INVERTS, GRATE ELEVATIONS, SIZES OF ALL UTILITIES, AND ANY VARIATIONS FROM THE APPROVED PLAN. FINAL AS-BUILT PLANS PREPARED BY THE ENGINEER OF RECORD SHALL BE PROVIDED TO THE TOWN OF MEAD.

28. IF A FOUNDATION UNDERDRAIN SYSTEM IS INSTALLED IN THE PUBLIC RIGHT-OF-WAY, THE FOLLOWING STATEMENT SHALL BE INCLUDED IN THE DRAWINGS: o. THE FOUNDATION UNDERDRAIN SYSTEM IS THE RESPONSIBILITY OF THE OWNER/DEVELOPER OR ITS ASSIGNS. THE TOWN IS NOT RESPONSIBLE FOR THE MAINTENANCE OR REPAIR OF SAID SYSTEM.

#### LITTLE THOMPSON WATER DISTRICT GENERAL NOTES

1. ALL MATERIALS, WORKMANSHIP, AND CONSTRUCTION OF PUBLIC IMPROVEMENTS SHALL MEET OR EXCEED THE MOST RECENT STANDARDS AND SPECIFICATIONS FOR LITTLE THOMPSON WATER DISTRICT.

2. SUBMITTALS FOR ALL MATERIALS MUST BE PROVIDED FOR REVIEW AND APPROVAL BY LITTLE THOMPSON WATER DISTRICT PRIOR TO CONSTRUCTION.

3. ALL WORK SHALL BE INSPECTED AND APPROVED BY LITTLE THOMPSON WATER DISTRICT

4. ALL PVC PIPE SHALL BE C900 DR14.

5. ALL SERVICE LINES THAT CROSS STORM SEWER SHALL BE SLEEVED WITH 2-INCH HDPE DR9 PIPE.

6. ALL ROADWAY GRADING AND PREPARATION SHALL BE COMPLETED PRIOR TO THE INSTALLATION OF WATERLINES.

7. THE CONTRACTOR SHALL CONTACT LITTLE THOMPSON WATER DISTRICT TO SCHEDULE A PRECONSTRUCTION MEETING AT LEAST 72 HOURS' NOTICE IN ADVANCE OF CONSTRUCTION.

8. THE CONTRACTOR SHALL COORDINATE WITH LITTLE THOMPSON WATER DISTRICT FOR NECESSARY SYSTEM SHUTDOWNS. CONTRACTOR SHALL PROVIDE A MINIMUM OF 72-HOUR NOTICE PRIOR TO ANY ANTICIPATED SHUT DOWN.

9. THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO AT 811 AT LEAST 3 WORKING DAYS PRIOR TO BEGINNING EXCAVATION OR GRADING TO HAVE ALL REGISTERED UTILITY LOCATIONS MARKED. OTHER UNREGISTERED UTILITY ENTITIES (I.E. DITCH/IRRIGATION COMPANY) ARE TO BE LOCATED BY CONTACTING THE RESPECTIVE REPRESENTATIVE. IF A CONFLICT EXISTS WITH ANOTHER UTILITY AND A LITTLE THOMPSON WATER DISTRICT WATERLINE, THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER OF RECORD AND LITTLE THOMPSON WATER DISTRICT.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING AS-BUILT INFORMATION ON A SET OF RECORD DRAWINGS KEPT ON THE CONSTRUCTION SITE AND AVAILABLE TO LITTLE THOMPSON WATER DISTRICT AT ALL TIMES.

11. AFTER ACCEPTANCE BY LITTLE THOMPSON WATER DISTRICT, WATERLINE IMPROVEMENTS DEPICTED IN THESE PLANS SHALL BE GUARANTEED TO BE FREE FROM MATERIAL AND WORKMANSHIP DEFECTS FOR A PERIOD OF TWO YEARS FROM THE DATE OF

12. APPROVAL BY LITTLE THOMPSON WATER DISTRICT DOES NOT RELIEVE THE ENGINEER OF RECORD FROM THE RESPONSIBILITY FOR THE DESIGN OF THE WATERLINE FACILITIES.

#### **GRADING NOTES**

1. CONSTRUCTION SHALL ADHERE TO THE FOLLOWING SEQUENCE UNLESS OTHERWISE SPECIFIED BY THE TOWN ENGINEER: SANITARY SEWER INSTALLATION, WATER MAIN INSTALLATION, CURB AND GUTTER INSTALLATION, WATER SERVICE INSTALLATION.

2. COMPACTION OF ALL TRENCHES MUST BE ATTAINED AND COMPACTION TEST RESULTS SUBMITTED TO THE ENGINEER AND THE TOWN OF MEAD PRIOR TO FINAL ACCEPTANCE.

3. ALL WORK, INCLUDING CORRECTION WORK, SHALL BE INSPECTED BY A TOWN REPRESENTATIVE WHO SHALL HAVE THE AUTHORITY TO HALT CONSTRUCTION WHEN STANDARD CONSTRUCTION PRACTICES ARE NOT BEING ADHERED TO.

4. DEVELOPER AND BUILDER SHALL REGULARLY PATROL THE PUBLIC LANDS ADJACENT TO THE DEVELOPMENT TO REMOVE CONSTRUCTION DEBRIS AND KEEP THE SITE CLEAN AND SAFE.

5. ALL SITE GRADING (EXCAVATION, EMBANKMENT, AND COMPACTION) SHALL CONFORM TO THE RECOMMENDATIONS OF THE LATEST SOILS INVESTIGATION FOR THIS PROPERTY AND SHALL FURTHER BE IN CONFORMANCE WITH THE TOWN OF MEAD STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC AND PRIVATE IMPROVEMENTS", LATEST EDITION. A CDPS GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES SHALL BE OBTAINED PRIOR TO ANY GRADING BEING PERFORMED ON SITES ONE (1) ACRE OR LARGER IN SIZE. THESE PERMITS CAN BE OBTAINED FROM THE STATE WATER QUALITY CONTROL DIVISION.

6. NATURAL VEGETATION SHALL BE RETAINED AND PROTECTED WHEREVER POSSIBLE. EXPOSURE OF SOIL TO EROSION BY REMOVAL OR DISTURBANCE OF VEGETATION SHALL BE LIMITED TO THE AREA REQUIRED FOR IMMEDIATE CONSTRUCTION OPERATION AND FOR THE SHORTEST PRACTICAL PERIOD OF TIME.

7. TOPSOIL SHALL BE STOCKPILED TO THE EXTENT PRACTICABLE ON THE SITE FOR USE ON AREAS TO BE REVEGETATED. ANY AND ALL STOCKPILES SHALL BE LOCATED AND PROPER MEASURES TAKEN TO CONTROL EROSION AND SEDIMENT MOVEMENT.

8. AT ALL TIMES, THE PROPERTY SHALL BE MAINTAINED AND/OR WATERED TO PREVENT WIND-CAUSED EROSION. EARTHWORK OPERATIONS SHALL BE DISCONTINUED WHEN DUST SIGNIFICANTLY IMPACTS ADJACENT PROPERTY. IF EARTHWORK IS COMPLETE OR DISCONTINUED AND DUST FROM THE SITE CONTINUES TO CREATE PROBLEMS, THE OWNER/DEVELOPER SHALL IMMEDIATELY INSTITUTE MITIGATIVE MEASURES AND SHALL CORRECT DAMAGE TO ADJACENT PROPERTY.

9. PERMANENT SLOPES SHALL NOT EXCEED 4:1 (H:V) IN AREAS TO BE SEEDED OR SODDED. RETAINING WALLS SHALL BE REVIEWED AND APPROVED BY SEPARATE APPLICATION TO THE TOWN OF MEAD.

10. THIS EROSION AND SEDIMENT CONTROL PLAN HAS BEEN SUBMITTED TO THE TOWN OF MEAD AND IS IN GENERAL CONFORMANCE WITH THE TOWNS EROSION CONTROL STANDARDS ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURE MAY BE REQUIRED OF THE OWNER AND HIS OR HER AGENTS DUE TO UNFORESEEN EROSION PROBLEM OR IF THE PROPOSED EROSION CONTROL MEASURES DO NOT FUNCTION AS INTENDED. THE REQUIREMENTS OF THIS EROSION CONTROL PLAN AND THE OBLIGATION OF THE LANDOWNER SHALL RUN WITH THE LAND UNTIL SUCH TIME AS THE EROSION CONTROL PLAN IS PROPERLY COMPLETED, OFFICIALLY MODIFIED, OR VOIDED.

#### STREET NOTES

1. AFTER ANY OVERLAY OF AN EXISTING ROADWAY, WHERE TOWN UTILITIES ARE PRESENT, THE DEVELOPER SHALL OPEN ALL MANHOLES AND VALVE BOXES FOLLOWING THE PAVING OPERATION TO ENSURE THAT MANHOLE AND VALVES WERE NOT PAVED OVER NOR FILLED WITH ASPHALT.

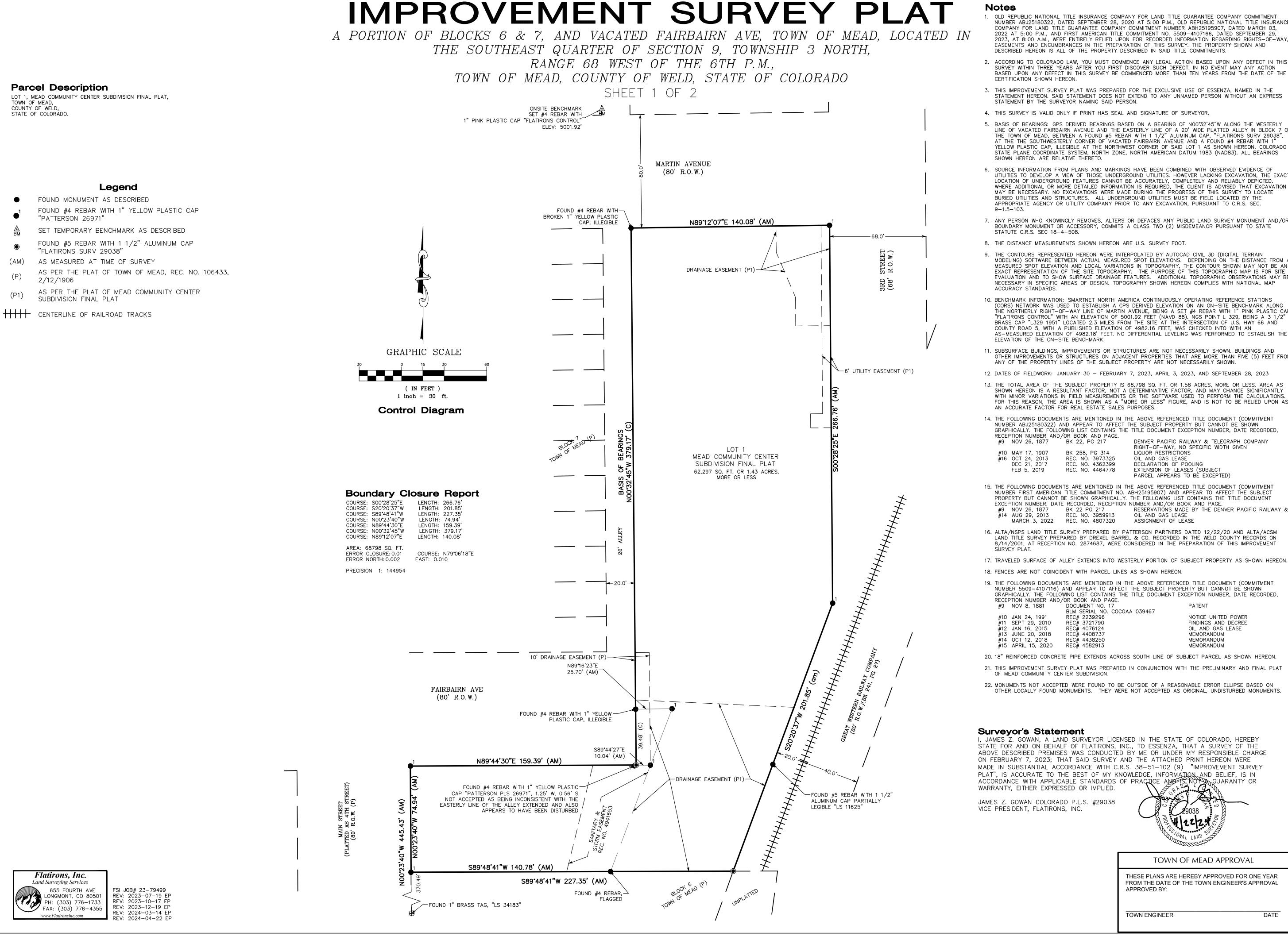
2. WHEN AN EXISTING ASPHALT STREET IS CUT, THE STREET MUST BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN ITS ORIGINAL CONDITION. THE EXISTING STREET CONDITION SHALL BE DOCUMENTED BY THE TOWN OF MEAD'S INSPECTOR BEFORE ANY CUTS ARE MADE. PATCHING SHALL BE DONE IN CONFORMANCE WITH THE TOWN OF MEAD STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC AND PRIVATE IMPROVEMENTS. THE FINISHED PATCH SHALL BLEND SMOOTHLY INTO THE EXISTING SURFACE. ALL LARGE PATCHES SHALL BE PAVED WITH AN ASPHALT LAY-DOWN MACHINE. IN STREETS WHERE MORE THAN ONE CUT IS MADE, AN OVERLAY OF THE ENTIRE STREET WIDTH. INCLUDING THE PATCHED AREAS, MAY BE REQUIRED. THE DETERMINATION OF NEED FOR A COMPLETE OVERLAY SHALL BE MADE BY THE TOWN ENGINEER.

3. FINAL LIMITS OF REQUIRED ASPHALT SAWCUTTING AND PATCHING MAY VARY FROM LIMITS SHOWN ON PLANS. CONTRACTOR TO PROVIDE SAWCUT AND PATCH WORK TO ACHIEVE POSITIVE DRAINAGE AND A SMOOTH TRANSITION TO EXISTING ASPHALT WITHIN SLOPES ACCEPTABLE TO THE ENGINEER AND WITHIN MUNICIPAL STANDARDS. CONTRACTOR SHALL PROVIDE ADDITIONAL SAWCUTTING AND PATCHING AT UTILITY WORK, CONNECTION POINTS TO EXISTING PAVEMENT AND FEATURES, ETC. THAT MAY NOT BE DEUNEATED ON PLANS.

4. PAVING SHALL NOT START UNTIL A GEOTECHNICAL REPORT AND PAVEMENT DESIGN HAVE BEEN APPROVED BY THE TOWN OF MEAD'S THE TOWN ENGINEER DIVISION AND SUBGRADE COMPACTION TEST AND PROOF ROLL HAVE BEEN PERFORMED AND THE RESULTS HAVE MET WITH THE APPROVAL OF THE TOWN OF MEAD. THE PAVEMENT DESIGN REPORT MUST BE SUBMITTED THREE (3) WEEKS PRIOR TO THE ANTICIPATED DATE OF PAVING.

5. ALL DAMAGED EXISTING CURB. GUTTER, AND SIDEWALK SHALL BE REPAIRED PRIOR TO ACCEPTANCE OF COMPLETED IMPROVEMENTS.

6. ALL CURB RETURNS WITHIN PUBLIC RIGHT-OF-WAY SHALL BE CONSTRUCTED WITH SIDEWALK RAMPS IN ACCORDANCE WITH THE TOWN OF MEAD STANDARDS AND SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF PUBLIC AND PRIVATE IMPROVEMENTS. ALL SIDEWALK RAMPS SHALL INCLUDE A TRUNCATED DOME DETECTABLE WARNING PATTERN AS SHOWN ON THE DETAIL SHEETS.



- 1. OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY FOR LAND TITLE GUARANTEE COMPANY COMMITMENT NUMBER ABJ25180322, DATED SEPTEMBER 28, 2020 AT 5:00 P.M., OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY FOR LAND TITLE GUARANTEE COMPANY COMMITMENT NUMBER ABH25195907, DATED MARCH 03, 2022 AT 5:00 P.M., AND FIRST AMERICAN TITLE COMMITMENT NO. 5509-4107166, DATED SEPTEMBER 29, 2023, AT 8:00 A.M., WERE ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY. THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE COMMITMENTS.
- 2. ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION
- 3. THIS IMPROVEMENT SURVEY PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF ESSENZA, NAMED IN THE STATEMENT HEREON. SAID STATEMENT DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS STATEMENT BY THE SURVEYOR NAMING SAID PERSON.
- 4. THIS SURVEY IS VALID ONLY IF PRINT HAS SEAL AND SIGNATURE OF SURVEYOR.
- 5. BASIS OF BEARINGS: GPS DERIVED BEARINGS BASED ON A BEARING OF NO0°32'45"W ALONG THE WESTERLY LINE OF VACATED FAIRBAIRN AVENUE AND THE EASTERLY LINE OF A 20' WIDE PLATTED ALLEY IN BLOCK 7 ( THE TOWN OF MEAD, BETWEEN A FOUND #5 REBAR WITH 1 1/2" ALUMINUM CAP, "FLATIRONS SURV 29038", AT THE THE SOUTHWESTERLY CORNER OF VACATED FAIRBAIRN AVENUE AND A FOUND #4 REBAR WITH 1" YELLOW PLASTIC CAP, ILLEGIBLE AT THE NORTHWEST CORNER OF SAID LOT 1 AS SHOWN HEREON. COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983 (NAD83). ALL BEARINGS SHOWN HEREON ARE RELATIVE THERETO.
- 6. SOURCE INFORMATION FROM PLANS AND MARKINGS HAVE BEEN COMBINED WITH OBSERVED EVIDENCE OF UTILITIES TO DEVELOP A VIEW OF THOSE UNDERGROUND UTILITIES. HOWEVER LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES AND STRUCTURES. ALL UNDERGROUND UTILITIES MUST BE FIELD LOCATED BY THE APPROPRIATE AGENCY OR UTILITY COMPANY PRIOR TO ANY EXCAVATION, PURSUANT TO C.R.S. SEC.
- 7. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT AND/OR BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE C.R.S. SEC 18-4-508.
- 8. THE DISTANCE MEASUREMENTS SHOWN HEREON ARE U.S. SURVEY FOOT.
- 9. THE CONTOURS REPRESENTED HEREON WERE INTERPOLATED BY AUTOCAD CIVIL 3D (DIGITAL TERRAIN MODELING) SOFTWARE BETWEEN ACTUAL MEASURED SPOT ELEVATIONS. DEPENDING ON THE DISTANCE FROM A MEASURED SPOT ELEVATION AND LOCAL VARIATIONS IN TOPOGRAPHY, THE CONTOUR SHOWN MAY NOT BE AN EXACT REPRESENTATION OF THE SITE TOPOGRAPHY. THE PURPOSE OF THIS TOPOGRAPHIC MAP IS FOR SITE EVALUATION AND TO SHOW SURFACE DRAINAGE FEATURES. ADDITIONAL TOPOGRAPHIC OBSERVATIONS MAY BE NECESSARY IN SPECIFIC AREAS OF DESIGN. TOPOGRAPHY SHOWN HEREON COMPLIES WITH NATIONAL MAP
- 10. BENCHMARK INFORMATION: SMARTNET NORTH AMERICA CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS) NETWORK WAS USED TO ESTABLISH A GPS DERIVED ELEVATION ON AN ON-SITE BENCHMARK ALONG THE NORTHERLY RIGHT—OF—WAY LINE OF MARTIN AVENUE, BEING A SET #4 REBAR WITH 1" PINK PLASTIC CAP "FLATIRONS CONTROL" WITH AN ELEVATION OF 5001.92 FEET (NAVD 88). NGS POINT L 329, BEING A 3 1/2 BRASS CAP "L329 1951" LOCATED 2.3 MILES FROM THE SITE AT THE INTERSECTION OF U.S. HWY 66 AND COUNTY ROAD 5, WITH A PUBLISHED ELEVATION OF 4982.16 FEET, WAS CHECKED INTO WITH AN AS-MEASURED ELEVATION OF 4982.18' FEET. NO DIFFERENTIAL LEVELING WAS PERFORMED TO ESTABLISH THE ELEVATION OF THE ON-SITE BENCHMARK.
- 11. SUBSURFACE BUILDINGS, IMPROVEMENTS OR STRUCTURES ARE NOT NECESSARILY SHOWN. BUILDINGS AND OTHER IMPROVEMENTS OR STRUCTURES ON ADJACENT PROPERTIES THAT ARE MORE THAN FIVE (5) FEET FROM ANY OF THE PROPERTY LINES OF THE SUBJECT PROPERTY ARE NOT NECESSARILY SHOWN.
- 12. DATES OF FIELDWORK: JANUARY 30 FEBRUARY 7, 2023, APRIL 3, 2023, AND SEPTEMBER 28, 2023
- 13. THE TOTAL AREA OF THE SUBJECT PROPERTY IS 68,798 SQ. FT. OR 1.58 ACRES, MORE OR LESS. AREA AS SHOWN HEREON IS A RESULTANT FACTOR, NOT A DETERMINATIVE FACTOR, AND MAY CHANGE SIGNIFICANTLY WITH MINOR VARIATIONS IN FIELD MEASUREMENTS OR THE SOFTWARE USED TO PERFORM THE CALCULATIONS. FOR THIS REASON, THE AREA IS SHOWN AS A "MORE OR LESS" FIGURE, AND IS NOT TO BE RELIED UPON AS AN ACCURATE FACTOR FOR REAL ESTATE SALES PURPOSES.
- 14. THE FOLLOWING DOCUMENTS ARE MENTIONED IN THE ABOVE REFERENCED TITLE DOCUMENT (COMMITMENT NUMBER ABJ25180322) AND APPEAR TO AFFECT THE SUBJECT PROPERTY BUT CANNOT BE SHOWN GRAPHICALLY, THE FOLLOWING LIST CONTAINS THE TITLE DOCUMENT EXCEPTION NUMBER, DATE RECORDED. RECEPTION NUMBER AND/OR BOOK AND PAGE. DENVER PACIFIC RAILWAY & TELEGRAPH COMPANY

#9 NOV 26, 1877 BK 22, PG 217 RIGHT-OF-WAY, NO SPECIFIC WIDTH GIVEN #10 MAY 17, 1907 BK 258, PG 314 #16 OCT 24, 2013 REC. NO. 3973325 DEC 21, 2017 REC. NO. 4362399 REC. NO. 4464778

LIQUOR RESTRICTIONS OIL AND GAS LEASE DECLARATION OF POOLING EXTENSION OF LEASES (SUBJECT PARCEL APPEARS TO BE EXCEPTED)

- 15. THE FOLLOWING DOCUMENTS ARE MENTIONED IN THE ABOVE REFERENCED TITLE DOCUMENT (COMMITMENT NUMBER FIRST AMERICAN TITLE COMMITMENT NO. ABH25195907) AND APPEAR TO AFFECT THE SUBJECT PROPERTY BUT CANNOT BE SHOWN GRAPHICALLY. THE FOLLOWING LIST CONTAINS THE TITLE DOCUMENT EXCEPTION NUMBER, DATE RECORDED, RECEPTION NUMBER AND/OR BOOK AND PAGE. RESERVATIONS MADE BY THE DENVER PACIFIC RAILWAY & #9 NOV 26, 1877 BK 22 PG 217 REC. NO. 3959913 OIL AND GAS LEASE MARCH 3, 2022 REC. NO. 4807320 ASSIGNMENT OF LEASE
- 16. ALTA/NSPS LAND TITLE SURVEY PREPARED BY PATTERSON PARTNERS DATED 12/22/20 AND ALTA/ACSM LAND TITLE SURVEY PREPARED BY DREXEL BARREL & CO. RECORDED IN THE WELD COUNTY RECORDS ON 8/14/2001, AT RECEPTION NO. 2874687, WERE CONSIDERED IN THE PREPARATION OF THIS IMPROVEMENT
- 17. TRAVELED SURFACE OF ALLEY EXTENDS INTO WESTERLY PORTION OF SUBJECT PROPERTY AS SHOWN HEREON.
- 18. FENCES ARE NOT COINCIDENT WITH PARCEL LINES AS SHOWN HEREON.
- 19. THE FOLLOWING DOCUMENTS ARE MENTIONED IN THE ABOVE REFERENCED TITLE DOCUMENT (COMMITMENT NUMBER 5509-4107116) AND APPEAR TO AFFECT THE SUBJECT PROPERTY BUT CANNOT BE SHOWN GRAPHICALLY. THE FOLLOWING LIST CONTAINS THE TITLE DOCUMENT EXCEPTION NUMBER, DATE RECORDED, RECEPTION NUMBER AND/OR BOOK AND PAGE. DOCUMENT NO. 17 #9 NOV 8, 1881

BLM SERIAL NO. COCOAA 039467 REC# 2239296

#11 SEPT 29, 2010 REC# 3721790 #12 JAN 16, 2015 REC# 4076124 #13 JUNE 20, 2018 REC# 4408737 #14 OCT 12, 2018 REC# 4438250 #15 APRIL 15, 2020

NOTICE UNITED POWER FINDINGS AND DECREE OIL AND GAS LEASE MEMORANDUM MEMORANDUM

- 21. THIS IMPROVEMENT SURVEY PLAT WAS PREPARED IN CONJUNCTION WITH THE PRELIMINARY AND FINAL PLAT
- OF MEAD COMMUNITY CENTER SUBDIVISION.
- 22. MONUMENTS NOT ACCEPTED WERE FOUND TO BE OUTSIDE OF A REASONABLE ERROR ELLIPSE BASED ON OTHER LOCALLY FOUND MONUMENTS. THEY WERE NOT ACCEPTED AS ORIGINAL, UNDISTURBED MONUMENTS.

#### Surveyor's Statement

I, JAMES Z. GOWAN, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., TO ESSENZA, THAT A SURVEY OF THE ABOVE DESCRIBED PREMISES WAS CONDUCTED BY ME OR UNDER MY RESPONSIBLE CHARGE ON FEBRUARY 7, 2023; THAT SAID SURVEY AND THE ATTACHED PRINT HEREON WERE MADE IN SUBSTANTIAL ACCORDANCE WITH C.R.S. 38-51-102 (9) "IMPROVEMENT SURVEY PLAT", IS ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND SOND TO GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

JAMES Z. GOWAN COLORADO P.L.S. #29038 VICE PRESIDENT, FLATIRONS, INC.

TOWN OF MEAD APPROVAL

THESE PLANS ARE HEREBY APPROVED FOR ONE YEAR FROM THE DATE OF THE TOWN ENGINEER'S APPROVAL APPROVED BY:

TOWN ENGINEER

685 S. ARTHUR AVE., UNIT 12 A & B LOUSIVILLE, CO 80027 P:303.952.5080 www.essenza-arch.com (C) ESSENZA ARCHITECTURE, LLC 2023





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JULY 20, 2023 REVISIONS: OCTOBER 17, 2023 JANUARY 10, 2024

MARCH 18, 2024

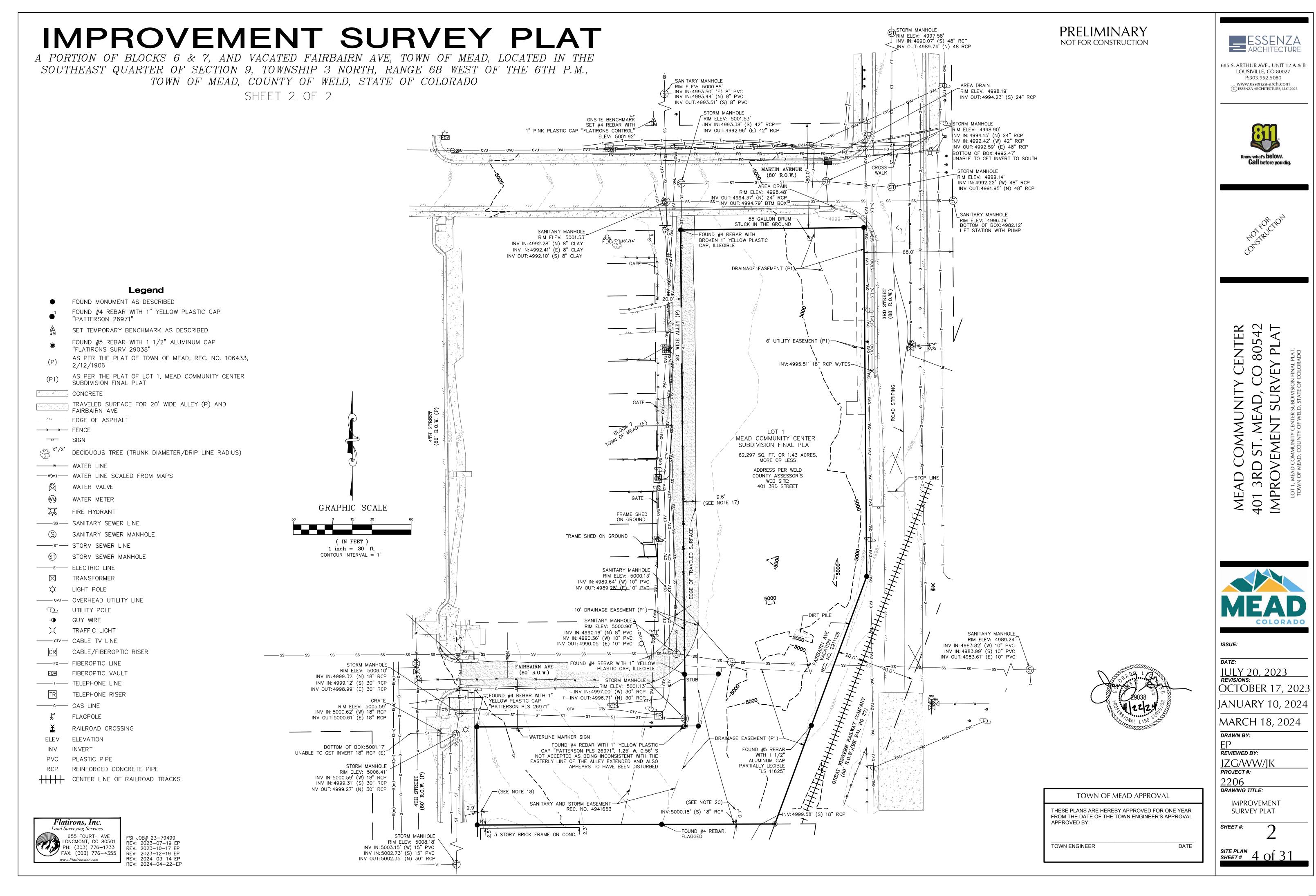
DRAWN BY:

**REVIEWED BY:** JZG/WW/Jk PROJECT #:

**DRAWING TITLE: IMPROVEMENT** 

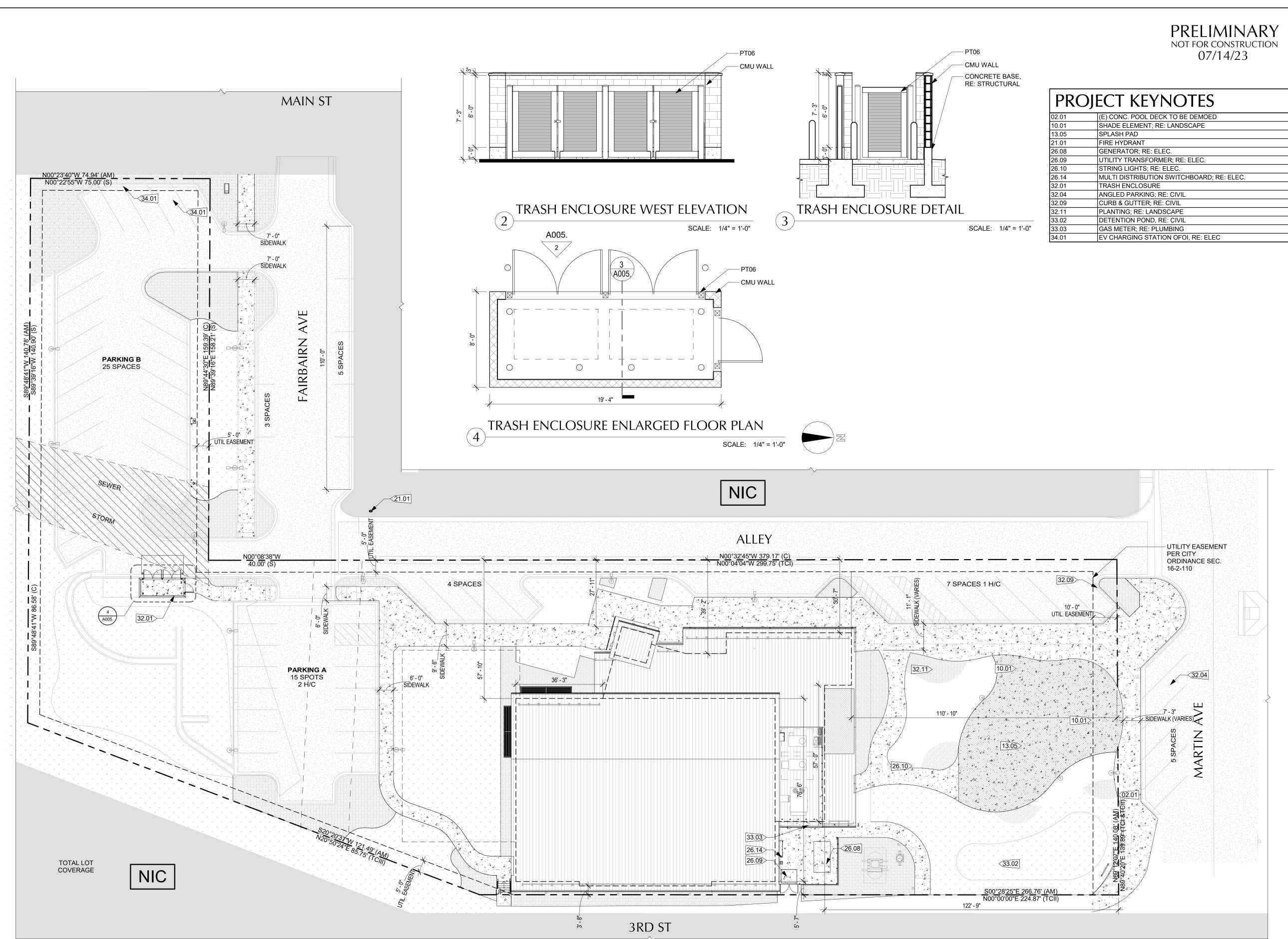
SURVEY PLAT SHEET #:

SHEET# 3 01 3 |



Section 9, Item e.

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MEAD COMMUNITY CENTER
401 3RD ST. MEAD, CO 80542
SITE PLAN

SITE PLAN



ISSUE:
SITE PLAN SUBMITTAL

DATE:
07/21/23

REVISIONS: 11/10/23

03/18/24

DRAWN BY:

MF

REVIEWED BY:

CP

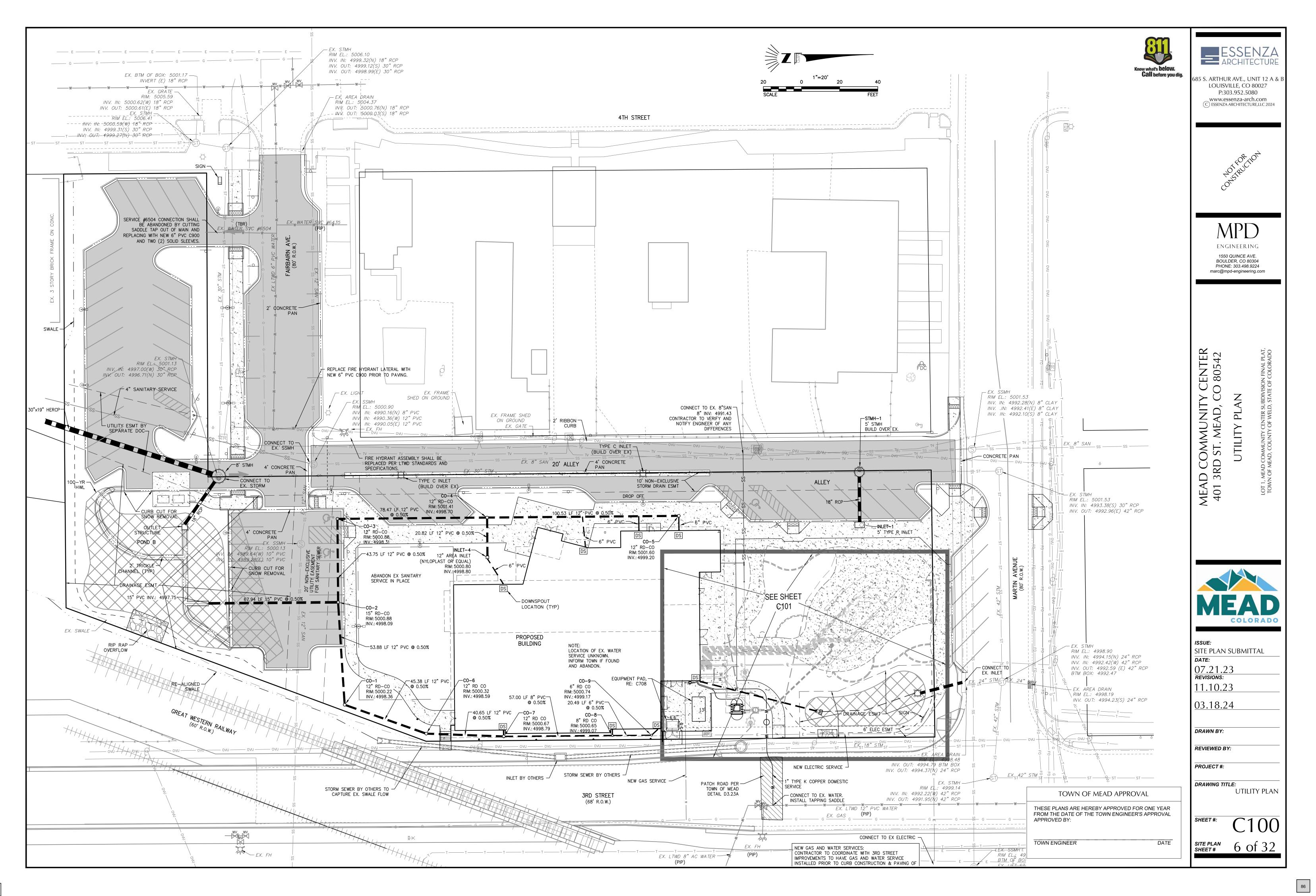
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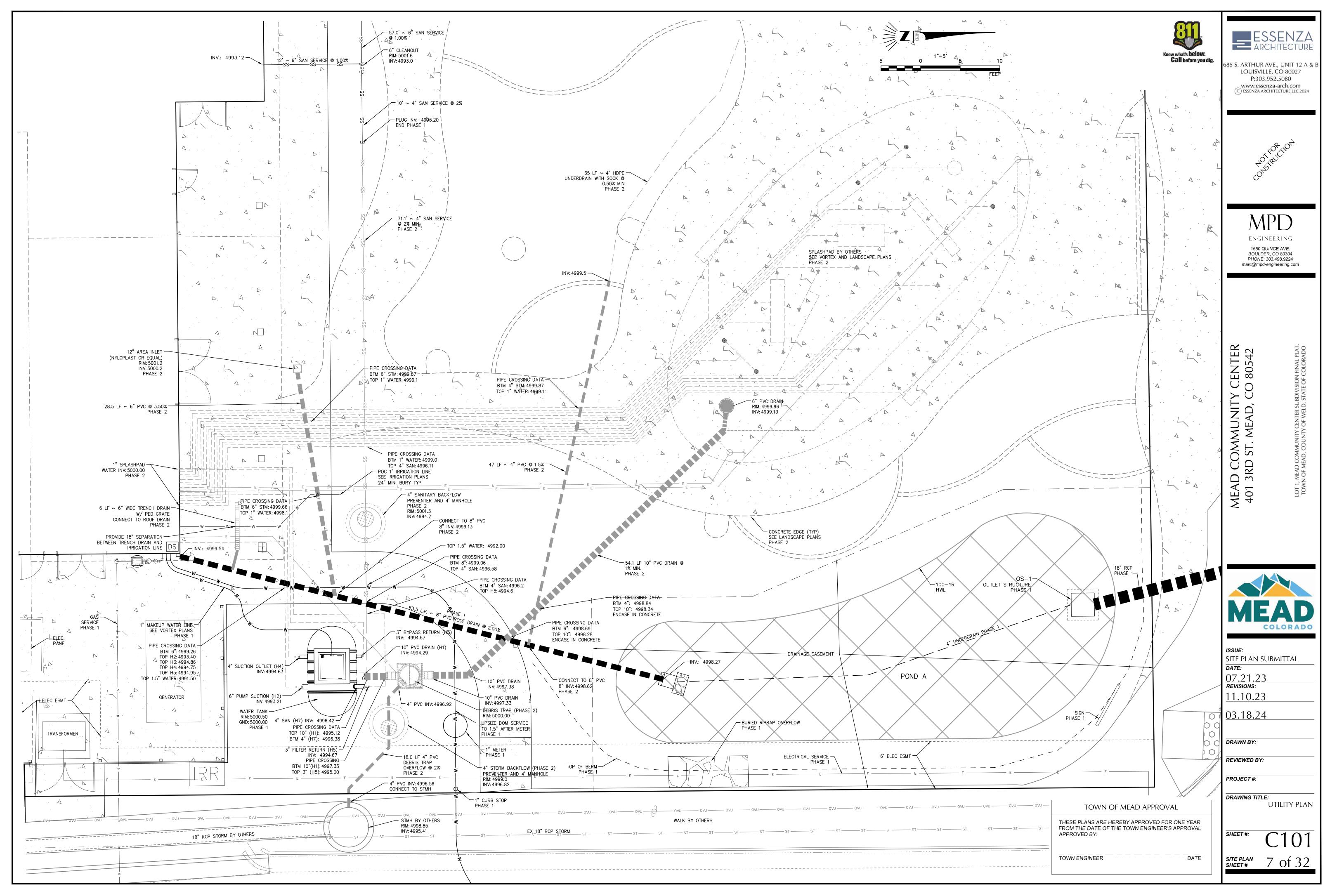
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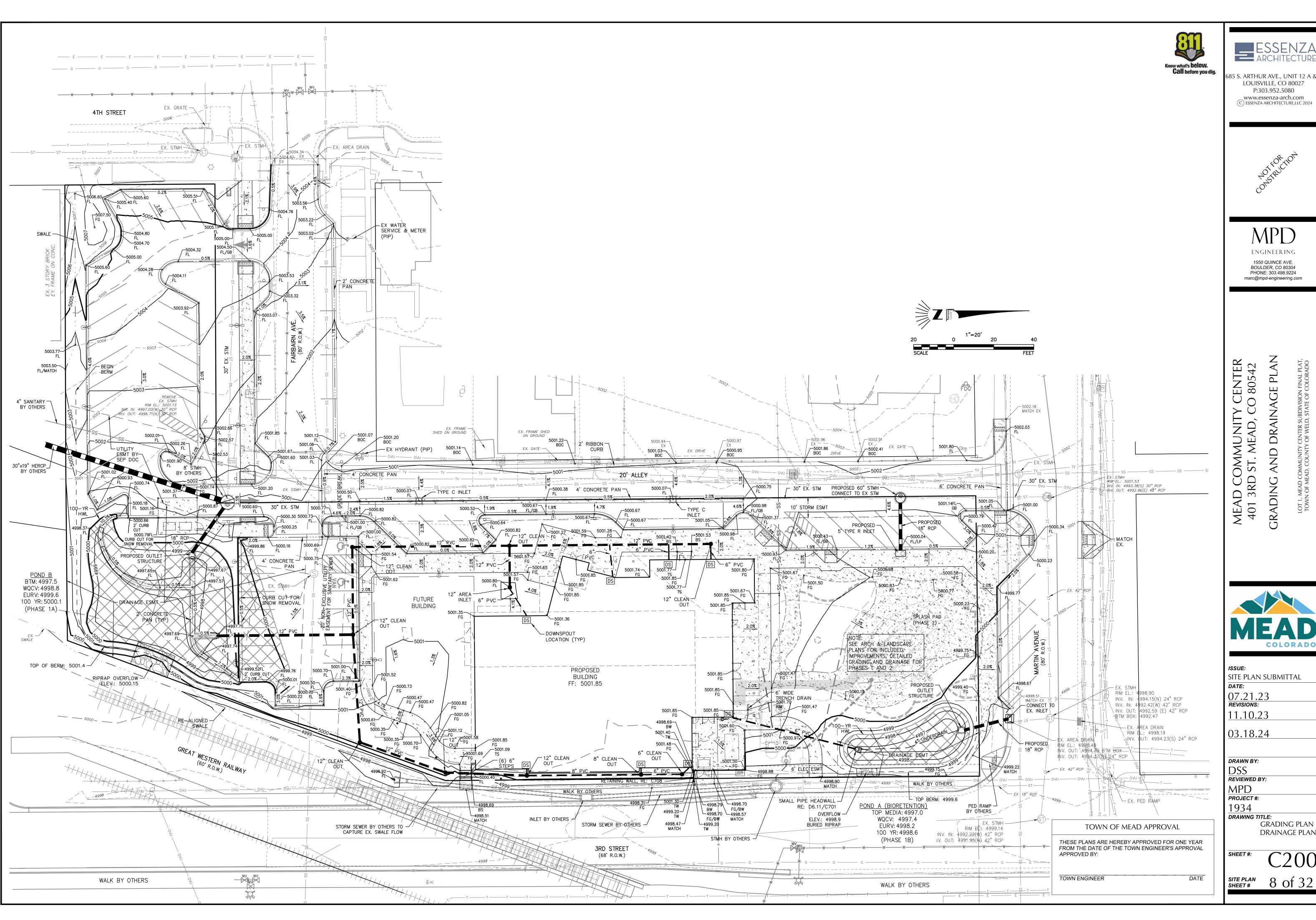
SITE PLAN

SITE PLAN SHEET # 5 of 32

SITE PLAN







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GRADING PLAN & DRAINAGE PLAN

#### **GENERAL NOTES**

- 1. THESE PLANS SHALL NOT BE UTILIZED FOR CONSTRUCTION OR PERMITTING UNLESS STATED FOR SUCH USE IN THE TITLE BLOCK.
- 2. DRAWINGS ARE INTENDED TO BE PRINTED ON 24 X 36 PAPER. PRINTING THESE DRAWINGS AT A DIFFERENT SIZE WILL IMPACT THE SCALE. VERIFY THE GRAPHIC SCALE BEFORE REFERENCING ANY MEASUREMENTS ON THESE SHEETS. THE RECIPIENT OF THESE DRAWINGS SHALL BE RESPONSIBLE FOR ANY ERRORS RESULTING FROM INCORRECT PRINTING, COPYING, OR ANY OTHER CHANGES THAT ALTER THE SCALE OF THE DRAWINGS.
- 3. VERIFY ALL PLAN DIMENSIONS PRIOR TO START OF CONSTRUCTION. NOTIFY THE OWNER'S REPRESENTATIVE TO ADDRESS ANY QUESTIONS OR CLARIFY ANY DISCREPANCIES.
- 4. THE CONTRACTOR SHALL PROVIDE A STAKED LAYOUT OF ALL SITE IMPROVEMENTS FOR INSPECTION BY THE OWNER'S REPRESENTATIVE AND MAKE MODIFICATIONS AS REQUIRED. ALL LAYOUT INFORMATION IS AVAILABLE IN DIGITAL FORMAT FOR USE BY THE CONTRACTOR.
- 5. CONTRACTOR SHALL CONFIRM THAT SITE CONDITIONS ARE SIMILAR TO THE PLANS, WITHIN TOLERANCES STATED IN THE CONTRACT DOCUMENTS, AND SATISFACTORY TO THE CONTRACTOR PRIOR TO START OF WORK. SHOULD SITE CONDITIONS BE DIFFERENT THAN REPRESENTED ON THE PLANS OR UNSATISFACTORY TO THE CONTRACTOR, THE CONTRACTOR SHALL CONTACT THE OWNER'S REPRESENTATIVE FOR CLARIFICATION AND FURTHER DIRECTION.
- 6. CONTRACTOR IS RESPONSIBLE TO PAY FOR, AND OBTAIN, ANY REQUIRED APPLICATIONS, PERMITTING, LICENSES, INSPECTIONS AND METERS ASSOCIATED WITH WORK.
- 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO ANY VIOLATIONS OR NON-CONFORMANCE WITH THE PLANS, SPECIFICATIONS, CONTRACT DOCUMENTS, JURISDICTIONAL CODES, AND REGULATORY AGENCIES.
- 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF ALL UTILITY LOCATES PRIOR TO ANY EXCAVATION. REFER TO ENGINEERING UTILITY PLANS FOR ALL PROPOSED UTILITY LOCATIONS AND DETAILS. NOTIFY OWNER'S REPRESENTATIVE IF EXISTING OR PROPOSED UTILITIES INTERFERE WITH THE ABILITY TO PERFORM WORK.
- 9. UNLESS IDENTIFIED ON THE PLANS FOR DEMOLITION OR REMOVAL, THE CONTRACTOR IS RESPONSIBLE FOR THE COST TO REPAIR UTILITIES, ADJACENT OR EXISTING LANDSCAPE, ADJACENT OR EXISTING PAVING, OR ANY PUBLIC AND PRIVATE PROPERTY THAT IS DAMAGED BY THE CONTRACTOR OR THEIR SUBCONTRACTOR'S OPERATIONS DURING INSTALLATION, ESTABLISHMENT OR DURING THE SPECIFIED MAINTENANCE PERIOD. ALL DAMAGES SHALL BE REPAIRED TO PRE-CONSTRUCTION CONDITIONS AS DETERMINED BY THE OWNER'S REPRESENTATIVE. CONTRACTOR SHALL BE RESPONSIBLE FOR LOGGING ANY DAMAGES PRIOR TO START OF CONSTRUCTION AND DURING THE CONTRACT PERIOD.
- 10. ALL WORK SHALL BE CONFINED TO THE AREA WITHIN THE CONSTRUCTION LIMITS AS SHOWN ON THE PLANS. ANY AREAS OR IMPROVEMENTS DISTURBED OUTSIDE THESE LIMITS SHALL BE RETURNED TO THEIR ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE. IN THE EVENT THE CONTRACTOR REQUIRES A MODIFICATION TO THE CONSTRUCTION LIMITS, WRITTEN PERMISSION MUST BE OBTAINED FROM THE OWNER'S REPRESENTATIVE PRIOR TO ANY DISTURBANCE OUTSIDE OF THE LIMITS OF WORK.
- 11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY OF THEIR TRENCHES OR EXCAVATIONS THAT SETTLE, TO INCLUDE RE-INSTALLATION OF SOD OR OTHER LANDSCAPE MATERIALS. TRENCHES TO BE FILLED AND COMPACTED IN LIFTS AS NEEDED TO PROVIDE SUITABLE FINISH GRADE FOR INSTALLATION OF LANDSCAPE WITHIN TOLERANCES AS PROVIDED ON THE PLANS.
- 12. THE CONTRACTOR SHALL BE RESPONSIBLE TO PREPARE AND SUBMIT A TRAFFIC CONTROL PLAN TO THE APPROPRIATE JURISDICTIONAL AGENCIES AND THE OWNER'S REPRESENTATIVE IF THEIR WORK AND OPERATIONS AFFECT OR IMPACT THE PUBLIC RIGHTS-OF-WAY. OBTAIN APPROVAL PRIOR TO ANY WORK WHICH AFFECTS OR IMPACTS THE PUBLIC RIGHTS-OF-WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THIS REQUIREMENT DURING THE CONTRACT PERIOD.
- 13. SIGHT TRIANGLES AND SIGHT LINES SHALL REMAIN UNOBSTRUCTED BY EQUIPMENT, CONSTRUCTION MATERIALS, PLANT MATERIAL OR ANY OTHER VISUAL OBSTACLE DURING THE CONTRACT PERIOD AND AT MATURITY OF PLANTS PER LOCAL JURISDICTIONAL REQUIREMENTS.

#### **LAYOUT NOTES**

- WRITTEN DIMENSIONS WILL TAKE PRECEDENCE OVER SCALED DIMENSIONS.
   CURVED FLATWORK EDGES SHALL BE INTENDED TO BE CONSTRUCTED WITH SMOOTH
- 2. CURVED FLATWORK EDGES SHALL BE INTENDED TO BE CONSTRUCTED WITH SMOOTH FLOWING CURVES. ANYTHING OTHER THAN SMOOTH FLOWING CURVES WILL BE REJECTED.
- 3. THE CONTRACTOR SHALL OBTAIN, AT THEIR EXPENSE, ALL PERMITS WHICH ARE NECESSARY TO PERFORM THE PROPOSED WORK.
- 4. THE CONTRACTOR SHALL REVIEW WITH OWNER'S REPRESENTATIVE AND LANDSCAPE ARCHITECT ALL STAKING PRIOR TO SETTING FORMS OR COMPLETING FLATWORK AND PERFORM MINOR MODIFICATIONS AS REQUIRED TO ACHIEVE PROPER DRAINAGE OR ACCESSIBILITY AS REQUIRED FOR THE DESIGN, AT NO ADDITIONAL COST TO THE OWNER. ALL FORMS TO BE APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO PLACEMENT OF FLATWORK.
- 5. THE CONTRACTOR SHALL INSTALL SLEEVING FOR IRRIGATION IMPROVEMENTS PRIOR TO INSTALLING CONCRETE FLATWORK. REFER TO IRRIGATION PLANS.
- 6. ALL WORK SHALL BE CONFINED TO THE AREA WITHIN THE CONSTRUCTION LIMITS AS SHOWN ON THE PLANS. ANY AREAS OR IMPROVEMENTS DISTURBED OUTSIDE THESE LIMITS SHALL BE RETURNED TO THEIR ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE. IN THE EVENT THE CONTRACTOR REQUIRES A MODIFICATION TO THE CONSTRUCTION LIMITS, WRITTEN PERMISSION MUST BE OBTAINED FROM THE LANDSCAPE ARCHITECT PRIOR TO ANY DISTURBANCE OUTSIDE OF THE LIMITS OF WORK.

## TOWN OF MEAD STANDARDS AND CONSTRUCTION NOTES

1. ALL WORK SHALL BE CONSTRUCTED TO THE TOWN OF MEAD DESIGN STANDARDS AND CONSTRUCTION SPECIFICATIONS. THESE PLANS HAVE BEEN REVIEWED BY THE TOWN OF MEAD FOR CONCEPT ONLY AND GENERAL CONFORMANCE WITH THE TOWN'S STANDARDS AND SPECIFICATIONS. THE REVIEW BY THE TOWN OF MEAD DOES NOT IMPLY RESPONSIBILITY BY THE TOWN OF MEAD OR THE TOWN ENGINEER FOR ACCURACY AND CORRECTNESS OF THE PLANS OR CALCULATIONS. FURTHERMORE, THE REVIEW DOES NOT IMPLY THAT QUANTITIES OF ITEMS ARE THE FINAL QUANTITIES REQUIRED. THE REVIEW SHALL NOT BE CONSTRUED IN ANY REASON AS ACCEPTANCE OF FINANCIAL RESPONSIBILITY OF THE TOWN OF MEAD FOR ADDITIONAL QUANTITIES OF ITEMS SHOWN THAT MAY BE REQUIRED DURING HE CONSTRUCTION PHASE. THIS APPROVAL IS FOR CONFORMANCE TO THESE STANDARDS AND SPECIFICATIONS AND OTHER TOWN REQUIREMENTS. THE DESIGN AND CONCEPT REMAINS THE RESPONSIBILITY OF THE PROFESSIONAL ENGINEER OR LANDSCAPE PROFESSIONAL.

- 14. NO PLANT MATERIAL OTHER THAN GROUND COVER IS ALLOWED TO BE PLANTED ADJACENT TO FIRE HYDRANTS AS STIPULATED BY JURISDICTIONAL REQUIREMENTS.
- 15. COORDINATE SITE ACCESS, STAGING, STORAGE AND CLEANOUT AREAS WITH OWNER'S REPRESENTATIVE.
- 16. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY SAFETY FENCING AND BARRIERS AROUND ALL IMPROVEMENTS SUCH AS WALLS, PLAY STRUCTURES, EXCAVATIONS, ETC. ASSOCIATED WITH THEIR WORK UNTIL SUCH FACILITIES ARE COMPLETELY INSTALLED PER THE PLANS, SPECIFICATIONS AND MANUFACTURER'S RECOMMENDATIONS.
- 17. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF THEIR MATERIAL STOCK PILES AND WORK FROM VANDALISM, EROSION OR UNINTENDED DISTURBANCE DURING THE CONSTRUCTION PERIOD AND UNTIL FINAL ACCEPTANCE IS ISSUED.
- 18. THE CONTRACTOR SHALL KNOW, UNDERSTAND AND ABIDE BY ANY STORM WATER POLLUTION PREVENTION PLAN (SWPPP) ASSOCIATED WITH THE SITE. IF A STORM WATER POLLUTION PREVENTION PLAN IS NOT PROVIDED BY THE OWNER'S REPRESENTATIVE, REQUEST A COPY BEFORE PERFORMANCE OF ANY SITE WORK.
- 19. MAINTAIN ANY STORM WATER MANAGEMENT FACILITIES THAT EXIST ON SITE FOR FULL FUNCTIONALITY. THE CONTRACTOR SHALL INSTALL AND MAINTAIN ANY NEW STORM WATER MANAGEMENT FACILITIES THAT ARE IDENTIFIED IN THE SCOPE OF WORK TO FULL FUNCTIONALITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER FOR FAILURE TO MAINTAIN STORM WATER MANAGEMENT FACILITIES DURING THE CONTRACT PERIOD.
- 20. THE CONTRACTOR SHALL PREVENT SEDIMENT, DEBRIS AND ALL OTHER POLLUTANTS FROM EXITING THE SITE OR ENTERING THE STORM SEWER SYSTEM DURING ALL DEMOLITION OR CONSTRUCTION OPERATIONS THAT ARE PART OF THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THESE REQUIREMENTS DURING THEIR CONTRACTED COURSE OF WORK.
- 21. THE CONTRACTOR SHALL BE RESPONSIBLE TO PREVENT ANY IMPACTS TO ADJACENT WATERWAYS, WETLANDS, OR OTHER ENVIRONMENTALLY SENSITIVE AREAS RESULTING FROM WORK DONE AS PART OF THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THESE STANDARDS DURING THEIR CONTRACTED COURSE OF WORK.
- 22. THE CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS SHALL INSURE THAT ALL LOADS OF CONSTRUCTION MATERIAL IMPORTED TO OR EXPORTED FROM THE PROJECT SITE SHALL BE PROPERLY COVERED TO PREVENT LOSS OF MATERIAL DURING TRANSPORT.

  TRANSPORTATION METHODS ON PUBLIC RIGHT-OF WAYS SHALL CONFORM TO JURISDICTIONAL REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY FINES OR PENALTIES ASSESSED TO THE OWNER RELATING TO THESE REQUIREMENTS.
- 23. THE CLEANING OF EQUIPMENT IS PROHIBITED AT THE JOB SITE UNLESS AUTHORIZED BY THE OWNER'S REPRESENTATIVE IN A DESIGNATED AREA. THE DISCHARGE OF WATER, WASTE CONCRETE, POLLUTANTS, OR OTHER MATERIALS SHALL ONLY OCCUR IN AREAS DESIGNED FOR SUCH USE AND APPROVED BY THE OWNER'S REPRESENTATIVE.
- 24. THE CLEANING OF CONCRETE EQUIPMENT IS PROHIBITED AT THE JOB SITE EXCEPT IN DESIGNATED CONCRETE WASHOUT AREAS. THE DISCHARGE OF WATER CONTAINING WASTE CONCRETE IN THE STORM SEWER IS PROHIBITED.
- 25. THE USE OF REBAR, STEEL STAKES, OR STEEL FENCE POSTS TO STAKE DOWN STRAW OR HAY BALES OR TO SUPPORT SILT FENCING USED AS AN EROSION CONTROL MEASURE IS PROHIBITED.
- 26. LOCAL, STATE AND FEDERAL JURISDICTIONAL REQUIREMENTS, RESTRICTIONS OR PROCEDURES SHALL SUPERSEDE THESE PLANS, NOTES AND SPECIFICATIONS WHEN MORE STRINGENT. NOTIFY THE OWNER'S REPRESENTATIVE IF CONFLICTS OCCUR.

# PHASING NOTES

1. 1 YEAR LANDSCAPE MAINTENANCE TO BE PROVIDED SEPARATELY BY PHASE INITIATED AT FINAL ACCEPTANCE.

#### MATERIALS SCHEDULE - PHASE 1

LAND	SCAPE MATERIAL SCH	EDULE					
CODE	DESCRIPTION	PRODUCT NAME	MANUFACTURER	COLOR / FINISH	SIZE / DIMENSIONS	DETAIL	NOTES
M-01	WOOD MULCH	WASHINGTON CEDAR MULCH	PIONEER SAND AND GRAVEL (OR APPROVED EQUAL)	WASHINGTON CEDAR	4" DEPTH	2, 3, 4 / LP-501	REFER TO LANDSCAPE PLANS FOR LOCATIONS
M-02	ROCK MULCH	RIVER ROCK	PIONEER SAND AND GRAVEL (OR APPROVED EQUAL)	GLACIER WHITE	1-1/2", 4" DEPTH	2, 3 / LP-501	REFER TO LANDSCAPE PLANS FOR LOCATIONS
M-05	SANDSTONE SLAB SEATING	BUFF BOULDER	ARKINS PARK STONE (OR APPROVED EQUAL) TEL: (970) 663-1920	BUFF	PER DETAIL	1 / LS-501	CONTRACTOR TO SUBMIT COLOR PHOTO SAMPLES TO LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO DELIVERY TO SITE
M-06	LANDSCAPE BOULDER	BUFF BOULDER	ARKINS PARK STONE (OR APPROVED EQUAL) TEL: (970) 663-1920	BUFF	PER DETAIL	1 / LP-501	CONTRACTOR TO SUBMIT COLOR PHOTO SAMPLES TO LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO DELIVERY TO SITE

#### **PAVEMENT SCHEDULE - PHASE 1**

PAVE	MENT SCHEDULE					
CODE	DESCRIPTION	MANUFACTURER	COLOR / FINISH	SIZE / DIMENSIONS	DETAIL	NOTES
P-01	CONCRETE PAVING - TYPE 1	PER CIVIL	STANDARD GREY, MEDIUM BROOM FINISH PERPENDICULAR TO DIRECTION OF TRAVEL	PER CIVIL	6 / LS-503	REFER TO CIVIL FOR STANDARD PAVING DETAIL AND SPECIFICATION
P-02	CONCRETE PAVING - TYPE 2	COLORADO HARDSCAPES (OR APPROVED EQUAL) TEL: (303) 750-8200	AZURE SPRINKLE, SANDSCAPE REFINED FINISH	PER CIVIL	6 / LS-503	CONTRACTOR TO PROVIDE 5'X5' CONCRETE MOCK UP FOR LANDSCAPE ARCHITECT REVIEW AND APPROVAL PRIOR TO CONSTRUCTION

#### **MATERIALS SCHEDULE - PHASE 2**

LANDS	SCAPE MATERIAL SCH	EDULE					
CODE	DESCRIPTION	PRODUCT NAME	MANUFACTURER	COLOR / FINISH	SIZE / DIMENSIONS	DETAIL	NOTES
M-02	ROCK MULCH	RIVER ROCK	PIONEER SAND AND GRAVEL (OR APPROVED EQUAL)	GLACIER WHITE	1-1/2", 4" DEPTH	2, 3 / LP-501	REFER TO LANDSCAPE PLANS FOR LOCATIONS
M-03	CRUSHER FINES	CRUSHER FINES	PIONEER SAND AND GRAVEL (OR APPROVED EQUAL)	GREY BREEZE	3/8" +	1 / LS-502	INSTALL AND COMPACT IN 2" LIFTS WITH STABILIZER
M-04	COBBLE	COBBLE	PIONEER SAND AND GRAVEL (OR APPROVED EQUAL)	GLACIER WHITE	2"-4"		REFER TO LANDSCAPE PLANS FOR LOCATIONS
M-05	SANDSTONE SLAB SEATING	BUFF BOULDER	ARKINS PARK STONE (OR APPROVED EQUAL) TEL: (970) 663-1920	BUFF	PER DETAIL	1 / LS-501	CONTRACTOR TO SUBMIT COLOR PHOTO SAMPLES TO LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO DELIVERY TO SITE
M-06	LANDSCAPE BOULDER	BUFF BOULDER	ARKINS PARK STONE (OR APPROVED EQUAL) TEL: (970) 663-1920	BUFF	PER DETAIL	1 / LP-501	CONTRACTOR TO SUBMIT COLOR PHOTO SAMPLES TO LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO DELIVERY TO SITE
M-07	WATER FEATURE BOULDER	RIVER ROUND BOULDER	PIONEER SAND AND GRAVEL (OR APPROVED EQUAL)	GRAY GRANITE	PER DETAIL	5 / LS-503	CONTRACTOR TO SUBMIT COLOR PHOTO SAMPLES TO LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO DELIVERY TO SITE
M-08	WATER FEATURE SOURCE BOULDER	BUFF BOULDER	ARKINS PARK STONE (OR APPROVED EQUAL) TEL: (970) 663-1920	BUFF	48" WIDTH X 48" LENGTH X 30" HEIGHT	1 / LS-504	CONTRACTOR TO SUBMIT COLOR PHOTO SAMPLE TO LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO DELIVERY TO SITE

#### **PAVEMENT SCHEDULE - PHASE 2**

PAVE	MENT SCHEDULE					
CODE	DESCRIPTION	MANUFACTURER	COLOR / FINISH	SIZE / DIMENSIONS	DETAIL	NOTES
P-01	CONCRETE PAVING - TYPE 1	PER CIVIL	STANDARD GREY, MEDIUM BROOM FINISH PERPENDICULAR TO DIRECTION OF TRAVEL	PER CIVIL	6 / LS-503	REFER TO CIVIL FOR STANDARD PAVING DETAIL AND SPECIFICATION
P-02	CONCRETE PAVING - TYPE 2	COLORADO HARDSCAPES (OR APPROVED EQUAL) TEL: (303) 750-8200	AZURE SPRINKLE, SANDSCAPE REFINED FINISH	PER CIVIL	6 / LS-503	CONTRACTOR TO PROVIDE 5'X5' CONCRETE MOCK UP FOR LANDSCAPE ARCHITECT REVIEW AND APPROVAL PRIOR TO CONSTRUCTION
P-03	CONCRETE PAVING - TYPE 3	DAVIS COLORS (OR APPROVED EQUAL) TEL: (303) 750-8200	SILVERSMOKE IRON OXIDE, MEDIUM BROOM FINISH	PER CIVIL	6 / LS-503	CONTRACTOR TO PROVIDE 5'X5' CONCRETE MOCK UP FOR LANDSCAPE ARCHITECT REVIEW AND APPROVAL PRIOR TO CONSTRUCTION
P-04	CONCRETE PAVING - TYPE 4	COLORADO HARDSCAPES (OR APPROVED EQUAL) TEL: (303) 750-8200	CARBIDE, SANDSCAPE FINISH	PER CIVIL	6 / LS-503	CONTRACTOR TO PROVIDE 5'X5' CONCRETE MOCK UP FOR LANDSCAPE ARCHITECT REVIEW AND APPROVAL PRIOR TO CONSTRUCTION

THESE PLANS ARE HEREBY APPROVED FOR ONE YEAR FROM THE DATE OF THE TOWN ENGINEER'S APPROVAL

FROM THE DATE OF THE TOWN ENGINEER'S APPROVAL APPROVED BY:

TOWN OF MEAD APPROVAL

TOWN ENGINEER DATE





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MEAD COMMUNITY CENTER 401 3RD ST. MEAD, CO 80513



ISSUE:
SITE PLAN SUBMITTAL
DATE:
18 MARCH, 2024

REVISIONS:

DRAWN BY:
KS/SL/EN
REVIEWED BY:
KS/RH
PROJECT #:
2206

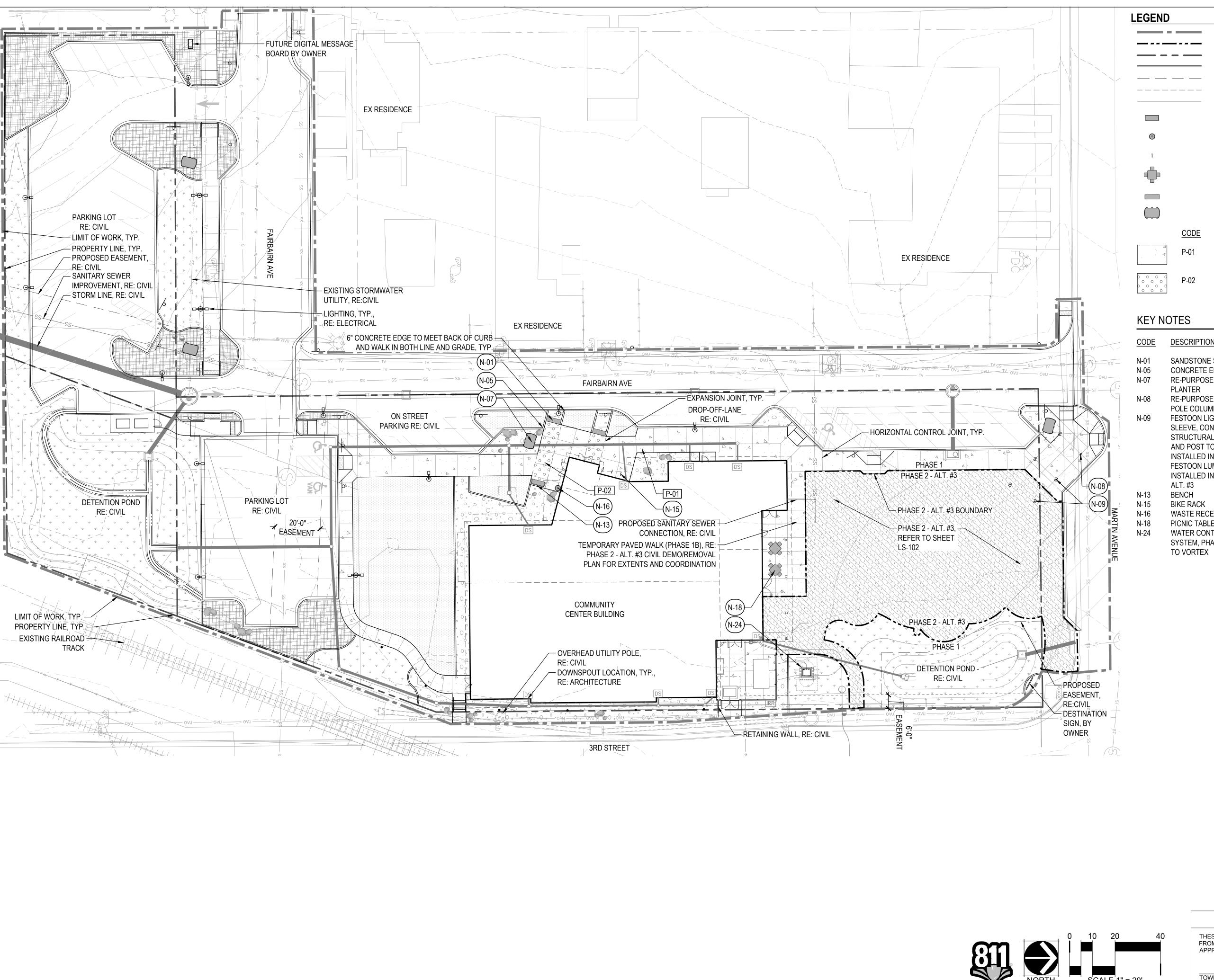
DRAWING TITLE:
LANDSCAPE SITE NOTES

SHEET #: LS-00

SITE PLAN SHEET # 09 of 32

Section 9, Item e.

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LIMIT OF WORK PHASE LINE PROPERTY LINE

CONCRETE EDGE **EASEMENT LINE** EXPANSION JOINT (1/2") HORIZONTAL CONTROL JOINT

WASTE RECEPTACLE

PICNIC TABLE - TYPE B

BENCH

**BIKE RACK** 

SANDSTONE SLAB SEATING

BEAN POT PLANTER DESCRIPTION

CONCRETE PAVING - TYPE 1

CONCRETE PAVING - TYPE 2

CODE	DESCRIPTION	DETAI
N-01	SANDSTONE SLAB SEATING	1 / LS-
N-05	CONCRETE EDGE	2 / LS-
N-07	RE-PURPOSED BEAN POT	4 / LS-
	PLANTER	
N-08	RE-PURPOSED CONVEYOR /	6 / LS-
	POLE COLUMN	
N-09	FESTOON LIGHT POLE, PVC	7 / LS-
	SLEEVE, CONDUIT,	
	STRUCTURAL CAISSON	

STRUCTURAL CAISSON, AND POST TO BE **INSTALLED IN PHASE 1.** FESTOON LUMINAIRE TO BE INSTALLED IN PHASE 2 -ALT. #3

BENCH 1 / LS-503 BIKE RACK 3 / LS-502 WASTE RECEPTACLE 7 / LS-503 PICNIC TABLE - TYPE B 5 / LS-502 WATER CONTAINMENT SYSTEM, PHASE 1, REFER

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SITE PLAN SUBMITTAL DATE:

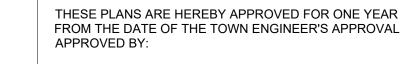
18 MARCH, 2024 **REVISIONS:** 

DRAWN BY: KS/SL/EN REVIEWED BY:

KS/RH PROJECT #: 2206 DRAWING TITLE:

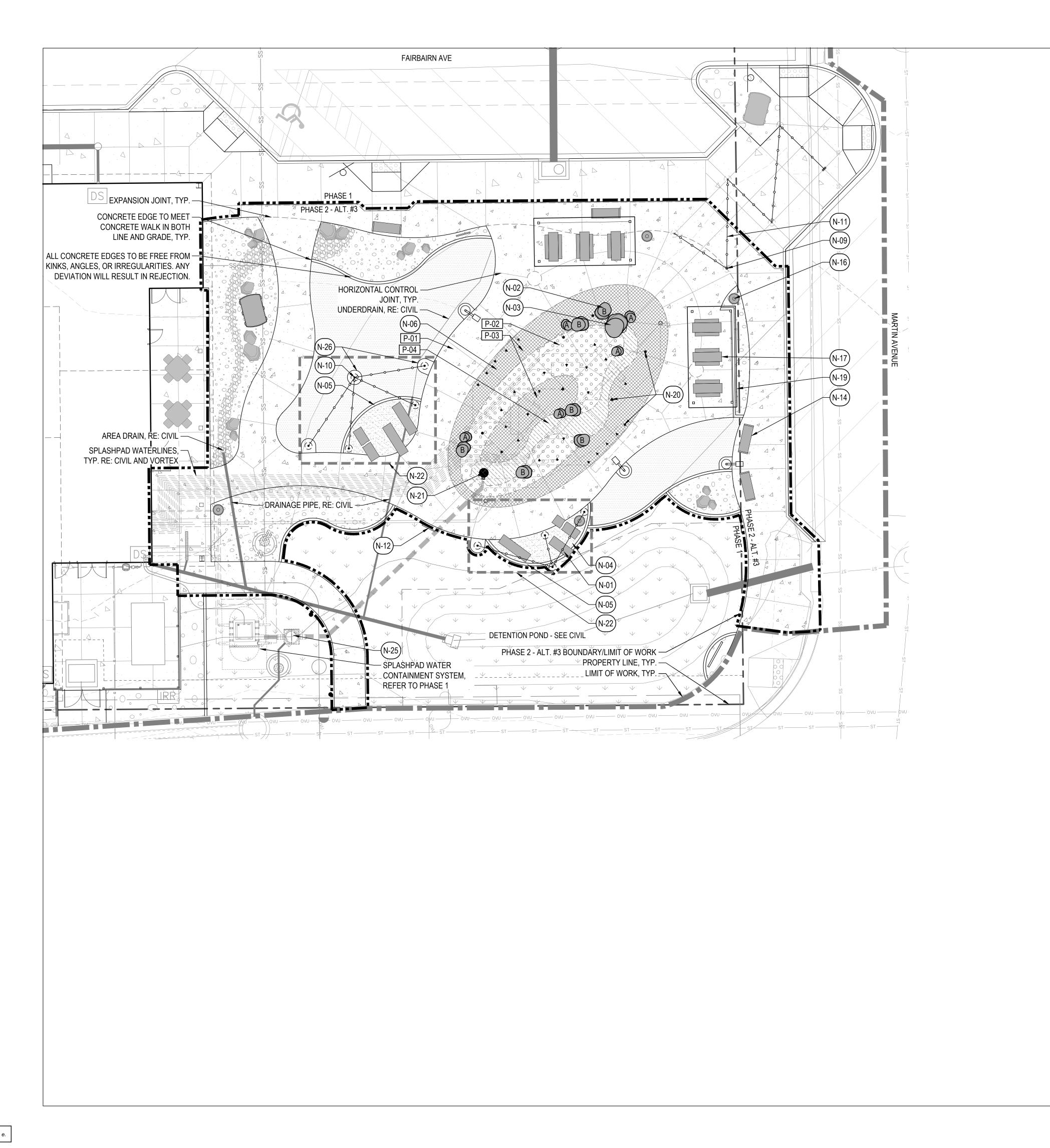
PHASE 1 LANDSCAPE SITE PLAN

SHEET # 10 of 32



TOWN ENGINEER

TOWN OF MEAD APPROVAL





LIMIT OF WORK PHASE LINE PROPERTY LINE CONCRETE EDGE FESTOON LIGHTS EXPANSION JOINT (1/2") HORIZONTAL CONTROL JOINT

> BACKLESS BENCH WASTE RECEPTACLE

PICNIC TABLE - TYPE A

REGULATORY SIGNAGE SANDSTONE SLAB SEATING

BEAN POT PLANTER

DESCRIPTION CRUSHER FINES

WATER FEATURE BOULDER WATER FEATURE SOURCE BOULD!

CODE DESCRIPTION CONCRETE PAVING - TYPE 1

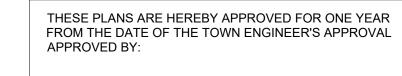
CONCRETE PAVING - TYPE 2

CONCRETE PAVING - TYPE 3

CONCRETE PAVING - TYPE 4

#### **KEY NOTES**

CODE	DESCRIPTION	DETAIL
N-01	SANDSTONE SLAB SEATING	1 / LS-501
N-02	WATER FEATURE BOULDER	5 / LS-503
N-03	WATER FEATURE SOURCE BOULDER	1 / LS-504
N-04	CRUSHER FINES PAVING	1 / LS-502
N-05	CONCRETE EDGE	2 / LS-502
N-06	SPLASHPAD CONCRETE PAVING	2 / LS-504
N-09	FESTOON LIGHT POLE, PVC SLEEVE, CONDUIT, STRUCTURAL CAISSON, AND POST TO BE INSTALLED IN PHASE 1. FESTOON LUMINAIRE TO BE INSTALLED IN PHASE 2 - ALT. #3	7 / LS-502
N-10	FESTOON LIGHT POLE TO BE INSTALLED IN PHASE 2 - ALT. #3	7 / LS-502
N-11	FESTOON LUMINAIRE TO BE INSTALLED IN PHASE 2 - ALT. #3	7 / LS-502
N-12	REGULATORY SIGNAGE	4 / LS-504
N-14	BACKLESS BENCH	2 / LS-503
N-16	WASTE RECEPTACLE	7 / LS-503
N-17	PICNIC TABLE - TYPE A	3 / LS-503
N-19	SHADE STRUCTURE	3 / LS-504
N-20	SPLASHPAD SPRAY HEADS, REFER TO VORTEX SPLASHPAD LAYOUT DRAWING	
N-21	PLAYSAFE DRAIN, REFER TO VORTEX SPLASHPAD LAYOUT DRAWING	
N-22	SANDSTONE SLAB LAYOUT	3 / LS-501
N 25	DEDDIC TOAD DUACE 2	



DEBRIS TRAP, PHASE 2 -

N-26 LIGHT POLE BASE

ALT. #3, REFER TO VORTEX

TOWN OF MEAD APPROVAL

4 / LS-501

TOWN ENGINEER

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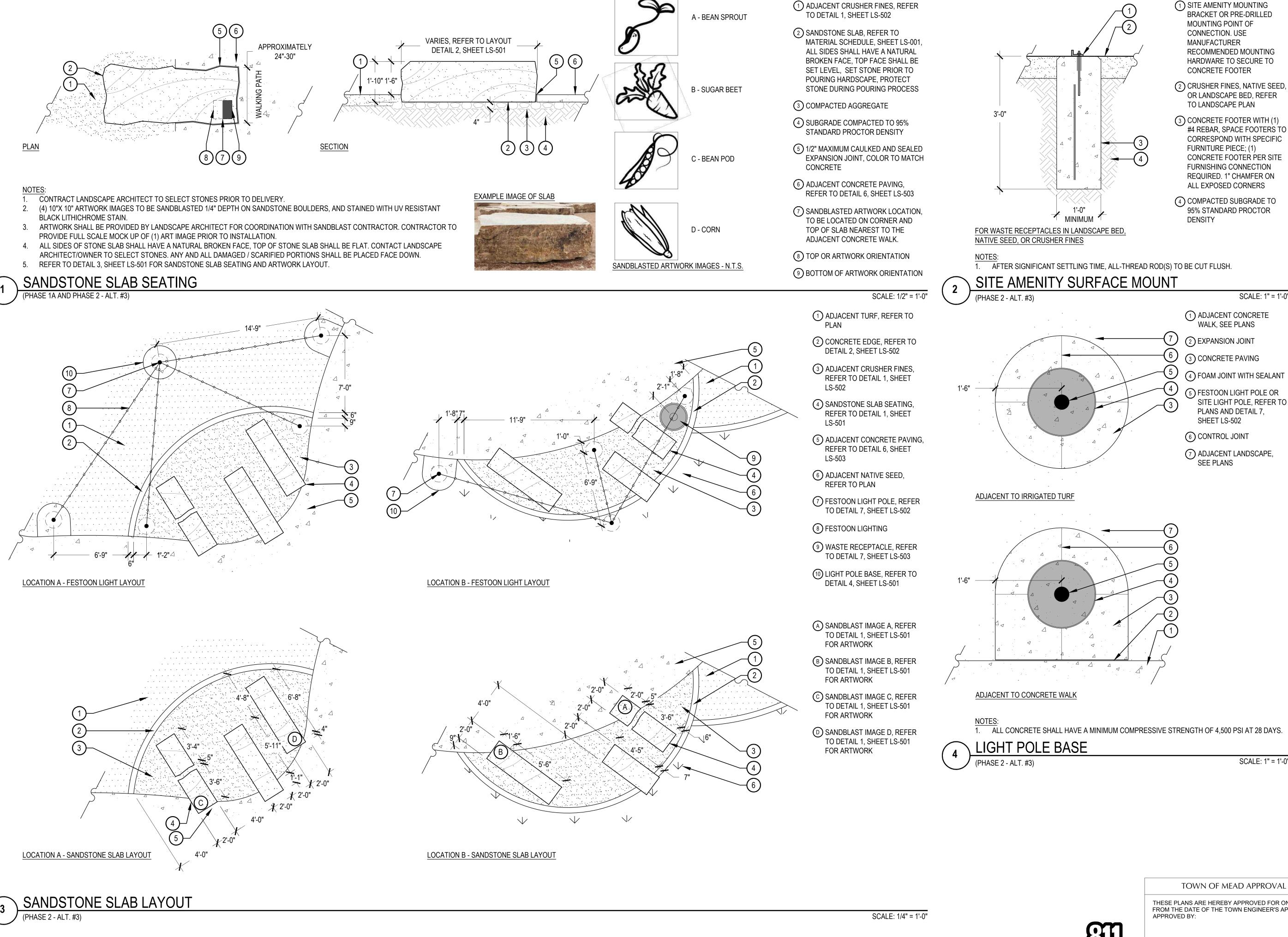
ISSUE:
SITE PLAN SUBMITTAL
DATE:
18 MARCH, 2024
REVISIONS:

DRAWN BY: KS/SL/EN REVIEWED BY: KS/RH PROJECT #: 2206 DRAWING TITLE:

PHASE 2 LANDSCAPE SITE PLAN

SHEET #: LS-102

SITE PLAN 11 of 32



1) SITE AMENITY MOUNTING

BRACKET OR PRE-DRILLED MOUNTING POINT OF CONNECTION. USE MANUFACTURER RECOMMENDED MOUNTING HARDWARE TO SECURE TO CONCRETE FOOTER

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P 970.409.3414

(2) CRUSHER FINES, NATIVE SEED, OR LANDSCAPE BED, REFER

(3) CONCRETE FOOTER WITH (1) #4 REBAR, SPACE FOOTERS TO CORRESPOND WITH SPECIFIC FURNITURE PIECE; (1) CONCRETE FOOTER PER SITE **FURNISHING CONNECTION** REQUIRED. 1" CHAMFER ON ALL EXPOSED CORNERS

(4) COMPACTED SUBGRADE TO 95% STANDARD PROCTOR

SCALE: 1" = 1'-0"

WALK, SEE PLANS 7 2 EXPANSION JOINT 6 3 CONCRETE PAVING 4) FOAM JOINT WITH SEALANT 5 FESTOON LIGHT POLE OR SITE LIGHT POLE, REFER TO PLANS AND DETAIL 7, SHEET LS-502 6 CONTROL JOINT (7) ADJACENT LANDSCAPE,

1. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4,500 PSI AT 28 DAYS.

SCALE: 1" = 1'-0"

DRAWN BY: KS/SL/EN REVIEWED BY:

DATE:

**REVISIONS:** 

KS/RH PROJECT #: 2206

DRAWING TITLE: LANDSCAPE SITE DETAILS

SITE PLAN SUBMITTAL

18 MARCH, 2024

SHEET #: LS-501

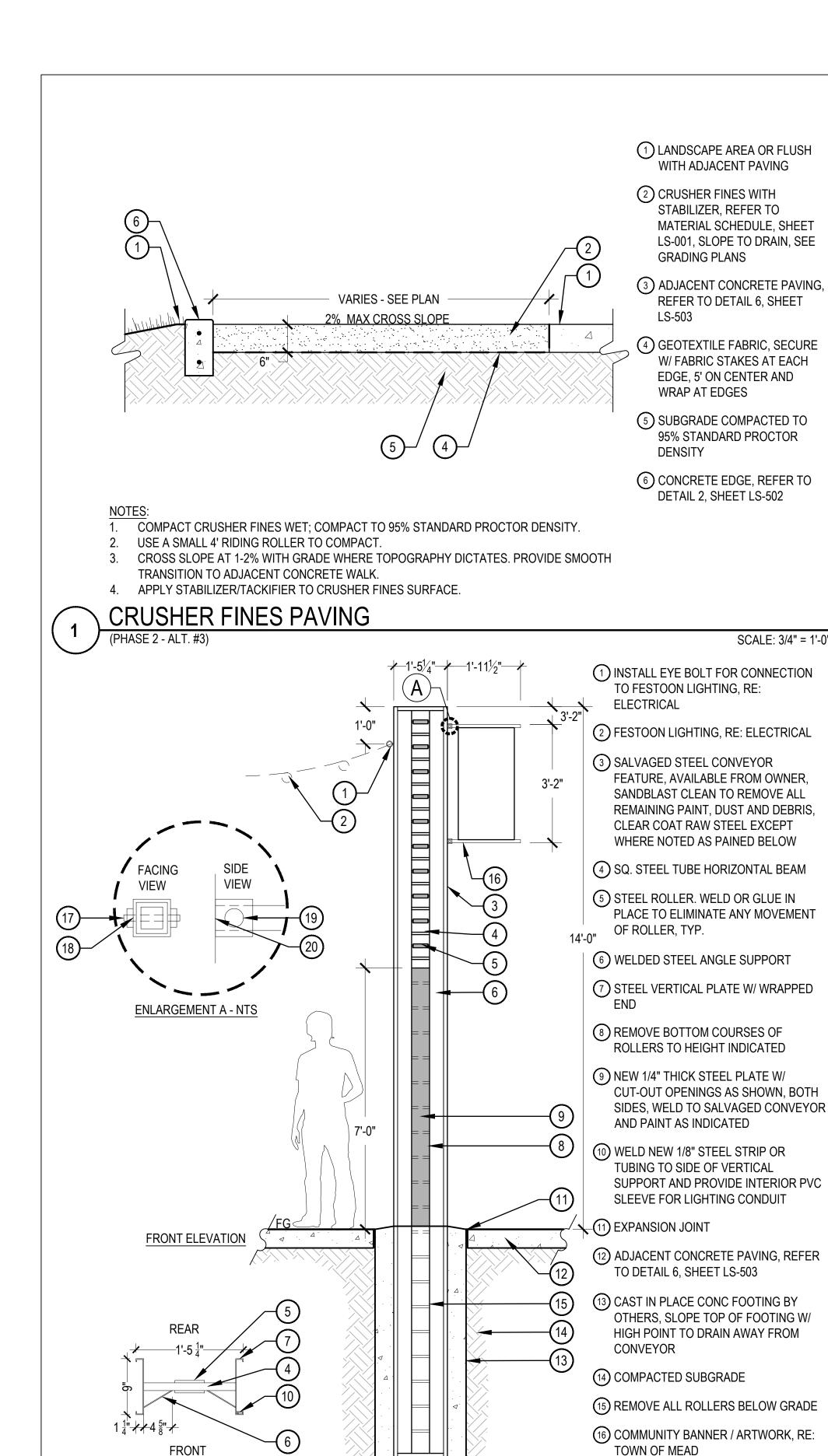
SHEET# 12 of 32

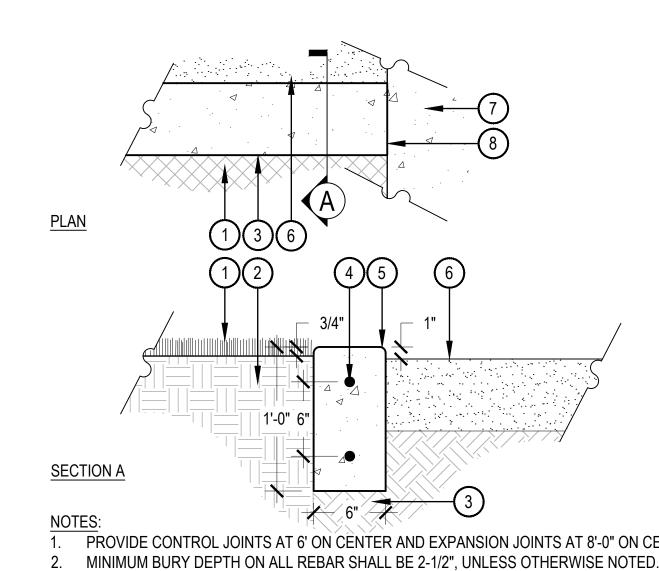
THESE PLANS ARE HEREBY APPROVED FOR ONE YEAR FROM THE DATE OF THE TOWN ENGINEER'S APPROVAL

TOWN ENGINEER

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PROVIDE CONTROL JOINTS AT 6' ON CENTER AND EXPANSION JOINTS AT 8'-0" ON CENTER.

ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4,500 PSI AT 28 DAYS. ALL CONCRETE EDGES TO BE FREE FROM KINKS, ANGLES, OR IRREGULARITIES. ANY

FRONT

RE-PURPOSED BEAN POT PLANTER ARTWORK

EDGES OF DRAINAGE HOLES TO ENSURE SMOOTH EDGES.

REFER TO PLANS FOR LOCATIONS.

(PHASE 1A AND PHASE 2 - ALT. #3)

CONTRACTOR FOR COORDINATION WITH MFG.

1. PLANTER TO BE PRE-PROCESSED BY SANDBLASTING EXISTING PAINT AND RUST, PRESSURE CLEANED, AND PREPPED WITH A

PERMANENT PREMIUM SEMI-GLOSS CLEAR COAT PRIOR TO INSTALLATION OF ARTWORK. CLEAR COAT TO BE APPLIED TO

2. APPLY ARTWORK TO THE FRONT OF THE BEAN POT PLANTER. FRONT OF PLANTER SHALL FACE ADJACENT CONCRETE WALKS,

TEL: 303-790-7111, OR APPROVED EQUAL. LANDSCAPE ARCHITECT TO PROVIDE DIGITAL FILE OF DESIGN TO GENERAL

INTERIOR AND EXTERIOR OF PLANTER. CONTRACTOR TO PRE-DRILL DRAINAGE HOLES PRIOR TO SANDBLAST PROCESS. FILE

CONTRACTOR SHALL PROVIDE VINYL WRAP ARTWORK. ARTWORK MFG. TO BE SUPPLIED BY THE ARTWORKS UNLIMITED, LLC.,

DEVIATION WILL RESULT IN REJECTION.

**CONCRETE EDGE** 

3'-0"

(PHASE 1A, PHASE 1B, AND PHASE 2 - ALT. #3)

SCALE: 3/4" = 1'-0"

(17) 1/2" O.D. MARINE GRADE THREADED

WASHER AND LOCKING NUT FOR

18 SHOP FABRICATE 5/8" DIAMETER HOLE

(19) THREADED BOLT W/ ATTACHMENT

IS 20 1-1/2" SQ TUBE STEEL, BUTT WELD TO

SCALE: 1/2" = 1'-0"

CONVEYOR, COLOR TBD

AT TWO ENDS

ROD WITH STAINLESS STEEL METAL

1) ADJACENT LANDSCAPE AREA

#### 2 UNDISTURBED GRADE

(3) SUBGRADE COMPACTED TO 95% STANDARD PROCTOR DENSITY

#### (4) #4 REBAR CONTINUOUS

- (5) CONCRETE CURB WITH LIGHT BROOM FINISH, 1/2" RADIUS ON ALL EXPOSED EDGES
- (6) ADJACENT CRUSHER FINES, REFER TO DETAIL 1, SHEET
- (7) ADJACENT CONCRETE WALK OR BACK OF CURB
- (8) CURB TO MEET GRADE AT CONCRETE WALK AND BACK OF CURB, IN BOTH LINE AND GRADE

1) RE-PURPOSED BEAN POT

(2) BEAN POT PLANTER VINYL ARTWORK, COLOR: WHITE

SHEET LS-503

3 FINISH GRADE

PLANTER, REFER TO DETAIL 4,

SCALE: 1 1/2" = 1'-0"

SCALE: 3/4" = 1'-0"



MANUFACTURER: KEYSTONE RIDGE, AS PROVIDED BY GARRET JACOBS, CONTACT, T: (724) 284-1213 ext. Keystone Ridge Designs, Inc. 670 Mercer Rd Butler, PA 16001-1840

https://www.keystoneridgedesigns.

MODEL: CREEKVIEW BIKE 244 NORTH COLLEGE AVENUE RACK, CW10 (OR APPROVED FORT COLLINS, CO 80524 EQUAL) **COLOR: CHROMITE** NORRIS-DESIGN.COM MATERIALS: POLYESTER POWDER COATED FINISH MOUNTING: SURFACE MOUNT





MANUFACTURER: FORMS AND SURFACES, BOB HARLOW, 303.710.5950, robert.harlow@forms-surfaces.com

MODEL: TANGENT TABLE ENSEMBLE, SETAN-4LA, NO UMBRELLA

FRAME: CAST ALUMINUM WITH DARK CORTEN POWDERCOAT **FINISH** 

SEAT AND TABLE TOP: **EXTRUDED ALUMINUM SLATS** WITH ARGENTO POWDERCOAT

MOUNTING: SURFACE MOUNT

PICNIC TABLE - TYPE B

1) FESTOON LUMINAIRE TO BE INSTALLED IN PHASE 2, RE: **ELECTRICAL** 

(2) 4" POWDERCOATED ROUND 3/16" TUBE STEEL POST,WELD OPEN TOP SHUT, COLOR: MATTE BLACK

(3) FESTOON LUMINAIRE JUNCTION BOX, RE: ELECTRIC **PLANS** 

(4) FINISH GRADE, REFER TO PLANS FOR SURFACE TYPE

5 DOME TOP OF CONCRETE TO DRAIN SURFACE WATER

6 CAULK JOINT AT TOP OF PIER BETWEEN COLUMN AND CONCRETE

(7) (3) #3 TIES AT 3" ON CENTER. AT TOP

SCALE: 1/2" = 1'-0'

(8) CAST IN PLACE CONCRETE FOOTING. EXPOSED SURFACES TROWELLED SMOOTH

 COAT STEEL CAST INTO CONCRETE WITH COAL TAR **EPOXY OR SIMILAR** WATERPROOFING EMULSION

(10) #3 TIES AT 12" ON CENTER

(6) #5 VERTICAL

(12) CONDUIT SLEEVE, RE: ELECTRICAL

(13) COMPACTED AGGREGATE

(14) COMPACTED SUBGRADE

(15) 1/2" EXPANSION JOINT WITH **CLEAR WATER TIGHT EPOXY** 

(16) ADJACENT CONCRETE PAVING, REFER TO DETAIL 6, SHEET LS-503

THESE PLANS ARE HEREBY APPROVED FOR ONE YEAR FROM THE DATE OF THE TOWN ENGINEER'S APPROVAL APPROVED BY:

TOWN OF MEAD APPROVAL

TOWN ENGINEER



ENTER 80513

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LOUISVILLE, CO 80027

**NORRIS** 

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SITE PLAN SUBMITTAL

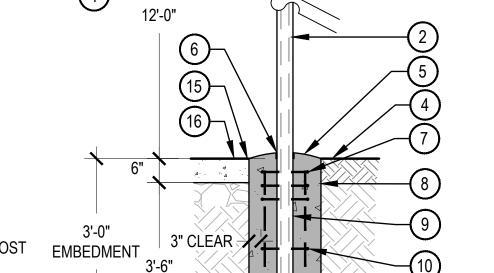
18 MARCH, 2024 **REVISIONS:** 

DRAWN BY: KS/SL/EN **REVIEWED BY:** KS/RH

PROJECT #: 2206 **DRAWING TITLE:** 

LANDSCAPE SITE DETAILS

SHEET #: LS-502 SITE PLAN 13 of 32



3" CLEAR

1. PVC SLEEVE, CONDUIT, STRUCTURAL CAISSON, AND POST TO BE INSTALLED IN PHASE 1A.

FESTOON LUMINAIRE TO BE INSTALLED IN PHASE 2 - ALT. #3. CONTRACTOR SHALL COORDINATE WIRING WITHIN TUBE STEEL POSTS FOR FESTOON LUMINAIRE WITH ELECTRICAL

CONTRACTOR SHALL PROVIDE STAMPED STRUCTURAL SHOP DRAWINGS. DRAWINGS SHALL MEET ALL APPLICABLE CODE.

STRUCTURAL DETAIL WILL BE A DEFERRED SUBMITTAL UNTIL AFTER THE PROJECT IS AWARDED.

6. ALL METAL HARDWARE SHALL BE GALVANIZED.

#### ESTOON LIGHT POLE (PHASE 1A AND PHASE 2 - ALT. #3)

Section 9, Item e.

PLAN - NTS

(PHASE 1A)

OWNER'S REPRESENTATIVE.

FINAL PAINT COLORS TBD. COLOR PALETTE TO INCLUDE UP TO 3 COLORS.

FOOTERS. DRAWINGS SHALL MEET ALL APPLICABLE CODE.

**RE-PURPOSED CONVEYOR** 

TO COMMENCING RENOVATION OF CONVEYOR AND NOTE ANY DISCREPANCIES TO

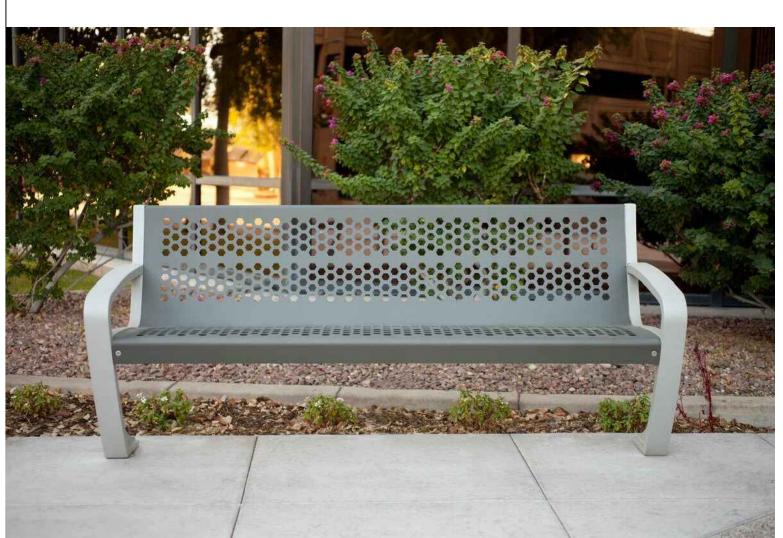
CONSTRUCTION FEATURES, ATTACHMENT METHODS TO EXISTING CONVEYOR, AND

CONTRACTOR TO PROVIDE STAMPED STRUCTURAL SHOP DRAWING OF ALL NEW

4. STRUCTURAL DETAIL WILL BE A DEFERRED SUBMITTAL UNTIL AFTER THE PROJECT I

DIMENSIONS SHOWN ARE ESTIMATES. FIELD VERIFY ALL FEATURE DIMENSIONS PRIOR COMPRESSION

93



MANUFACTURER: FORMS AND SURFACES, BOB HARLOW,

robert.harlow@forms-surfaces.com

MODEL: BALANCE BENCH, SBBAL-72BPC

FRAME: SOLID CAST ALUMINUM WITH DARK CORTEN POWDERCOAT FINISH

SEAT: STAINLESS STEEL WITH ARGENTO POWDERCOAT **FINISH** 

MOUNTING: SURFACE MOUNT



**BACKLESS BENCH** 

MANUFACTURER: FORMS AND SURFACES, BOB HARLOW, 303.710.5950,

robert.harlow@forms-surfaces.com

MODEL: BACKLESS BALANCE BENCH, SBBAL-72NPC

FRAME: SOLID CAST ALUMINUM WITH DARK CORTEN **POWDERCOAT FINISH** 

SEAT: STAINLESS STEEL WITH ARGENTO POWDERCOAT FINISH

MOUNTING: SURFACE MOUNT



PICNIC TABLE - TYPE A

(1) RE-PURPOSED BEAN POT

BELOW FINISH GRADE

(3) FINISH GRADE, REFER TO

SURFACE MATERIAL

DENSITY

DENSITY

LANDSCAPE PLANS FOR

(4) 6" ROADBASE, COMPACTED TO

95% STANDARD PROCTOR

(5) SUBGRADE COMPACTED TO 95% STANDARD PROCTOR

PLANTER, SET PLANTER 18"

(2) BEAN POT PLANTER ARTWORK,

REFER TO DETAIL 4, SHEET

MANUFACTURER: FORMS AND SURFACES, BOB HARLOW, 303.710.5950,

robert.harlow@forms-surfaces.com

MODEL: VECTOR TABLE ENSEMBLE, (5) STVTR-72A AND (1) STVTR-72A-ADA

FRAME: ALUMINUM WITH DARK CORTEN POWDERCOAT FINISH

SEAT AND TABLE TOP: **EXTRUDED ALUMINUM SLATS** WITH ARGENTO POWDERCOAT

MOUNTING: SURFACE MOUNT

**ESSENZA** ARCHITECTURE 685 S. ARTHUR AVE., UNIT 12-B LOUISVILLE, CO 80027 P/F: 303.952.5080 www.essenza-arch.com

**NORRIS DESIGN** PEOPLE • PLACEMAKING 244 NORTH COLLEGE AVENUE FORT COLLINS, CO 80524

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ENTER 80513 COMMUNITY D ST. MEAD, 0 MEAD C 401 3RI

ACROSS THE BOTTOM OF THE PLANTER (11) PROVIDE SLEEVE FOR DRIP

IRRIGATION, REFER TO IRRIGATION PLANS

(12) 3/4" CLEAN WASHED ANGULAR

(8) FILTER FABRIC (9) AMENDED TOPSOIL

(10) 3/4" DIAMETER DRAINAGE HOLES, DRILL APPROXIMATELY 8 HOLES EVENLY SPACED

(6) SPECIFIED LANDSCAPE MULCH

(7) GACOFLEX LM-60 POLYURETHANE ELASTOMERIC WATERPROOFING MEMBRANE, OR APPROVED EQUAL, APPLIED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS

SCALE: 3/4" = 1'-0"

MANUFACTURER: FORMS AND SURFACES, BOB HARLOW, 303.710.5950, robert.harlow@forms-surfaces.com

MODEL: DISPATCH LITTER RECEPTACLE, SLDIS-145

MATERIALS: SOLID CAST ALUMINUM CONSTRUCTION WITH DARK CORTEN POWDERCOAT FINISH

MOUNTING: SURFACE MOUNT, REFER TO DETAIL 2, SHEET LS-501 FOR MOUNTING IN LANDSCAPE BED, NATIVE SEED, OR CRUSHER FINES

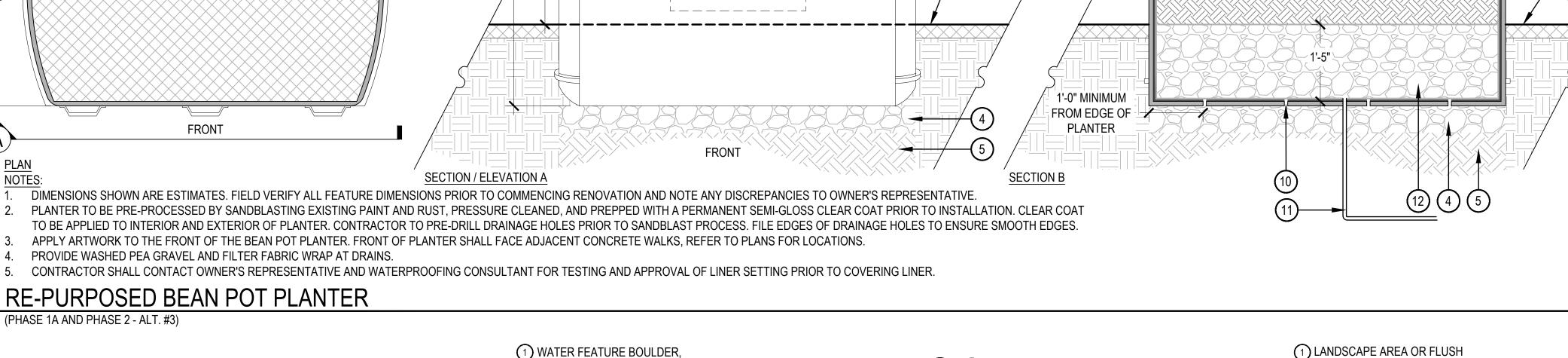
SITE PLAN SUBMITTAL 18 MARCH, 2024 **REVISIONS:** 

DRAWN BY: KS/SL/EN **REVIEWED BY:** 

KS/RH PROJECT #: 2206 **DRAWING TITLE:** 

LANDSCAPE SITE DETAILS

SHEET# 14 of 32



SLOPE

NORRIS DESIGN HAS PROVIDED THIS DETAIL FOR REFERENCE PURPOSES ONLY; IT HAS NOT

2. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4,500 PSI AT 28 DAYS

EXPANSION JOINTS AT ALL CONSTRUCTION JOINTS AND SLAB EDGES OF ALL STRUCTURES

PROVIDE A 25 SQUARE FOOT MARK-UP OF CONCRETE PAVING FOR EACH FINISH SPECIFIED.

MOCK-UP SHALL INCLUDE CONTROL JOINTS. MOCK-UP NOT REQUIRED FOR STANDARD

8. SLOPE ALL FINISH GRADE TO DRAIN PER PLANS. MAX 2% CROSS SLOPE AND MAX 5%

UNLESS OTHERWISE STATED BY A LICENSED ENGINEER.

EXPANSION JOINTS AT 200' ON CENTER MAXIMUM OR WHERE NOTED.

MINIMUM BURY DEPTH ON ALL REBAR SHALL BE 2-1/2".

LONGITUDINAL SLOPE UNLESS OTHERWISE INDICATED.

CONTROL JOINTS AS SHOWN ON PLANS.

# **RE-PURPOSED BEAN POT PLANTER**

**FRONT** 

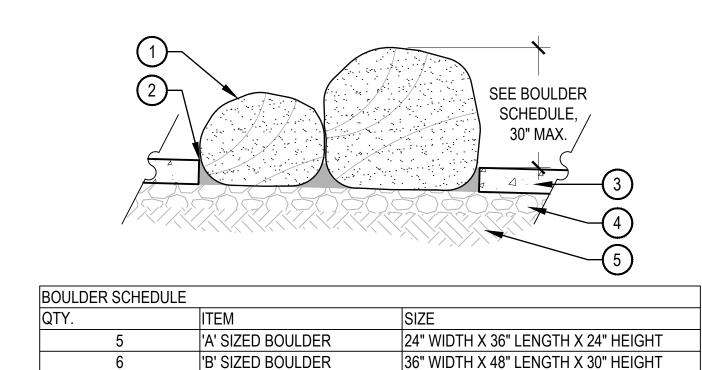
PROVIDE WASHED PEA GRAVEL AND FILTER FABRIC WRAP AT DRAINS.

(PHASE 1A AND PHASE 2 - ALT. #3)

4'-5" **B** 

<u>PLAN</u>

NOTES:



(1) WATER FEATURE BOULDER, LOCATE PER PLANS, REFER TO MATERIAL SCHEDULE, SHEET

(2) 1/2" GROUT AROUND BOULDERS, APPLY PREMIUM **ELASTOMERIC SEALANT RATED** FOR COMMERCIAL OUTDOOR POOLS ENTIRE DEPTH OF JOINT TO ENSURE SEAL

(3) SPLASHPAD CONCRETE PAVING, REFER TO DETAIL 2, SHEET LS-504

(4) GRAVEL BASE

5) SUBGRADE COMPACTED TO 95% PROCTOR DENSITY

4'-6" 3'-0"

SECTION / ELEVATION A

1. FINAL BOULDER LOCATIONS TO BE FIELD LOCATED AND APPROVED BY LANDSCAPE

ARCHITECT PRIOR TO INSTALLATION.

2. GROUPED BOULDERS AS SHOWN ON PLANS. GRIND AND CHISEL SIDE SURFACES TO PROVIDE INTEGRATED FIT BETWEEN BOULDERS. MAINTAIN MAX. 1/2" GAP OR GREATER THAN 4" BETWEEN BOULDERS.

3. BOULDER SIZES MARKED WITH A, B, OR C ON LANDSCAPE PLAN SHEET LS-102 TO COINCIDE WITH BOULDER SCHEDULE.

WATER FEATURE BOULDER

SCALE: 1/2" = 1'-0"

WITH ADJACENT PAVING (2) 1/4" RADIUS ALL OUTSIDE

EDGES AT LANDSCAPE

(3) CONCRETE PAVING, REFER TO

(4) GRAVEL BASE

(5) SUBGRADE COMPACTED TO 95% STANDARD PROCTOR DENSITY

SCALE: 1" = 1'-0"



WASTE RECEPTACLE

THESE PLANS ARE HEREBY APPROVED FOR ONE YEAR FROM THE DATE OF THE TOWN ENGINEER'S APPROVAL APPROVED BY:

TOWN OF MEAD APPROVAL

TOWN ENGINEER

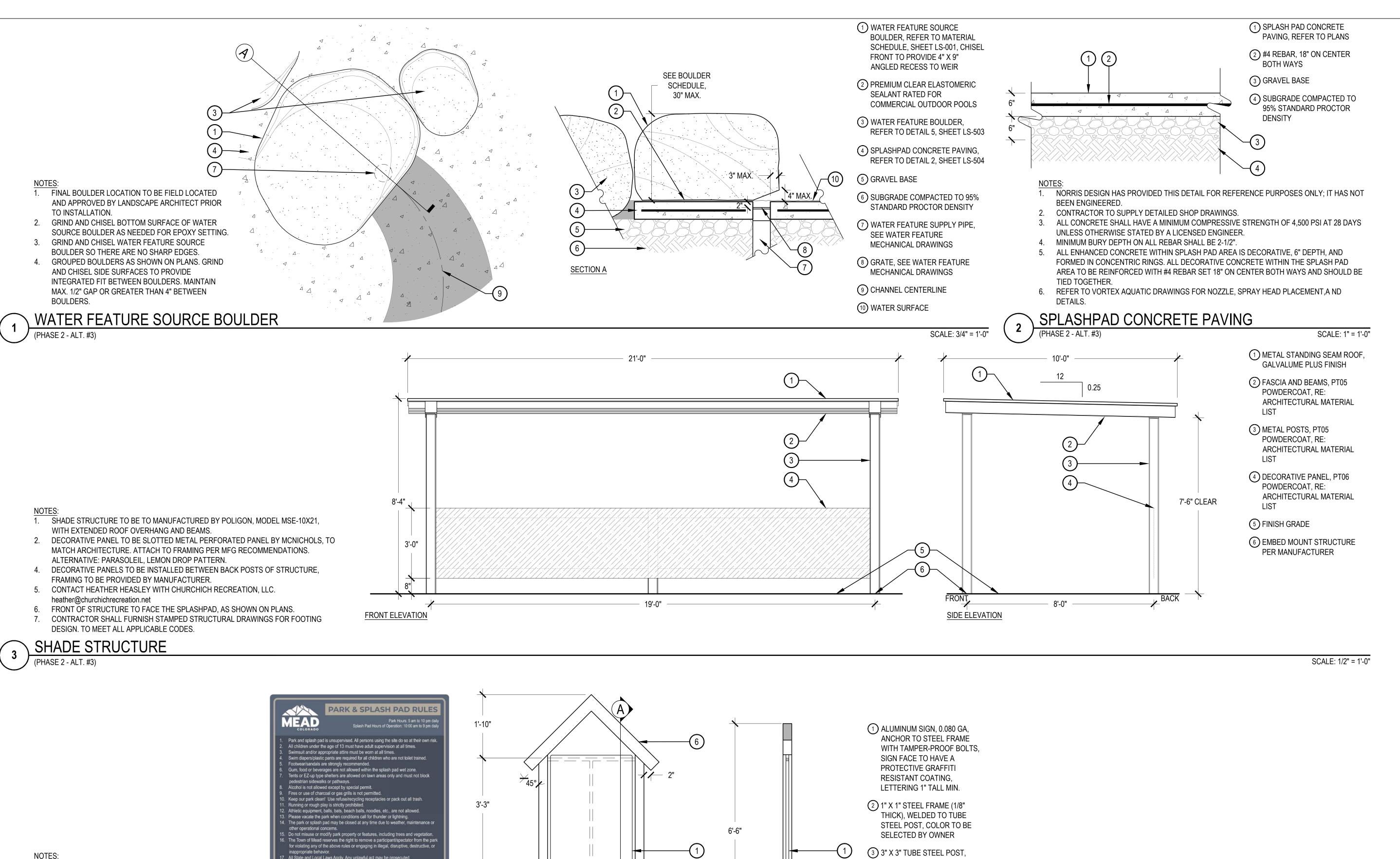
**CONCRETE PAVING** (PHASE 1A, PHASE 1B, AND PHASE 2 - ALT. #3)

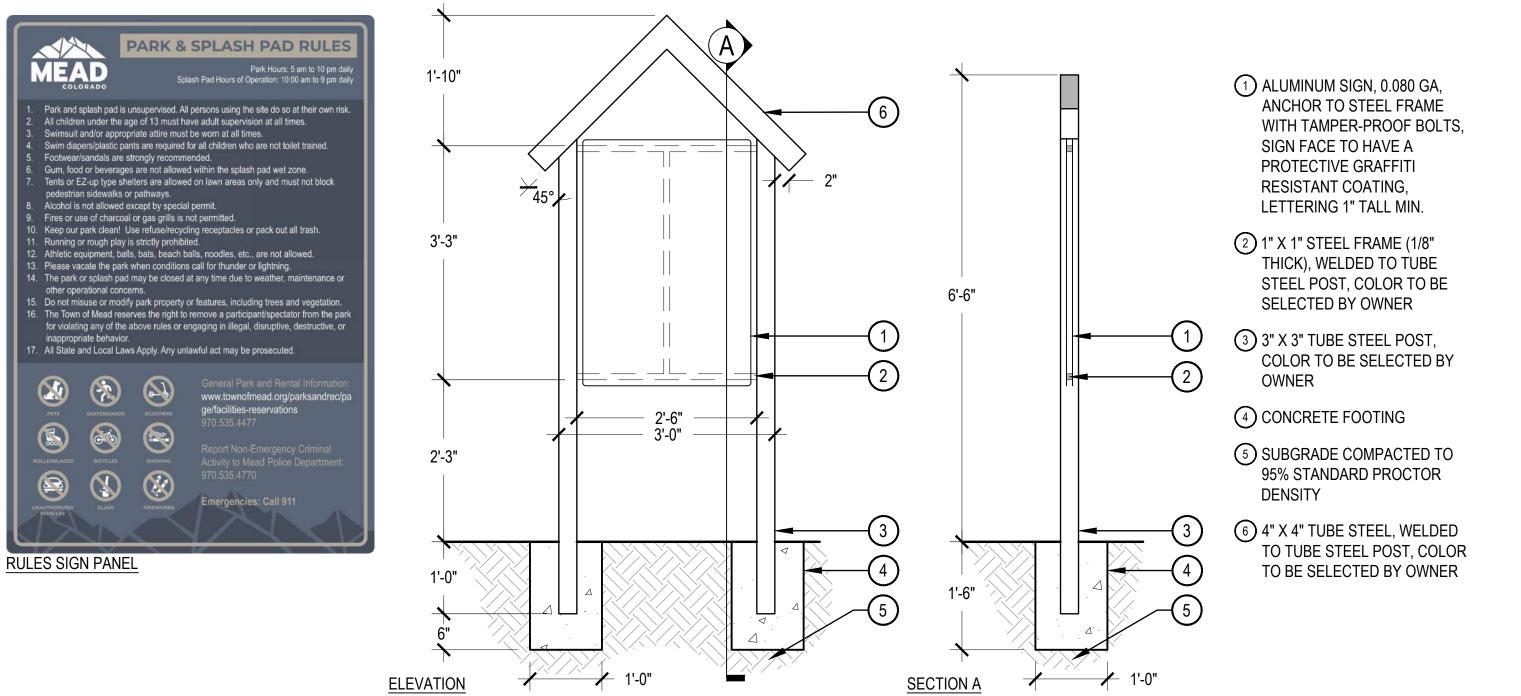
BROOM FINISH.

REFER

TO CIVIL

Section 9, Item e.





THESE PLANS ARE HEREBY APPROVED FOR ONE YEAR FROM THE DATE OF THE TOWN ENGINEER'S APPROVAL APPROVED BY: TOWN ENGINEER

SCALE: 3/4" = 1'-0"

TOWN OF MEAD APPROVAL

PROJECT #: 2206 **DRAWING TITLE:** LANDSCAPE SITE DETAILS SHEET# 15 of 32

SITE PLAN SUBMITTAL

18 MARCH, 2024

**REVISIONS:** 

DRAWN BY:

KS/SL/EN

**REVIEWED BY:** 

KS/RH

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ARCHITECTURE

Section 9, Item e.

1. FINAL FONT, FONT SIZE AND TEXT CONTENT TO BE APPROVED

2. RULES SIGN PANEL TO BE SHOWN ON BOTH SIDES OF SIGNAGE

3. WELD JOINTS SHALL BE SEAMLESS, FLUSH CORNERS, GRIND

APPLICATION AND COLOR FOR APPROVAL PRIOR TO

5. THIS DETAIL REPRESENTS DESIGN INTENT, SIGN FABRICATOR

AND OWNER APPROVAL PRIOR TO CONSTRUCTION AND

SIGN FABRICATOR TO COORDINATE WITH LANDSCAPE

ARCHITECT FOR SIGN PANEL DIGITAL FILE.

REGULATORY SIGNAGE

TO PROVIDE SHOP DRAWINGS FOR LANDSCAPE ARCHITECT

4. CONTRACTOR SHALL PROVIDE SAMPLE(S) OF PAINT

AS SHOWN.

FABRICATION.

INSTALLATION.

(PHASE 2 - ALT. #3)

SMOOTH AND DEBURR.

CODE	QTY	BOTANICAL NAME	COMMON NAME	ROOT	SIZE	WATER USE	HEIGHT	SPREA
<u> </u>	<u>Q11</u>	DOTANICAL NAME	COMMONINAME	<u>1001</u>	SIZL	WATER OOL	<u>IILIGIII</u>	SFINEA
		OFFICES	CHADEMACTED LOCUCT	D 0 D		1.014/	40° E0°	20: 40:
SL SH	7	GLEDITSIA TRIACANTHOS INERMIS 'SHADEMASTER' TM	SHADEMASTER LOCUST	B&B	2"CAL	LOW	40`-50`	30`-40`
QU MA	5	QUERCUS MACROCARPA	BURR OAK	B&B	2"CAL	LOW	50`-80`	60,-80,
JL PR	2	ULMUS AMERICANA `PRINCETON`	AMERICAN ELM	B & B	2"CAL	MOD	50`-80`	40`-60`
	EEN TRE	<del></del>	DIMON DIME	D 0 D	0)	\/ED\/   O\A/	05) 00)	45, 00,
PLED	3	PINUS EDULIS	PINON PINE	B&B	6` HEIGHT	VERY LOW	25`-30`	15`-20`
PIHO	2	PICEA PUNGENS 'HOOPSII'	HOOPSII COLORADO SPRUCE	B & B	6` HEIGHT	MOD	20`-25`	10`-15`
PLSY	1	PINUS SYLVESTRIS	SCOTCH PINE	B & B	6` HEIGHT	LOW	40`-50`	25`-30`
	NTAL TR							
CR AM	4	CRATAEGUS AMBIGUA	RUSSIAN HAWTHORN	B & B	1.5"CAL	LOW	15`-25`	15`-20`
//A AD	4	MALUS X `ADIRONDACK`	ADIRONDACK CRABAPPLE	B & B	1.5"CAL	MOD	15`-20`	10`-15`
ECIDUO	US SHRI	JBS						
CO BA	1	CORNUS SERICEA 'BAILEYI'	BAYLEY'S RED TWIG DOGWOOD	CONT.	#5	MOD	9`-12`	9`-10`
DA CM	6	DAPHNE X BURKWOODII 'CAROL MACKIE'	CAROL MACKIE DAPHNE	CONT.	#5	MOD	4`-5`	4`-5`
U AL	10	EUONYMUS ALATUS 'COMPACTUS'	COMPACT BURNING BUSH	CONT.	#5	MOD	7`-8`	7`-8`
PR PB	9	PRUNUS BESSEYI PAWNEE BUTTES	CREEPING WESTERN SAND CHERRY	CONT.	#5	LOW	30" MAX.	5`-6`
VERGRE	EEN SHR	UBS						
AR CH	9	ARCTOSTAPHYLOS X COLORADOENSIS 'CHIEFTAIN'	CHIEFTAIN MANZANITA	CONT.	#5	LOW	3`-4`	5`-6`
AR CO	12	ARCTOSTAPHYLOS X COLORADOENSIS	MOCK BEARBERRY MANZANITA	CONT.	#5	LOW	2`-3`	5`-6`
AR PA	21	ARCTOSTAPHYLOS X COLORADOENSIS 'PANCHITO'	PANCHITO MANZANITA	CONT.	#5	LOW	1`-2`	4`-5`
U FC	21	EUONYMUS FORTUNEI 'COLORATUS'	PURPLE-LEAF WINTERCREEPER	CONT.	#5	MOD	1`-2`	2`-3`
U GR	12	EUONYMUS FORTUNEI 'GREEN LANE'	GREEN LANE WINTERCREEPER	CONT.	#5	MOD	1`-2`	2`-3`
IU ME	23	JUNIPERUS SCOPULORUM `MEDORA`	MEDORA JUNIPER	CONT.	#5	<b>VERY LOW</b>	15`-20`	4`-6`
IU SP	25	JUNIPERUS CHINENSIS 'SPARTAN'	SPARTAN JUNIPER	CONT.	<b>#</b> 5	LOW	15`-20`	4`-6`
PI MO	4	PINUS MUGO 'MOPS'	MUGO PINE	CONT.	#5	LOW	2`-3`	2`-3`
RNAME	NTAL GR	ASSES						
BO BA	28	BOUTELOUA GRACILIS `BLONDE AMBITION`	BLOND AMBITION BLUE GRAMA GRASS	CONT.	#1	<b>VERY LOW</b>	2`-3`	1`-2`
CA KF	28	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'	KARL FOERSTER FEATHER REED GRASS	CONT.	#1	LOW	4`-5`	1`-2`
PE HA	36	PENNISETUM ALOPECUROIDES 'HAMELN'	HAMELN FOUNTAIN GRASS	CONT.	#1	LOW	1`-2`	1`-2`
SP HE	48	SPOROBOLUS HETEROLEPIS	PRAIRIE DROPSEED	CONT.	#1	LOW	30" MAX.	1`-2`
PERENNI	ALS							
CE TO	7	CERASTIUM TOMENTOSUM	SNOW IN SUMMER	CONT.	#1	<b>VERY LOW</b>	<1`	2`-3`
A PH	15	LAVANDULA X INTERMEDIA 'PHENOMENAL'	PHENOMENAL LAVENDER	CONT.	#1	LOW	30" MAX.	2`-3`
IE LI	38	NEPETA X 'PSFIKE'	LITTLE TRUDY® CATMINT	CONT.	#1	LOW	1`-2`	1`-2`
PH SU	8	PHLOX SUBULATA	CREEPING PHLOX	CONT.	#1	MOD	<1`	1`-2`
RU FU	13	RUDBECKIA FULGIDA `GOLDSTRUM`	BLACK-EYED SUSAN	CONT.	#1	LOW	1`-2`	1`-2`
ST SI	40	STACHYS BYZANTINA 'SILVER CARPET'	SILVER CARPET LAMB'S EARS	CONT.	#1	VERY LOW	<1`	1`-2`
/E LI	14	VERONICA LIWANENSIS	TURKISH VERONICA	CONT.	#1	LOW	<1`	1`-2`

## IRRIGATED AND NON-IRRIGATED NATIVE SEED MIX

#### DDE ADDDOVED DDVI AND MIV EDOM TOWN OF MEAD DESIGN STANDADDS

COMMON NAME	BOTANICAL NAME	% OF TOTAL	PLS/ACRE
CANADIAN WILDRYE	ELYMUS CANADENSIS	20.2%	2.84
THICKSPIKE WHEATGRASS (CRITANA VARIETY)	ELYMUS LANCEOLATUS	5%	0.71
SLENDER WHEATGRASS (SAN LUIS OR PRYOR VARIETY)	ELYMUS TRACHYCAULUS	14.6%	2.05
WESTERN WHEATGRASS	PASCOPYRUM SMITHII	14.1%	1.98
LITTLE BLUESTEM (CIMARRON OR PASTURA VARIETY)	SCHIZACHYRIUM SCOPARIUM	6%	0.84
SWITCHGRASS (TRAILBLAZAR, NEBRASKA 28, OR BLACKWELL VARIETY)	PANICUM VIRGATUM	2%	0.28
ALKALI SACATON (SALADO VARIETY)	SPOROBOLUS AIROIDES	0.4%	0.06
SAND DROPSEED	SPOROBOLUS CRYPTANDRUS	0.1%	0.02
SIDEOATS GRAMA	<b>BOUTELOUA CURTIPENDULA</b>	8.1%	1.14
BLUE GRAMA (ALMA, BAD RIVER, OR HACHITA VARIETY)	<b>BOUTELOUA GRACILIS</b>	1.8%	0.26
BUFFALOGRASS	BOUTELOUA DACTYLOIDES	27.7%	3.89
	тот	AL 100%	14.07 LBS.

#### **IRRIGATED TURF MIX**

**VORTEX TEXAS BLUEGRASS FROM KORBY SOD LLC** 

#### LANDSCAPE SUMMARY TABLE - PHASE 1

LANDSCAPE ARE	A SITE TREES (DECIDUOUS, ORNAMENTAL, OR EVERGREEN)	SHRUBS	GRASSES
24,167	28	153	140

#### STREET TREE TABLE - PHASE 1

STREET	REQUIREMENT	QUANTITY (LF)	REQUIRED	PROVIDED
THIRD STREET	1 TREE (DECIDUOUS OR ORNAMENTAL) / 40 LF	250	6	6
NOTES:				

1). BECAUSE OF UTILITY CONFLICTS AND BUILDING PROXIMITY, STREET TREES COULD NOT BE PROVIDED ALONG THE FACE OF THE BUILDING. REQUIRED STREET TREES ARE PROVIDED WITHIN AVAILABLE LANDSCAPE AREA.

# LANDSCAPE SUMMARY TABLE - PHASE 2

LANDSCAPE AREA (SF)	SITE TREES (DECIDUOUS, ORNAMENTAL, OR EVERGREEN)	SHRUBS	GRASSES
2,635	8	19	48

# PLANT SCHEDULE - PHASE 2

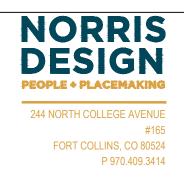
CODE	QTY	BOTANICAL NAME	COMMON NAME	ROOT	SIZE	WATER USE	<u>HEIGHT</u>	SPREAD
DECIDUO	US CAN	OPY TREES						
UL PR	1	ULMUS AMERICANA 'PRINCETON'	AMERICAN ELM	B & B	2"CAL	MOD	50`-80`	40`-60`
ORNAMEI	NTAL TF	REES						
CR AM	2	CRATAEGUS AMBIGUA	RUSSIAN HAWTHORN	B & B	1.5"CAL	LOW	15`-25`	15`-20`
MA AD	4	MALUS X 'ADIRONDACK'	ADIRONDACK CRABAPPLE	B & B	1.5"CAL	MOD	15`-20`	10`-15`
PR AM	1	PRUNUS AMERICANA	AMERICAN PLUM	B & B	1.5"CAL	LOW	15`-20`	10`-15`
DECIDUO	US SHR	UBS						
CO AF	9	CORNUS SERICEA `ARCTIC FIRE`	ARCTIC FIRE DOGWOOD	CONT.	#5	MOD	3`-4`	3`-4`
EU AL	2	EUONYMUS ALATUS 'COMPACTUS'	COMPACT BURNING BUSH	CONT.	#5	MOD	7`-8`	7`-8`
PR PB	1	PRUNUS BESSEYI PAWNEE BUTTES	CREEPING WESTERN SAND CHERRY	CONT.	#5	LOW	30" MAX.	5`-6`
EVERGRE	EEN SHF	RUBS						
AR CO	4	ARCTOSTAPHYLOS X COLORADOENSIS	MOCK BEARBERRY MANZANITA	CONT.	#5	LOW	2`-3`	5`-6`
PI BI	3	PINUS MUGO 'BIG TUNA'	BIG TUNA MUGO PINE	CONT.	#5	LOW	6`-7`	5`-6`
ORNAMEI	NTAL GI	RASSES						
CA KF	18	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'	KARL FOERSTER FEATHER REED GRASS	CONT.	#1	LOW	4`-5`	1`-2`
PE HA	19	PENNISETUM ALOPECUROIDES 'HAMELN'	HAMELN FOUNTAIN GRASS	CONT.	#1	LOW	1`-2`	1`-2`
SP HE	11	SPOROBOLUS HETEROLEPIS	PRAIRIE DROPSEED	CONT.	#1	LOW	30" MAX.	1`-2`
PERENNI	ALS							
CE TO	4	CERASTIUM TOMENTOSUM	SNOW IN SUMMER	CONT.	#1	<b>VERY LOW</b>	<1`	2`-3`
LA PH	10	LAVANDULA X INTERMEDIA `PHENOMENAL`	PHENOMENAL LAVENDER	CONT.	#1	LOW	30" MAX.	2`-3`
ST SI	11	STACHYS BYZANTINA 'SILVER CARPET'	SILVER CARPET LAMB'S EARS	CONT.	#1	<b>VERY LOW</b>	<1`	1`-2`
VE LI	11	VERONICA LIWANENSIS	TURKISH VERONICA	CONT.	#1	LOW	<1`	1`-2`

#### LANDSCAPE NOTES

- THE CONTRACTOR SHALL FOLLOW THE LANDSCAPE PLANS AND SPECIFICATIONS AS CLOSELY AS POSSIBLE. ANY SUBSTITUTION OR ALTERATION SHALL NOT BE ALLOWED WITHOUT APPROVAL OF THE OWNER'S REPRESENTATIVE. OVERALL PLANT QUANTITY AND QUALITY SHALL BE CONSISTENT WITH THE PLANS.
- THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL PLANT QUANTITIES. GRAPHIC QUANTITIES TAKES PRECEDENCE OVER WRITTEN QUANTITIES.
- 3. THE OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO INSPECT AND TAG ALL PLANT MATERIAL PRIOR TO SHIPPING TO THE SITE. IN ALL CASES, THE OWNER'S REPRESENTATIVE MAY REJECT PLANT MATERIAL AT THE SITE IF MATERIAL IS DAMAGED, DISEASED, OR DECLINING IN HEALTH AT THE TIME OF ONSITE INSPECTIONS OR IF THE PLANT MATERIAL DOES NOT MEET THE MINIMUM SPECIFIED STANDARD IDENTIFIED ON THE PLANS AND IN THE SPECIFICATIONS. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER'S REPRESENTATIVE FOR INSPECTION AND APPROVAL OF ALL MATERIALS AND PRODUCTS PRIOR TO INSTALLATION.
- 4. THE OWNER'S REPRESENTATIVE MAY ELECT TO UPSIZE PLANT MATERIAL AT THEIR DISCRETION BASED ON SELECTION, AVAILABILITY, OR TO ENHANCE SPECIFIC AREAS OF THE PROJECT. THE CONTRACTOR SHALL VERIFY PLANT MATERIAL SIZES WITH OWNER'S REPRESENTATIVE PRIOR TO PURCHASING, SHIPPING OR STOCKING OF PLANT MATERIALS. SUBMIT CHANGE ORDER REQUEST TO OWNER'S REPRESENTATIVE FOR APPROVAL IF ADDITIONAL COST IS REQUESTED BY THE CONTRACTOR PRIOR TO INSTALLATION. RE-STOCKING CHARGES WILL NOT BE APPROVED IF THE CONTRACTOR FAILS TO SUBMIT A REQUEST FOR MATERIAL CHANGES.
- 5. REFER TO IRRIGATION PLANS FOR LIMITS AND TYPES OF IRRIGATION DESIGNED FOR THE LANDSCAPE. IN NO CASE SHALL IRRIGATION BE EMITTED WITHIN THE MINIMUM DISTANCE FROM BUILDING OR WALL FOUNDATIONS AS STIPULATED IN THE GEOTECHNICAL REPORT. ALL IRRIGATION DISTRIBUTION LINES, HEADS AND EMITTERS SHALL BE KEPT OUTSIDE THE MINIMUM DISTANCE AWAY FROM ALL BUILDING AND WALL FOUNDATIONS AS STIPULATED IN THE GEOTECHNICAL REPORT.
- 6. LANDSCAPE MATERIAL LOCATIONS SHALL HAVE PRECEDENCE OVER IRRIGATION MAINLINE AND LATERAL LOCATIONS. COORDINATE INSTALLATION OF IRRIGATION EQUIPMENT SO THAT IT DOES NOT INTERFERE WITH THE PLANTING OF TREES OR OTHER LANDSCAPE
- 7. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING POSITIVE DRAINAGE EXISTS IN ALL LANDSCAPE AREAS. SURFACE DRAINAGE ON LANDSCAPE AREAS SHALL NOT FLOW TOWARD STRUCTURES AND FOUNDATIONS. MAINTAIN SLOPE AWAY FROM FOUNDATIONS PER THE GEOTECHNICAL REPORT RECOMMENDATIONS. ALL LANDSCAPE AREAS BETWEEN WALKS AND CURBS SHALL DRAIN FREELY TO THE CURB UNLESS OTHERWISE IDENTIFIED ON THE GRADING PLAN. IN NO CASE SHALL THE GRADE, TURF THATCH, OR OTHER LANDSCAPE MATERIALS DAM WATER AGAINST WALKS. MINIMUM SLOPES ON LANDSCAPE AREAS SHALL BE 2%; MAXIMUM SLOPE SHALL BE 25% UNLESS SPECIFICALLY IDENTIFIED ON THE PLANS OR APPROVED BY THE OWNER'S REPRESENTATIVE.

- 8. PRIOR TO INSTALLATION OF PLANT MATERIALS, AREAS THAT HAVE BEEN COMPACTED OR DISTURBED BY CONSTRUCTION ACTIVITY SHALL BE THOROUGHLY LOOSENED TO A DEPTH OF 8" - 12" AND AMENDED PER SPECIFICATIONS.
- 9. ALL LANDSCAPED AREAS ARE TO RECEIVE ORGANIC SOIL PREPARATION AT 5 cu.yrds/1,000sf OR AS NOTED IN THE TECHNICAL SPECIFICATIONS.
- 10. TREES SHALL NOT BE LOCATED IN DRAINAGE SWALES, DRAINAGE AREAS, OR UTILITY EASEMENTS. CONTACT OWNER'S REPRESENTATIVE FOR RELOCATION OF PLANTS IN QUESTIONABLE AREAS PRIOR TO INSTALLATION.
- 11. THE CENTER OF EVERGREEN TREES SHALL NOT BE PLACED CLOSER THAN 8' AND THE CENTER OF ORNAMENTAL TREES CLOSER THAN 6' FROM A SIDEWALK, STREET OR DRIVE LANE. EVERGREEN TREES SHALL NOT BE LOCATED ANY CLOSER THAN 15' FROM IRRIGATION ROTOR HEADS. NOTIFY OWNER'S REPRESENTATIVE IF TREE LOCATIONS CONFLICT WITH THESE STANDARDS FOR FURTHER DIRECTION.
- 12. ALL EVERGREEN TREES SHALL BE FULLY BRANCHED TO THE GROUND AND SHALL NOT EXHIBIT SIGNS OF ACCELERATED GROWTH AS DETERMINED BY THE OWNER'S REPRESENTATIVE.
- 13. ALL TREES ARE TO BE STAKED AND GUYED PER DETAILS FOR A PERIOD OF 1 YEAR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING STAKES AT THE END OF 1 YEAR FROM ACCEPTANCE OF LANDSCAPE INSTALLATION BY THE OWNER'S REPRESENTATIVE. OBTAIN APPROVAL BY OWNER'S REPRESENTATIVE PRIOR TO REMOVAL. 14. ALL TREES IN SEED OR TURF AREAS SHALL RECEIVE MULCH RINGS. OBTAIN APPROVAL
- FROM OWNER'S REPRESENTATIVE FOR ANY TREES THAT WILL NOT BE MULCHED FOR EXCESSIVE MOISTURE REASONS. 15. SHRUB, GROUNDCOVER AND PERENNIAL BEDS ARE TO BE CONTAINED BY 6" x 14 GAUGE
- GREEN, ROLL TOP, INTERLOCKING TYPE EDGER, RYERSON OR EQUAL. EDGER IS NOT REQUIRED WHEN ADJACENT TO CURBS, WALLS, WALKS OR SOLID FENCES WITHIN 3" OF PRE-MULCHED FINAL GRADE. EDGER SHALL NOT BE REQUIRED TO SEPARATE MULCH TYPES UNLESS SPECIFIED ON THE PLANS.
- 16. ALL SHRUB BEDS ARE TO BE MULCHED WITH MIN. 4" DEPTH, ROCK MULCH LANDSCAPE MULCH OVER SPECIFIED GEOTEXTILE WEED CONTROL FABRIC. ALL GROUND COVER AND PERENNIAL FLOWER BEDS SHALL BE MULCHED WITH 4" DEPTH GORILLA HAIR CEDAR LANDSCAPE MULCH. NO WEED CONTROL FABRIC IS REQUIRED IN GROUNDCOVER OR PERENNIAL AREAS.





**NORRIS-DESIGN.COM** 



COMMUNITY D ST. MEAD, C MEAD CC 401 3RD



SITE PLAN SUBMITTAL DATE:

18 MARCH, 2024 **REVISIONS:** 

DRAWN BY: KS/SL/EN

**REVIEWED BY:** KS/RH PROJECT #: 2206

**DRAWING TITLE:** LANDSCAPE NOTES

SHEET# 16 of 32

TOWN OF MEAD APPROVAL

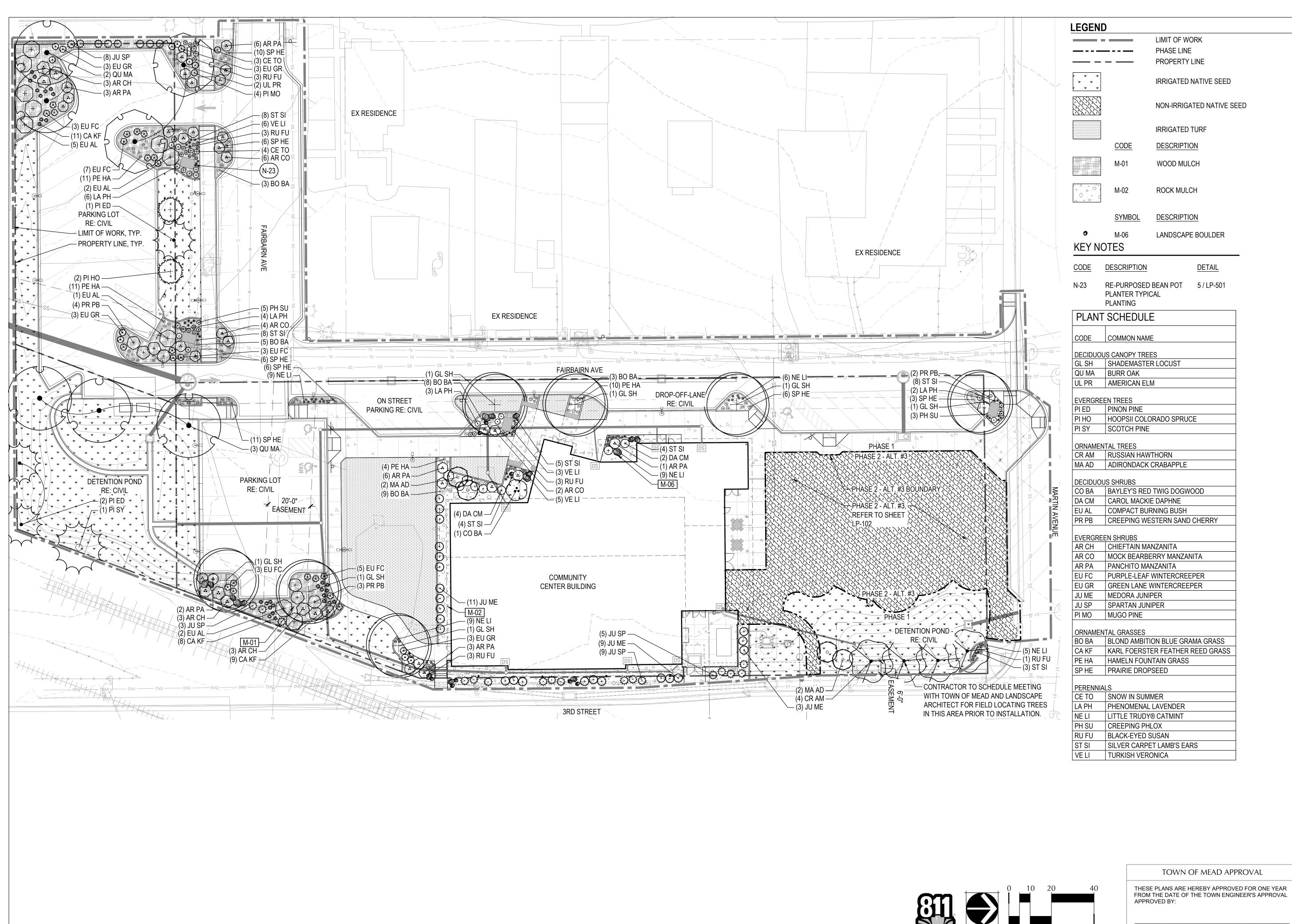
THESE PLANS ARE HEREBY APPROVED FOR ONE YEAR FROM THE DATE OF THE TOWN ENGINEER'S APPROVAL

TOWN ENGINEER

APPROVED BY:

Section 9, Item e.

96



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ENTER 80513 MEAD C 401 3RI



SITE PLAN SUBMITTAL DATE:

18 MARCH, 2024

**REVISIONS:** 

DRAWN BY: KS/SL/EN REVIEWED BY:

KS/RH PROJECT #:

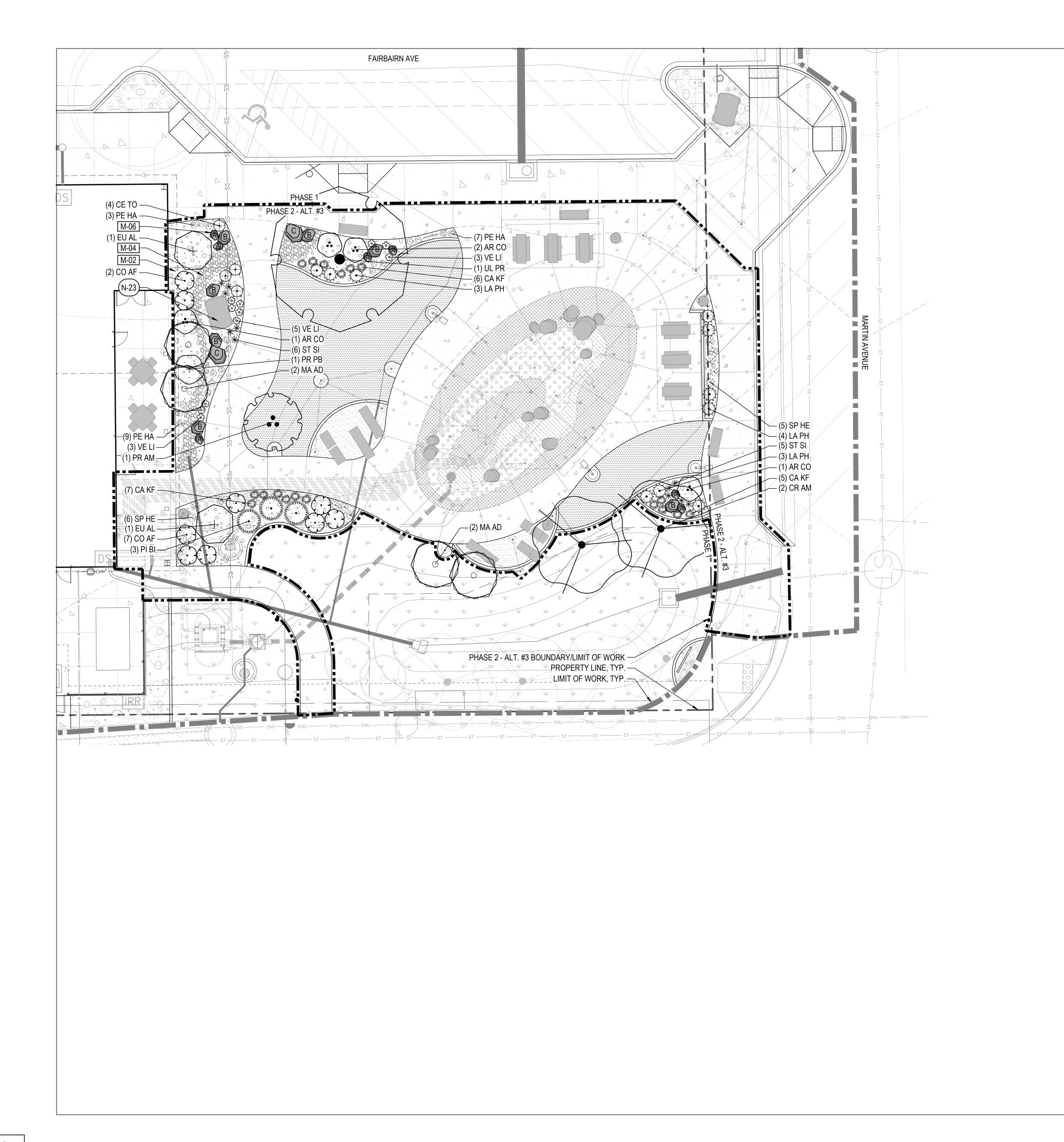
2206 DRAWING TITLE:

PHASE 1 LANDSCAPE PLAN

SHEET #: LP-101 SHEET # 17 of 32

Section 9, Item e.

TOWN ENGINEER





LIMIT OF WORK

PHASE LINE

PROPERTY LINE

IRRIGATED NATIVE SEED

\* \* IRRIGATED TURF

CODE DESCRIPTION

M-02 ROCK MULCH

COBBLE

M-04

SYMBOL DESCRIPTION

M-06 LANDSCAPE BOULDER

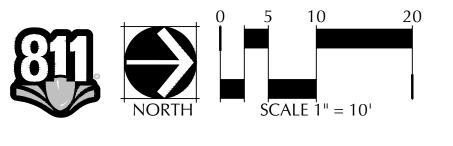
## **KEY NOTES**

CODE DESCRIPTION D

N-23 RE-PURPOSED BEAN POT 5 / LP-501 PLANTER TYPICAL PLANTING

PLAN <sup>3</sup>	T SCHEDULE
CODE	COMMON NAME
DECIDUC	OUS CANOPY TREES
UL PR	AMERICAN ELM
	NTAL TREES
CR AM	RUSSIAN HAWTHORN
MA AD	ADIRONDACK CRABAPPLE
PR AM	AMERICAN PLUM
	DUS SHRUBS
CO AF	ARCTIC FIRE DOGWOOD
EU AL	COMPACT BURNING BUSH
PR PB	CREEPING WESTERN SAND CHERRY
EVED OD	TEN GURURO
	EEN SHRUBS
AR CO	MOCK BEARBERRY MANZANITA
PI BI	BIG TUNA MUGO PINE
ORNAME	NTAL GRASSES
CA KF	KARL FOERSTER FEATHER REED GRAS
PE HA	HAMELN FOUNTAIN GRASS
SP HE	PRAIRIE DROPSEED
	-1
PERENNI	
CE TO	SNOW IN SUMMER
LA PH	PHENOMENAL LAVENDER
ST SI	SILVER CARPET LAMB'S EARS
\ /E	TUDICIOLI) (EDONIOA

VE LI TURKISH VERONICA



TOWN OF MEAD APPROVAL

THESE PLANS ARE HEREBY APPROVED FOR ONE YEAR FROM THE DATE OF THE TOWN ENGINEER'S APPROVAL APPROVED BY:

TOWN ENGINEER DATE

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HOTE PUCTIONS CONSTRUCTIONS

MEAD COMMUNITY CENTER 401 3RD ST. MEAD, CO 80513



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18 MARCH, 2024

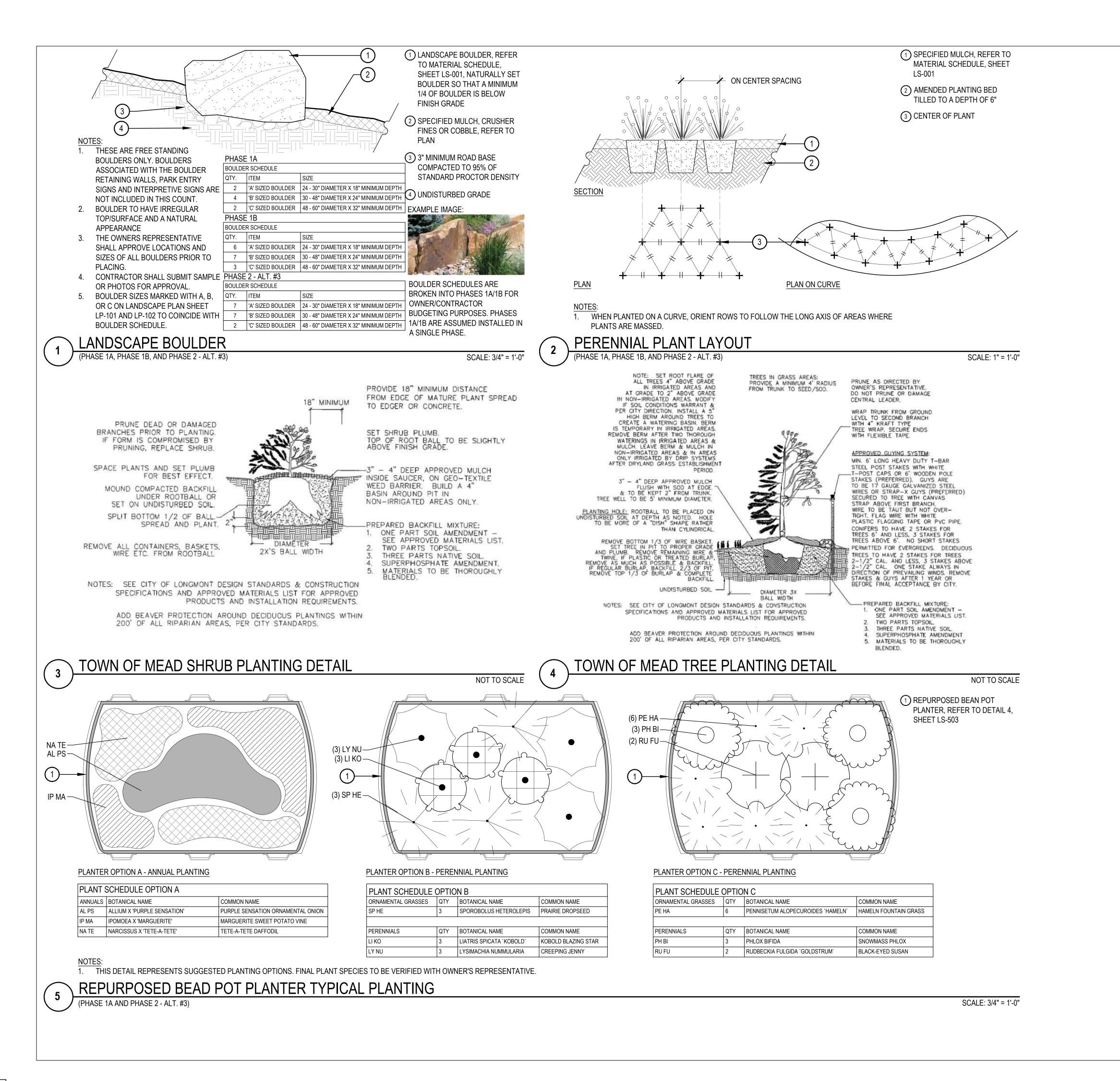
REVISIONS:

REVISIONS:

DRAWN BY:
KS/SL/EN
REVIEWED BY:
KS/RH
PROJECT #:
2206

2206 Drawing title: PHASE 2 LANDSCAPE PLAN

SHEET #: LP-102
SITE PLAN 18 of 32



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KS/RH PROJECT #:

2206 **DRAWING TITLE:** 

LANDSCAPE DETAILS

SITE PLAN 19 of 32

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TOWN OF MEAD APPROVAL

TOWN ENGINEER

Section 9, Item e.

#### IRRIGATION GENERAL NOTES

- THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO INSTALL THE IMPROVEMENTS SHOWN ON THE PLANS.
- THE CONTRACTOR SHALL COORDINATE AS NECESSARY WITH THE GENERAL CONTRACTOR AND OWNER'S REPRESENTATIVE FOR SUCCESSFUL COMPLETION OF THIS WORK.
- ALL IRRIGATION EQUIPMENT IS TO BE AS SPECIFIED OR APPROVED EQUAL PER THE DISCRETION OF THE OWNER'S REPRESENTATIVE. THE CONTRACTOR ASSUMES ALL LIABILITY ASSOCIATED WITH THE MODIFICATION OF THE IRRIGATION SYSTEM DESIGN WITHOUT NOTIFYING THE OWNER'S REPRESENTATIVE.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONDUCT A THOROUGH SITE INSPECTION AND REVIEW OF THE PROJECT CONSTRUCTION DOCUMENTS INCLUDING BUT NOT LIMITED TO THE FOLLOWING: LANDSCAPE PLAN, UTILITY PLAN, CIVIL UTILITY PLAN, ARCHITECTURE PLAN, GRADING AND DRAINAGE PLAN AND ALL OTHER ASSOCIATED PLANS AND SPECIFICATIONS THAT AFFECT THIS WORK PRIOR TO START OF WORK. IF THE AND CONTRACTOR OBSERVES ANY DISCREPANCIES AMONG THE CONSTRUCTION DOCUMENTS AND THE EXISTING CONDITIONS ON SITE, IT IS THEIR RESPONSIBILITY TO CONTACT THE OWNER'S REPRESENTATIVE IMMEDIATELY.
- THE CONTRACTOR MUST VERIFY THE LOCATION OF ALL PUBLIC AND PRIVATE UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. IF THE CONTRACTOR FAILS TO DO SO AND DAMAGES ANY UNDERGROUND UTILITIES. THE CONTRACTOR SHALL PAY FOR ANY REPAIR WORK ASSOCIATED WITH SAID DAMAGES.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE ADEQUATE VERTICAL AND HORIZONTAL SEPARATION BETWEEN ALL IRRIGATION DISTRIBUTION LINES AND ALL UTILITIES (EXISTING OR PROPOSED), CONDUIT, STORM WATER COMPONENTS, DRAINS, ETC.
- THE CONTRACTOR SHALL CONFORM TO ALL LOCAL AND STATE REGULATIONS AND INSTALL THE IRRIGATION SYSTEM AND ITS COMPONENTS PER MANUFACTURER'S SPECIFICATIONS. THE CONTRACTOR SHALL OBTAIN AND PROVIDE PAYMENT FOR ALL PERMITS REQUIRED BY ANY LOCAL AND STATE AGENCIES AND UTILITY COMPANIES HAVING JURISDICTION OVER THIS SITE
- THE CONTRACTOR IS RESPONSIBLE FOR SCHEDULING AND PAYING FOR CERTIFICATION OF THE BACKFLOW PREVENTER BY A STATE CERTIFIED INSPECTOR. THE CONTRACTOR SHALL PROVIDE CERTIFICATES TO OWNER'S REPRESENTATIVE PRIOR TO PROJECT ACCEPTANCE.
- IT IS THE INTENT OF THIS DESIGN THAT ALL IRRIGATION EQUIPMENT BE INSTALLED WITHIN LANDSCAPE AREAS AND WITHIN THE PROJECT LIMITS. EQUIPMENT SHOWN OUTSIDE OF THESE LIMITS IS SHOWN FOR GRAPHIC CLARITY ONLY. IF THERE IS A QUESTION REGARDING THE LOCATION OF ANY COMPONENT OF THE IRRIGATION SYSTEM, IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE OWNER'S REPRESENTATIVE. IF THE CONTRACTOR NEGLECTS TO NOTIFY THE NECESSARY PARTIES, THE CONTRACTOR SHALL PAY FOR ANY REPLACEMENT OR MODIFICATION TO ENSURE PROPER LOCATION AND OPERATION OF THE IRRIGATION SYSTEM AND ITS COMPONENTS.
- 10. ALL IRRIGATION DISTRIBUTION LINES AND EQUIPMENT INCLUDING BUT NOT LIMITED TO, MAINLINE, LATERALS, SPRAY HEADS, DRIP EMITTERS SHALL BE KEPT A MINIMUM DISTANCE OF 6' AWAY FROM ALL BUILDING AND WALL FOUNDATIONS, OR AS STIPULATED IN THE GEOTECHNICAL REPORT, WHICHEVER IS GREATER. EQUIPMENT MAY BE SHOWN IN THIS AREA FOR GRAPHIC CLARITY. COORDINATE ALL REQUIRED SETBACKS WITH OWNER'S REPRESENTATIVE PRIOR TO START OF WORK.
- EACH VALVE SHALL BE INSTALLED IN A SEPARATE VALVE BOX AS DETAILED. ALL VALVE BOXES AND LIDS SHALL BE COMMERCIAL GRADE, PLASTIC WITH SELF LOCKING COVERS. LID COLOR TO BE GREEN. INSTALL FLUSH TO FINISH GRADE AND PER CONSTRUCTION DETAILS. DO NOT INSTALL IN PAVED AREAS OR IN BOTTOMS OF DRAINAGE SWALES/BASINS.
- 12. CONTRACTOR SHALL INSTALL DETECTABLE MARKING TAPE OR #14g DIRECT BURY TRACER WIRE IN ALL PRESSURE MAINLINE TRENCHES. SEE IRRIGATION DETAILS FOR MORE INFORMATION.
- 13. PLANT MATERIAL LOCATIONS TAKE PRECEDENCE OVER ROUTING OF IRRIGATION PIPING. COORDINATE INSTALLATION OF IRRIGATION EQUIPMENT SO THAT IT DOES NOT INTERFERE WITH THE PLANTING OF TREES OR OTHER LANDSCAPE MATERIAL
- 14.  $\,\,$  THE CONTRACTOR SHALL MARK THE LOCATION OF THE MAINLINE, CONTROL VALVES, GATE VALVES AND HEAD LAYOUT OF A
- REPRESENTATIVE SPRAY ZONE. SCHEDULE A REVIEW WITH THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION. 15. INSTALL SCH. 40 BALL WITH OPERATIONAL INDICATOR AT ENDS OF ALL DRIP LATERALS AS DETAILED. FLUSH ALL LATERALS
- THOROUGHLY BEFORE INSTALLING EMITTERS AND BUBBLERS. 16. CONTRACTOR SHALL FINE TUNE AND ADJUST NOZZLE DIRECTION AND RADIUS TO REDUCE OVERSPRAY ONTO PAVING OR HARD
- 17. CONTRACTOR SHALL INSTALL A QUICK COUPLER IN 10" VALVE BOX AT THE END OF ALL BRANCHES OF THE MAINLINE. OR AS SHOWN ON PLANS, FOR WINTERIZATION AND FLUSHING OF MAINLINE.
- 18. THE CONTRACTOR SHALL PERFORM A PRESSURE TEST ON ALL MAINLINES. CONTRACTOR SHALL PRESSURIZE MAINLINES TO 120 PSI AND MAINTAIN PRESSURE AT 120 PSI FOR A MINIMUM CONTINUOUS PERIOD OF TWO (2) HOURS TO ACHIEVE FINAL ACCEPTANCE.
- 19. THIS IRRIGATION SYSTEM HAS BEEN DESIGNED TO OPERATE DURING A THREE(3) NIGHT PER WEEK, TWELVE(12) HOURS PER NIGHT WATERING WINDOW. DRIP IRRIGATION ZONES MAY BE ALLOWED TO RUN ON A SEPARATE SCHEDULE FROM THIS WATER WINDOW DEPENDING JURISDICTION. LANDSCAPE ESTABLISHMENT WILL REQUIRE INCREASED IRRIGATION WATER FOR DURATION OF THE ESTABLISHMENT PERIOD AND MAY REQUIRE TWICE THE AMOUNT OF WATER AS ESTABLISHED PLANT MATERIAL. THE CONTRACTOR SHALL COORDINATE WATERING SCHEDULES AND APPLICATION RATES WITH THE OWNER'S REPRESENTATIVE PRIOR TO FINAL
- 20. THE DESIGN IS BASED ON THE FOLLOWING PROJECTED PEAK SEASON WEEKLY APPLICATION RATES AFTER ESTABLISHMENT. THESE FIGURES WILL NEED TO BE ADJUSTED DUE TO SEASONAL CHANGES AND VARIABLE WEATHER CONDITIONS.
- FESCUE/BLUEGRASS BLEND TURF 1.75" PER WEEK PEAK SEASON
- TREE, SHRUB, AND PERENNIAL PLANT MATERIAL 1.00" PER WEEK PEAK SEASON
- NATIVE DROUGHT TOLERANT SEED MIX 0.75" PER WEEK PEAK SEASON
- 21. THE CONTRACTOR SHALL PROVIDE A SEASONAL MAINTENANCE SCHEDULE WHICH SHALL BEGIN ON APRIL 15TH AND END ON OCTOBER 15TH TO ENSURE THE EFFICIENCY AND LONGEVITY OF THE IRRIGATION SYSTEM. THE MAINTENANCE SCHEDULE SHALL INCLUDE BUT IS NOT LIMITED TO THE FOLLOWING LIST OF BEST MANAGEMENT PRACTICES:
- CHECK HEADS FOR COVERAGE AND LEAKAGE.

ACCEPTANCE.

- CHECK CONTROLLER PROGRAMMING AND ADJUST FOR SEASONAL CHANGES AS NECESSARY.
- VERIFY THAT THE WATER SUPPLY AND PRESSURE ARE AS STATED IN THE DESIGN.
- CERTIFY THE BACKFLOW PREVENTION DEVICE AND SUBMIT TEST RESULTS TO THE PROPERTY MANAGER.
- PERIODICALLY VERIFY THE THE SENSORS IN THE IRRIGATION SYSTEM ARE OPERATING CORRECTLY WINTERIZATION AND SPRING START UP PROCEDURES.

#### IRRIGATION POINT OF CONNECTION NOTES

POINT OF CONNECTION: THERE IS ONE (1) POINT OF CONNECTION ON THIS PROJECT.

- POC #1 : 1" DEDICATED IRRIGATION STUB OUT, LOCATED IN LANDSCAPE NORTH OF THE BUILDING MECHANICAL ROOM. CONTRACTOR IS TO LOCATE AND CONNECT DOWNSTREAM OF THE DEDICATED POTABLE IRRIGATION STUB OUT (PROVIDED) BY OTHERS) WITH TYPE K COPPER AT A DEPTH OF 24" OR PER LOCAL CODE, WHICHEVER IS GREATER. TRANSITION TO AND EXTEND CLASS 200 PVC MAINLINE TO THE 1" DRAIN VALVE, GATE VALVE, MASTER VALVE, FLOW SENSOR, QUICK COUPLER AND EXTEND MAINLINE TO VALVES AS SHOWN.
- CONTROLLER LOCATION: THERE IS ONE (1) CONTROLLER ON THIS PROJECT.
- CONTROLLER A: WALL MOUNTED CONTROLLER LOCATED ON THE EAST SIDE OF THE MECHANICAL YARD, AS SHOWN ON PLAN.
- CONTROLLER SHALL BE PROGRAMMED TO RUN MULTIPLE VALVES AT ONE TIME WITH A MAXIMUM TOTAL OF 18 GPM. CONTROLLER, TO BE MOUNTED PER DETAILS AND MANUFACTURER'S SPECIFICATIONS.
- CONTRACTOR TO COORDINATE WITH OWNER'S REPRESENTATIVE AND ELECTRICAL PLANS FOR POWER SERVICE. ALL ELECTRICAL EQUIPMENT AND POWER CONNECTION INSTALLATION SHALL CONFORM TO ALL LOCAL CODES. INSTALL A LINE VOLTAGE SURGE DEVICE (INTERMATIC AG2401C3/ OR SQUARE D SDSA1175) FOR 120V IN A JUNCTION BOX PRIOR TO
- RAIN/FREEZE SENSOR: MOUNT THE RAIN SENSOR ON BUILDING EAVE IN PROXIMITY TO THE CONTROLLER. THE SENSOR SHALL BE MOUNTED IN A LOCATION IN FULL SUN AND OPEN TO RAINFALL. SENSOR SHALL BE NO MORE THAN 200' FROM WIRELESS RECEIVER. MOUNT WIRELESS RECEIVER ON OR ADJACENT TO THE IRRIGATION CONTROLLER
- SYSTEM PRESSURE: THE SYSTEM HAS BEEN DESIGNED PER THE FOLLOWING SPECIFICATIONS: REQUIRED MINIMUM STATIC PRESSURE OF 75 PSI AND MAXIMUM SAFE VELOCITY OF 5 FPS IN ANY PVC PIPE AND 7.5 FPS IN ANY COPPER PIPE.

PER THOMPSON VALLEY WATER DISTRICT THE STATIC PRESSURE ON SITE IS APPROXIMATELY 90 PSI.

- THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE PRESSURE IN THE FIELD AT THE POINT OF CONNECTION BEFORE CONSTRUCTION BEGINS AND FOR NOTIFYING THE OWNER'S REPRESENTATIVE OF ANY DISCREPANCY BETWEEN THE DESIGN PRESSURE OF THE SYSTEM AND THE MEASURED PRESSURE IN THE FIELD. IF THE CONTRACTOR FAILS TO NOTIFY OWNER'S REPRESENTATIVE OF SUCH DISCREPANCIES, THEN THE CONTRACTOR ASSUMES ALL LIABILITY AND COSTS ASSOCIATED WITH SYSTEM MODIFICATIONS TO ACCOMMODATE THE ACTUAL PRESSURE
- 4. FLOW SENSOR: SENSOR REQUIRES A MINIMUM FLOW FOR PROPER READINGS. MULTIPLE ZONES MAY BE REQUIRED TO RUN SIMULTANEOUSLY TO ACHIEVE THE MINIMUM FLOWS REQUIRED. CONTRACTOR TO SET 'K' VALUES PER MANUFACTURER. FLOW SENSOR REQUIRES A MINIMUM FLOW OF 0.22 GPM.
- COMMUNICATION: IT IS RECOMMENDED THAT THE IRRIGATION CONTROLLER BE CONNECTED TO A WATER MANAGEMENT CONTROL SOFTWARE FOR OPTIMUM FUNCTION OF THE IRRIGATION SYSTEM. COORDINATE WITH OWNER'S REPRESENTATIVE AND CONTACT THE LOCAL CONTROLLER MANUFACTURER REPRESENTATIVE OR AUTHORIZED VENDOR PRIOR TO ORDERING CONTROLLER FOR COMMUNICATION AND CONNECTIVITY OPTIONS.

#### CONVENTIONAL WIRE NOTES

CONTROLLER.

- 1. GROUNDING FOR THE IRRIGATION CONTROLLER SHALL BE INSTALLED PER THE MANUFACTURER'S SPECIFICATIONS AND PER THE AMERICAN SOCIETY OF IRRIGATION CONSULTANTS GUIDELINE 100-2002 FOR EARTH GROUNDING ELECTRONIC EQUIPMENT IN IRRIGATION SYSTEMS FOUND AT www.asic.org/Design\_Guides.aspx. FOR TECHNICAL SUPPORT REGARDING THE IRRIGATION CONTROLLER OR GROUNDING PLEASE CONTACT THE MANUFACTURER.
- NEW CONTROLLER WIRE SHALL BE 14GA MIN. UL APPROVED WIRE. CONTRACTOR SHALL VERIFY EXISTING CONNECTIONS AND USE UL APPROVED WIRE STRIPPER AND 3M DBY WATERPROOF CONNECTIONS AT ALL NEW SPLICES AND CONNECTION POINTS CONTRACTOR TO INSTALL RED ELECTRIC MARKING TAPE WITH CONTROLLER WIRE THAT IS NOT WITH MAINLINE. WIRES SHALL BE BUNDLED TOGETHER BY BLACK ELECTRICAL TAPE EVERY 10 L.F.
- CONTRACTOR SHALL HAVE 30" OF SPARE CONTROL WIRE PRESENT AT ALL VALVE BOXES AND SPLICE POINTS. SPARE WIRE SHALL BE COILED IN A NEAT AND ORDERLY FASHION AT EACH SLICE POINT.
- 4. CONTRACTOR SHALL EXTEND TWO (2) SPARE CONTROL WIRES, AND ONE (1) SPARE COMMON WIRE AT THE END OF THE MAINLINE. CONTRACTOR SHALL INSTALL ONE (1) WIRE PULL BOX AT EACH END OF THE MAINLINE.

#### SLEEVING COORDINATION NOTES

- INSTALLATION OF IRRIGATION SLEEVING IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR. THE GENERAL CONTRACTOR SHALL COORDINATE WITH THE IRRIGATION CONTRACTOR FOR LOCATION AND SIZING OF SLEEVES PRIOR TO THE START OF CONSTRUCTION.
- SLEEVES SHALL BE INSTALLED PRIOR TO THE START OF PAVING OPERATIONS.
- THE CONTRACTOR SHALL SLEEVE ALL IRRIGATION DISTRIBUTION LINES, VALVE CONTROL WIRES AND COMMUNICATION WIRES UNDER ALL PAVED SURFACES, WALL FOOTERS, DRAINAGE CHANNELS, INLETS, CATCH BASINS, ETC.
- ALL SLEEVES SHALL EXTEND A MINIMUM OF 12" BEYOND EDGE OF ALL OBSTRUCTIONS. NO TEES, ELLS OR OTHER TURNS IN PIPING SHALL BE LOCATED UNDER ANY OBSTRUCTIONS.
- EACH PIPE SHALL BE IN A SEPARATE SLEEVE. WIRES SHALL BE IN A SEPARATE PIPE UNDER ALL PAVED SURFACES.
- SLEEVING SHALL BE INSTALLED PER THE SIZES AND QUANTITIES SHOWN ON THE PLANS BASED ON THE CHART BELOW. PIPING REQUIRED SLEEVE SIZE

FIFING	INLIQUINED SELLVE SIZE
MAINLINE PIPING	3" CLASS 200 PVC
LATERAL PIPING	2X NOMINAL DIAMETER OF LATERAL
CONTROL WIRES	2" CLASS 200 PVC (2.5" 45 WIRES +)
CONTINUE WINCE	2 02/100/2001 10 (2.0 10 11/11/20

<u>IRRIGATION</u>	SCHEDULE					
SYMBOL	DESCRIPTION	MODEL NO. DESCRIPTION			I	ETAIL D SHEET
	IRRIGATION POINT OF	1" DEDICATED IRRIGATION STU	IB OUT (BY OTHERS)			
POC X	CONNECTION	REFER TO CIVIL, UTILITY, AND V	,		NA	NA
	IRRIGATION	WEATHERMATIC SL4824-SLW5 +	VEATHERMATIC SL4824-SLW5 + SLWM-SS-4800 + SL-AIRCARDFLOW-ATT			11.502
С	CONTROLLER	120VAC POWER REQUIRED - SE	20VAC POWER REQUIRED - SEE PLANS FOR LOCATION(S)			LI-503
€\$	RAIN	VEATHERMATIC RFS5		2	LI-503	
<b>~</b>	SENSOR	REFER TO CONTROLLER NOTES				
	BACKFLOW PREVENTER	BY OTHERS REFER TO PLUMBING AND MECH	HANICAL PLANS		NA	NA
		MATCO-NORCA 1/2" 201X	IANIOAL I LAIVO			0.4
<b>⊚</b>	MANUAL DRAIN VALVE	REFER TO PLUMBING AND MECH	HANICAL PLANS		D8.09	LI-501
H	ISOLATION GATE	MATCO-NORCA 514TX			D8.10	LI-501
	VALVE	MATCH LINE SIZE, INSTALLED IN	AEP 910L-1G2G VALV	E BOX	D8.03	LI-501
0	QUICK	RAIN BIRD 44LRC	NIVE DOV		D8.03 D8.05	LI-501
	COUPLER	INSTALLED IN AEP 910L-1G2G VA	ALVE BOX		D6.05	
FS	FLOW SENSOR	WITH COMMUNICATION CABLE E	BACK TO SMARTLINK A	AIRCARD. INSTALLED IN	D8.12	LI-501
		AEP 1015-1G2G VALVE BOX				
<u></u>	MASTER VALVE	RAIN BIRD 100EFB-CP SERIES			D8.08	LI-501
	WASTER VALVE	INSTALLED IN AEP 1015-1G2G VA	ALVE BOX			LI-50 I
•	TURF VALVE	RAIN BIRD-PEB SERIES	N I ED IN AED 1015 10		D8.04	LI-501
	ASSEMBLY	WITH SCH 40 BALL VALVE, INSTA PER PLAN	ALLED IN AEP 1013-1G	ZG VALVE BUX, SIZED	D6.04	LI-50 I
	DDID VALVE	RAIN BIRD XCZ-100-PRB				
$\oplus$	DRIP VALVE ASSEMBLY	WITH SCH 40 BALL VALVE, INSTA	ALLED IN AEP 1320-1G	2G VALVE BOX, SIZED	D8.13	LI-502
	ASSEMBLI	PER PLAN				
STRIP 🔲 🗖 🔳 R-VAN14 🔳 💠		RAIN BIRD RD06-SAM-P45 WITH	D.VAN SEDIES NO77I	<b>E</b>		
R-VAN18 • •	TURF ROTARY	NOZZLE PER PLAN	R-VAN SERIES NOZZL	.C	D8.06	LI-502
R-VAN24 <b>⊚ </b>		1102222121111				
Q T H F <b>3 3 8 6</b>						
0000	TURF SPRAY	RAIN BIRD RD06-SAM-PRS30 WI	TH U-SERIES NOZZLE		D8.06	LI-502
0000 000	(FIXED)	NOZZLE PER PLAN				
	TURF SPRAY	RAIN BIRD RD06-SAM-PRS30 WI	TU UE VAN SEDIES NO	1771 E		
<ul><li>8 (1)</li><li>(2) (15)</li></ul>	(ADJUSTABLE)	NOZZLE PER PLAN	IN NE-VAN SERIES NO	/ZZLE	D8.06	LI-502
R-VAN STRIP 🛕 🛕 🛕	,	-				
R-VAN14	NATIVE SEED	RAIN BIRD RD12-S-P45 WITH R-V	AN SERIES NOZZLE		3	LI-503
R-VAN24	ROTARY	NOZZLE PER PLAN				
	TREES IN NATIVE	(2) CONCENTRIC RINGS OF RAIN	BIRD XFS-06-12-CV	RIPLINE	4	LI-503
	PLANTER POT	TRANSITION TO RAIN BIRD XFC	V-09-12		5	LI-504
<b>Ø</b>	ASSEMBLIES	SPACE DRIPPERLINE LATERALS	AT 12" APART			LI-304
	SLEEVING	CLASS 200 PVC			5	LI-503
	SERVICE	REFER TO SLEEVING NOTES  TYPE K COPPER				
	LINE	SIZE: MATCH POC UNLESS OTHE	FRWISE NOTED		NA	NA
	PVC	SCHEDULE 40 PVC BE				11.500
	MAINLINE	SIZE: 1-1/2" UNLESS OTHERWISE	NOTED		6	LI-503
	PVC TURF	CLASS 200 PVC BE			6	LI-503
	LATERAL	SIZE: 1" MINIMUM UNLESS OTHE CLASS 200 PVC	RWISE NOTED			
	PVC TREE LATERAL	SIZE: 1" UNLESS OTHERWISE NO	OTED		6	LI-503
					D0 44	11.500
	DRIP LATERAL	UV RESISTANT POLYETHYLENE SIZE: 3/4" MINIMUM UNLESS OTH			D8.14	LI-502 LI-503
						LI-303
	FLUSH END	SCHEDULE 40 BALL VALVE & O INSTALLED IN AEP 910L-1G2G VA		OR	4	LI-504
	CAP	INSTALLED IN AEP STUL-TOZG VA		UEDIII E		
V	ALVE CALLOUT	DIANT TYPE	EMITTER SC			ODU
	─ VALVE/STATION NUMBE		EMITTER	QTY.	TOTAL	
//	ZONE DESIGNATION:	PERENNIAL / GRASSES	0.5 GPH	TWO EACH	1.0 0	
	T (TREES), S (SHRUBS), G (TURF), N (NATIVE),	DEGIDOGGG GI II (GDG	1.0 GPH	TWO EACH	2.0 0	
X - X	P (PLANTER)	EVERGREEN SHRUBS	1.0 GPH	TWO EACH	2.0 0	3PH
X" XX	, , , , , , , , , , , , , , , , , , , ,	DECIDUOUS TREE	1.0 GPH	EIGHT EACH	8.0 0	3PH
	∼ VALVE FLOW: (GPM)	EVERGREEN TREE	1.0 GPH	EIGHT EACH	8.0 0	3PH
	— VALVE SIZE	TREES IN NATIVE	TREE RING AS	SEMBLY - SEE IRRIGATI	ON SCHED	ULE
			TEC			

IRRIGATION SCHEDULE



2. EMITTER SCHEDULE IS FOR REFERENCE ONLY. THE CONTRACTOR SHALL ADJUST EMITTER AND NUMBER OF EMITTERS BASED ON THE NEEDS OF INDIVIDUAL PLANTS OR PLANT HYDROZONES. 3. 1/4" DISTRIBUTION TUBING NOT TO EXCEED 8' IN LENGTH.

**EMITTER NOTES** 

4. RAIN BIRD DBC-025 DIFFUSER BUG CAP AND TS-025 STAKE ON ALL 1/4" DISTRIBUTION TUBING EMISSION POINTS. 5. REFER TO DRIP IRRIGATION DETAILS 8.14 & 8.15 ON SHEET LI502 AND #1 - #4, SHEET LI-504

1. ALL PLANT MATERIAL SHALL BE IRRIGATED WITH RAIN BIRD XB SERIES PRESSURE COMPENSATING EMITTERS.

ENT 8051 MEAD ( 401 3RI

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C ESSENZA ARCHITECTURE, LLC 2019

THESE PLANS ARE HEREBY APPROVED FOR ONE YEAR FROM THE DATE OF THE TOWN ENGINEER'S APPROVAL APPROVED BY:

TOWN OF MEAD APPROVAL

TOWN ENGINEER

KS/RH PROJECT #: 2206 **DRAWING TITLE:** 

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DRAWN BY: KS/SL/EN **REVIEWED BY:** 

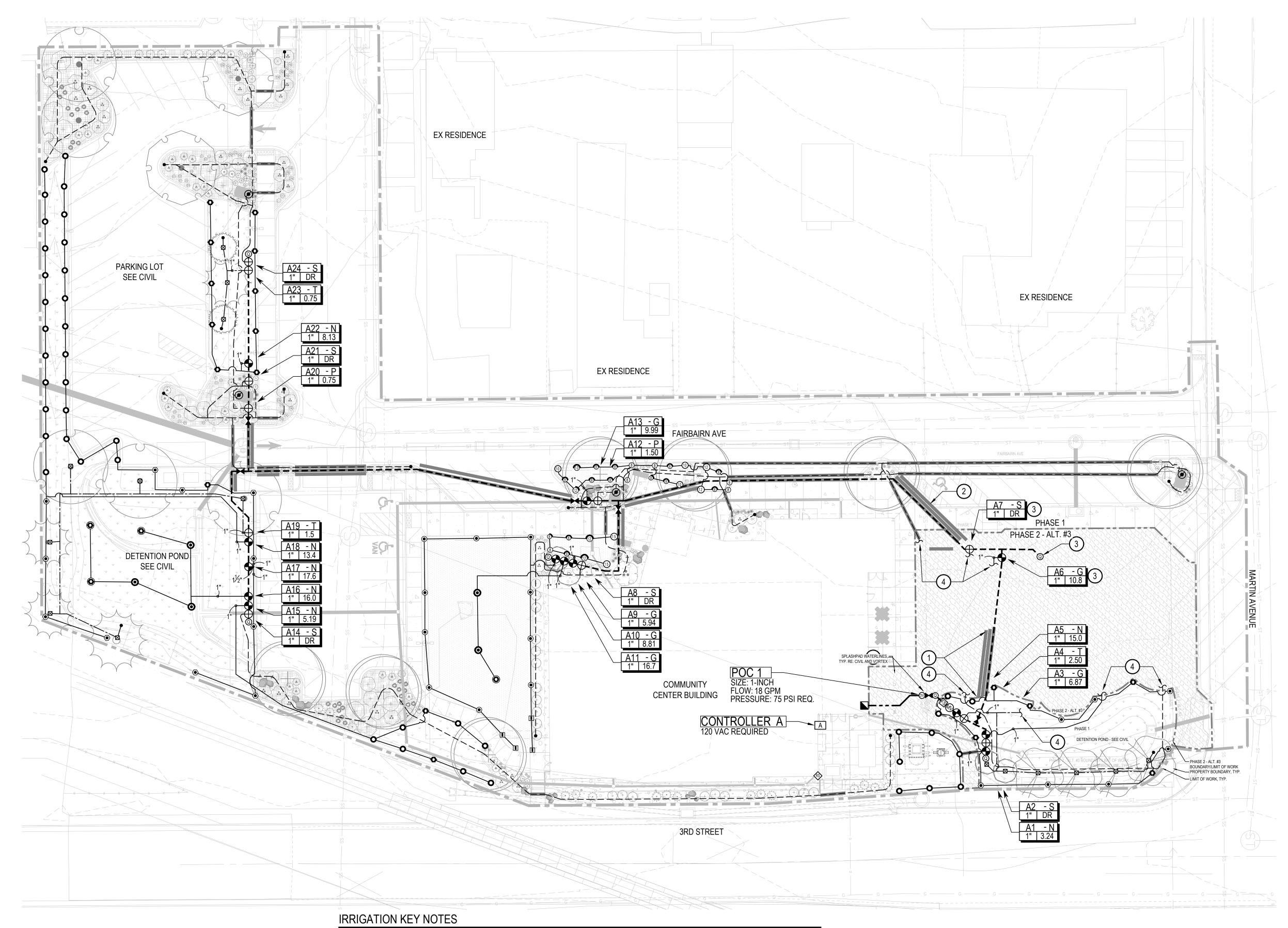
SITE PLAN SUBMITTAL

18 MARCH, 2024

IRRIGATION SCHEDULE

SITE PLAN 20 of 32

Section 9, Item e.



IRRIGATION SCHEDULE				
SYMBOL	DESCRIPTION			
POC X	IRRIGATION POINT OF CONNECTION			
C	IRRIGATION CONTROLLER			
€\$	RAIN SENSOR			
	BACKFLOW PREVENTER			
<b>®</b>	MANUAL DRAIN VALVE			
×	ISOLATION GATE VALVE			
0	QUICK COUPLER			
FS	FLOW SENSOR			
<b>₩</b>	MASTER VALVE			
•	TURF VALVE ASSEMBLY			
$\oplus$	DRIP VALVE ASSEMBLY			
STRIP	TURF ROTARY			
Q T H F © © © © © © © © © © © ©	TURF SPRAY (FIXED)			
® (1) (2) (15)	TURF SPRAY (ADJUSTABLE)			
R-VAN STRIP	NATIVE SEED ROTARY			
⊠	TREES IN NATIVE			
<b>②</b>	PLANTER POT ASSEMBLIES			
<b> </b> —	SLEEVING			
	SERVICE LINE			
	PVC MAINLINE			
	PVC TURF LATERAL			
	PVC TREE LATERAL			
	DRIP LATERAL			
	FLUSH END CAP			

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SITE PLAN SUBMITTAL DATE:

18 MARCH, 2024 **REVISIONS:** 

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PHASE 1 IRRIGATION PLAN

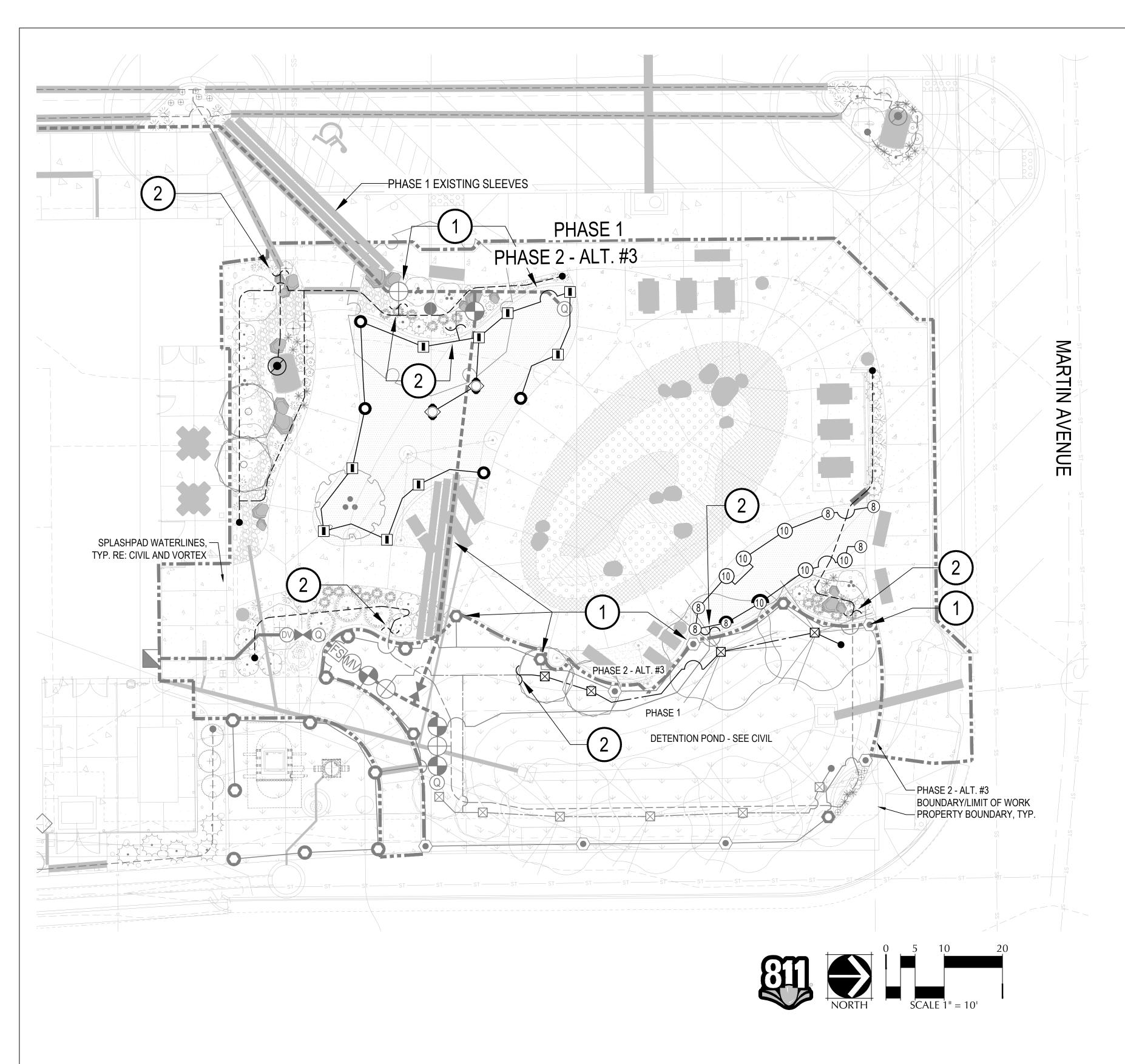
SITE PLAN 21 of 32

THE IRRIGATION CONTRACTOR SHALL COORDINATE WITH THE SPLASH PAD DESIGNER AND OWNER'S REPRESENTATIVE ON THE LOCATION (S) OF THE SPLASH PAD DIDING IN THIS APPROXIMATE LOCATION (SPECIAL PROPERTY OF THE SPLASH PAD DIDING IN THIS APPROXIMATE LOCATION (SPECIAL PROPERTY OF THE SPECIAL PROPERTY OF THE LOCATION(S) OF THE SPLASH PAD PIPING IN THIS APPROXIMATE LOCATION. IRRIGATION MAINLINE AND CONTROL WIRE SHALL BE ROUTED AND INSTALLED TO AVOID CONFLICT WITH THESE PIPES. INSTALL ONE (1) 4-INCH AND TWO (2) 2-INCH CLASS 200 SLEEVES FOR MAINLINE AND CONTROL WIRE PATHS AND EXTEND SLEEVES OVER ENTIRE AREA OF CONFLICT.

THE IRRIGATION CONTRACTOR SHALL INSTALL ONE (1) 4-INCH AND TWO (2) 2-INCH CLASS 200 PVC SLEEVES WITH PHASE 1 CONSTRUCTION FOR FUTURE WALKS. SLEEVES SHALL EXTEND A MINIMUM OF 6-INCHES PAST FUTURE SIDEWALK EDGES. CONFIRM FINAL LOCATIONS AND SLEEVE LENGTHS WITH OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION.

ALL IRRIGATION MAINLINE, SLEEVES AND EQUIPMENT SHOWN SHALL BE INSTALLED IN PHASE 1 CONSTRUCTION AND PROTECTED-IN-PLACE FOR PHASE 2 - ALT. #3 CONSTRUCTION. IRRIGATION CONTRACTOR SHALL COORDINATE WITH OWNER'S REPRESENTATIVE FOR FINAL LOCATIONS, PRIOR TO CONSTRUCTION OF BOTH PHASE 1 AND PHASE 2 - ALT. #3.

THE IRRIGATION CONTRACTOR SHALL ROUTE AND INSTALL SPRINKLER LATERAL TO THE APPROXIMATE LOCATION SHOWN AND CAP FOR FUTURE CONNECTION TO PHASE 2 - ALT. #3 IRRIGATION.



RRIGAT	ION	KFY	NO	TES.	

- DURING PHASE 2 ALT. #3 CONSTRUCTION, THE IRRIGATION CONTRACTOR SHALL FIELD LOCATE AND PROTECT-IN-PLACE THE EXISTING IRRIGATION EQUIPMENT AT THE APPROXIMATE LOCATION SHOWN. REFER TO PHASE 1 CONSTRUCTION DOCUMENTS PRIOR TO THE START PHASE 2 - ALT. #3 CONSTRUCTION.
- THE IRRIGATION CONTRACTOR SHALL FIELD LOCATE AND CONNECT TO EXISTING SPRINKLER LATERAL AT THE APPROXIMATE LOCATION SHOWN. MATCH EXISTING LATERAL PIPE SIZE AND ROUTE NEW LATERALS AS SHOWN ON PLAN.

<b>IRRIGATION</b>	SCHEDULE
SYMBOL	DESCRIPTION
С	EXISTING IRRIGATION CONTROLLER
<₿	RAIN SENSOR
	EXISTING BACKFLOW PREVENTER
DV	EXISTING MANUAL DRAIN VALVE
H	EXISTING ISOLATION GATE VALVE
<b>Q</b>	EXISTING QUICK COUPLER
FS	EXISTING FLOW SENSOR
MV	EXISTING MASTER VALVE
•	EXISTING TURF VALVE ASSEMBLY
$\oplus$	EXISTING DRIP VALVE ASSEMBLY
STRIP	TURF ROTARY
Q T H F ② ③ ④ ④ ④ ⑩ ⑩ ⑩ ① ⑫ ⑫ ⑫ ⑤ ⑥ ⑥ ⑥	TURF SPRAY (FIXED)
8 (1) (2) (1)	TURF SPRAY (ADJUSTABLE)
R-VAN14	EXISTING NATIVE SEED ROTARY
R-VAN STRIP	NATIVE SEED ROTARY
	EXISTING TREES BUBBLER
⊠	TREES BUBBLER
	EXISTING PLANTER POT ASSEMBLIES
<b>(P</b> )	PLANTER POT
	ASSEMBLIES EXISTING SLEEVING
	SLEEVING
	EXISTING SERVICE LINE
	EXISTING PVC MAINLINE
	EXISTING PVC TURF LATERAL
	PVC TURF LATERAL
	EXISTING PVC TREE LATERAL
	PVC TREE LATERAL
	EXISTING DRIP LATERAL
	DRIP LATERAL
<b>-</b>	FLUSH END CAP

	SCHEDULE
SYMBOL	DESCRIPTION
С	EXISTING IRRIGATION CONTROLLER
€\$	RAIN SENSOR
	EXISTING BACKFLOW PREVENTER
(DV)	EXISTING MANUAL DRAIN VALVE
H	EXISTING ISOLATION GATE VALVE
@	EXISTING QUICK COUPLER
FS	EXISTING FLOW SENSOR
MV	EXISTING MASTER VALVE
	EXISTING TURF VALVE ASSEMBLY
$\oplus$	EXISTING DRIP VALVE ASSEMBLY
STRIP	TURF ROTARY
Q T H F Ø Ø Ø Ø Ø Ø Ø Ø Ø Ø Ø Ø	TURF SPRAY (FIXED)
8 (1) (12) (15)	TURF SPRAY (ADJUSTABLE)
R-VAN STRIP A A A A R-VAN14 C C C C C C C C C C C C C C C C C C C	EXISTING NATIVE SEED ROTARY
R-VAN STRIP A A A R-VAN14 C C R-VAN18 C C R-VAN24 C C	NATIVE SEED ROTARY
	EXISTING TREES BUBBLER
⊠	TREES BUBBLER
	EXISTING PLANTER
	POT ASSEMBLIES
<b>②</b>	PLANTER POT ASSEMBLIES
	EXISTING SLEEVING
	SLEEVING
	EXISTING SERVICE LINE
	EXISTING PVC MAINLINE
	EXISTING PVC TURF  LATERAL
	PVC TURF LATERAL
	EXISTING PVC TREE  LATERAL
	PVC TREE LATERAL
	EVIOTINO DEID
	EXISTING DRIP LATERAL DRIP

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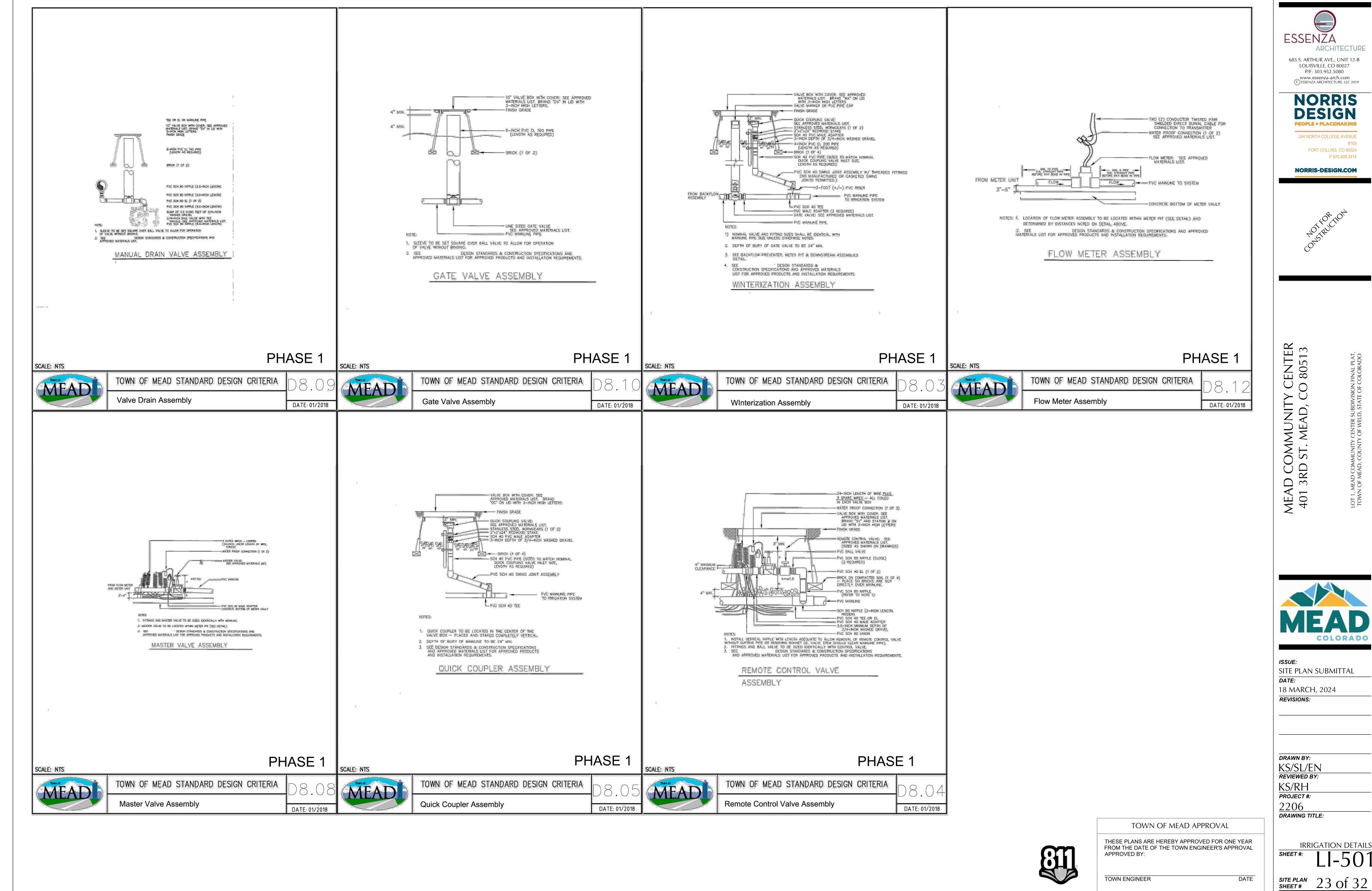
PHASE 2 IRRIGATION PLAN

SITE PLAN 22 of 32

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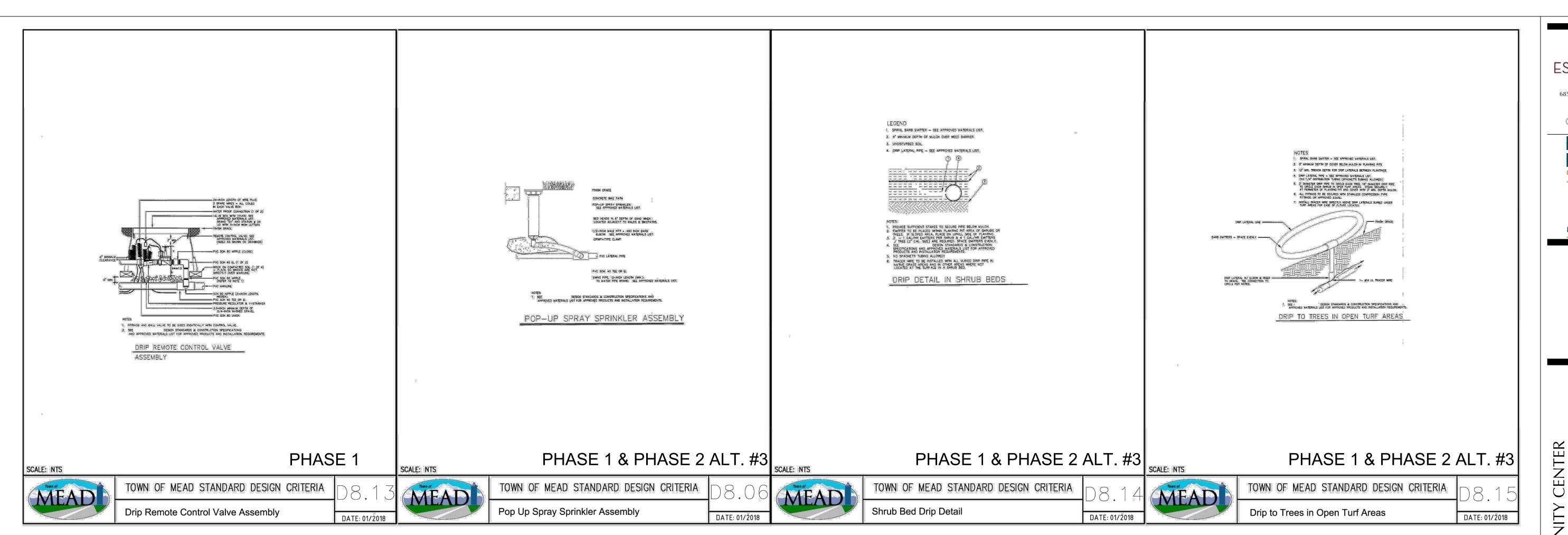
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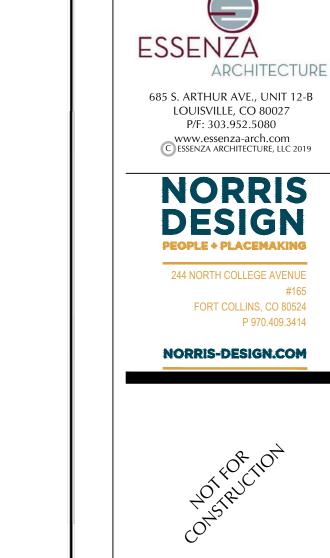


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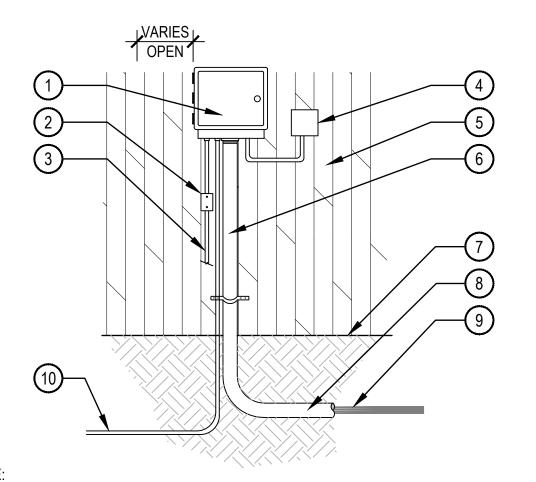
2206 DRAWING TITLE:

IRRIGATION DETAILS

SITE PLAN 24 of 32

TOWN OF MEAD APPROVAL THESE PLANS ARE HEREBY APPROVED FOR ONE YEAR FROM THE DATE OF THE TOWN ENGINEER'S APPROVAL APPROVED BY:

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1. ALL ELECTRICAL AND CONTROLLER WIRE TO BE INSTALLED PER LOCAL CODE AND

- MANUFACTURER'S SPECIFICATIONS. 2. GROUND CONTROLLER PER LOCAL CODE AND MANUFACTURER'S SPECIFICATIONS
- 3. PROVIDE WATERPROOF SEALANT FOR ALL CONDUIT AND WIRE ACCESS POINTS. 4. PROVIDE LOCK FOR ENCLOSURE.

(1) CONTROLLER MOUNT AT EYE-LEVEL PER MANUFACTURER'S RECOMMENDATIONS

2 DISCONNECT SWITCH

3 120 POWER SOURCE IN STEEL CONDUIT

4 WIRELESS SENSOR RECEIVER

5 BUILDING EXTERIOR WALL

(6) RIGID STEEL CONDUIT W/ CONTROL WIRES TO VALVES

(7) FINISH GRADE

8 CONDUIT TO EXTEND 5 FT. **BEYOND WALL** 

9 UF DIRECT BURIAL WIRE TO CONTROL VALVES

(10) UF DIRECT BURIAL WIRE TO **GROUNDING PER ASIC GUIDELINES** 

1. PROVIDE WATERPROOF SEALANT FOR ALL CONDUIT AND WIRE ACCESS POINTS.

2. FINAL LOCATION AND MOUNTING SYSTEM TO BE DETERMINED BY OWNER.

3. SENSOR SHOULD NOT BE MOUNTED UNDER TREES, IN AREAS AFFECTED BY SPRINKLER

PHASE 1

② WRAP 12 GAUGE GALVANIZED WIRE AROUND EACH END OF SLEEVE (10 WRAPS MIN.) AND EXTEND TO SURFACE AS A LOCATING DEVICE

(1) SUITABLE FASCIA, WALL, OR

TO RAINFALL.

CONTROLLER.

**GUTTER MOUNT. MOUNT IN** 

LOCATION WHERE SENSOR CAN

RECEIVE FULL SUN AND IS OPEN

② WIRELESS RAIN SENSOR, LOCATE

(3) SECURE MOUNTING BRACKET TO

EXTERIOR WALL WITH SCREWS

WITHIN 500' OF THE

PER LOCAL CODES

(3) FINISH GRADE / TOP OF DG

4 COMPACT SOIL AROUND SLEEVE TO SAME DENSITY AS ADJACENT UNDISTURBED SOIL WASHED AND GRADED MORTAR

SAND BACKFILL IN ROCKY SOIL CONDITIONS 6 PVC SLEEVE PER SCHEDULE, TWICE DIAMETER OF THE SUM OF

THE PIPES/ WIRES

(7) EXTEND SLEEVES 6" BEYOND EDGES OF PAVING

5. BUNDLE AND TAPE WIRING AT 10' INTERVALS VALVE WIRES TO BE INSTALLED WITHIN MAINLINE TRENCH WHEREVER POSSIBLE BEDDING MATERIAL SHALL BE 1/4" MINUS SAND, AND SHALL BE 3" BELOW LOWEST PIPE OR

WIRE AND 3" ABOVE HIGHEST PIPE OR WEIR WITHIN TRENCH. 8. BEDDING MATERIAL SHALL BE IN MAINLINE TRENCH ONLY.

2. ALL PVC PIPING TO BE SNAKED IN TRENCHES AS SHOWN IN PLAN VIEW ABOVE.

3. ALL 120 VOLT WIRING IN CONDUIT TO BE INSTALLED AS PER LOCAL CODES.

BEDDING IS NOT REQUIRED IN POLYETHYLENE TUBING TRENCHES.

10. EXCAVATED COVER MATERIAL SHALL BE FREE FROM DEBRIS AND ROCKS 1/2" OR GREATER.

4. ALL ELECTRICAL WIRE CONNECTIONS TO VALVES AND SPLICES TO BE INSTALLED WITHIN A

VALVE BOX AND MADE WITH DBY WATERPROOF CONNECTORS, OR APPROVED EQUAL

11. PIPE BEDDING MATERIAL TO BE ROCK AND DEBRIS FREE, BACKFILL IN 6" LIFTS, PUDDLE WITH WATER, BETWEEN LIFTS.

**SECTION** 

ALL MAINLINES TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURER' SPECIFICATIONS. 6 IRRIGATION LATERAL PIPE

PIPE TRENCH

COURTS, ETC.

. AFTER FLUSHING HEADS, REGRADE AND COMPACT AS NEEDED TO RETURN TO FINISH GRADE.

5. COMPACT SOIL AROUND HEAD TO THE SAME DENSITY AS ADJACENT UNDISTURBED SUBGRADE.

3. ADJUST ALL SPRINKLERS HEADS SO THAT NO OVERSPRAY OCCURS ON ANY WALLS, WALKS,

2. SPRINKLERS HEAD SHALL BE LEVEL WITH SURROUNDING FINISHED GRADE.

4. ALL THREADED CONNECTIONS SHALL BE COATED WITH TEFLON TAPE.

12 INCH POP-UP SPRAY

6" MIN. OR PER

LOCAL CODE

1 FINISH GRADE

PHASE 1 & PHASE 2 ALT. #3

SNAKE PVC OR POLYETHYLENE

2 EXCAVATED COVER MATERIAL

(PURPLE MARKING TAPE IF

(5) POLYETHYLENE DRIP LATERAL/

(7) IRRIGATION MAINLINE PIPE

9 BEDDING MATERIAL (SEE NOTES)

SCALE: NTS

(8) VALVE WIRING

DRIP PVC LATERAL PIPE (6" MIN.

COVERAGE, 18" MIN. COVERAGE

BELOW PEDESTRIAN WALKS.)

PIPE IN TRENCH

4 MAINLINE MARKING TAPE

(SEE NOTES)

RECLAIMED)

(3) FINISH GRADE

2 12" POP-UP SPRAY HEAD PER SCHEDULE

3 PVC LATERAL PIPE PER SCHEDULE

(4) SWING JOINT ASSEMBLY

5 PVC SCH. 40 TEE OR ELL (S x T)

6 WALLS, WALKS, COURTS, CURB,

SCALE: NTS

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18 MARCH, 2024 REVISIONS:

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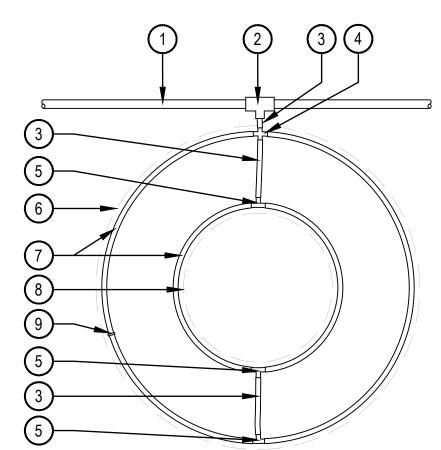
KS/RH PROJECT #: 2206

**DRAWING TITLE:** 

**IRRIGATION DETAILS** 

SITE PLAN SHEET # 25 of 32

#### CONTROLLER WALL MOUNT EXTERIOR PHASE 1



1 PVC DRIP MANIFOLD PIPE

2 PVC SCH 40 TEE OR EL

(3) DRIP BLANK TUBING (4) CROSS INSERT FITTING

5 TEE INSERT FITTING

6 PROJECTED CANOPY LINE OF

7) SUB-SURFACE DRIPLINE

8 ROOT BALL

9 TIE DOWN STAKE

1. DISTANCE BETWEEN LATERAL RINGS AND EMITTER SPACING TO BE BASED ON SOIL TYPE, AND TREE CANOPY. SEE RAIN BIRD XF-SDI DRIPLINE INSTALLATION GUIDE FOR SUGGESTED SPACING.

2. PLACE TIE DOWN STAKES EVERY THREE FEET IN SAND, FOUR FEET IN LOAM, AND FIVE FEET IN

3. AT FITTINGS WHERE THERE IS A CHANGE OF DIRECTION SUCH AS TEES OR ELBOWS, USE TIE-DOWN STAKES ON EACH LEG OF THE CHANGE OF DIRECTION.

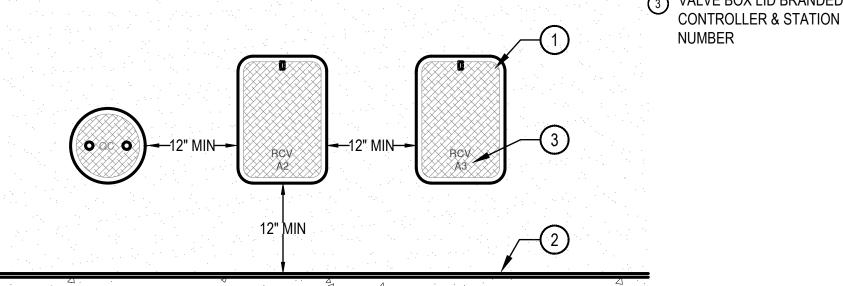
# DRIPLINE TREE RING

# PHASE 1 & PHASE 2 ALT. #3

(1) VALVE BOX; ALIGN EVENLY AND

SPACE EVENLY FROM SIDEWALK STRUCTURE, WALL, OR CURB (2) SIDEWALK OR PAVING

(3) VALVE BOX LID BRANDED WITH



. INSTALL ONLY ONE RCV TO VALVE BOX. LOCATE AT LEAST 12-INCHES FROM AND ALIGN WITH NEARBY WALLS OR EDGES OF PAVED AREAS. GROUP RCV ASSEMBLIES TOGETHER

WHERE PRACTICAL. 2. GROUP RCV ASSEMBLIES TOGETHER WHERE PRACTICAL, BUT AVOID GROUPING MORE THAN THREE (3) STANDARD VALVE BOXES TOGETHER IN A SERIES.

3. ARRANGE GROUPED VALVE BOXES IN RECTANGULAR PATTERNS.

VALVE BOX PLACEMENT

SCALE: NTS

SYSTEM OR UNDER EAVE OF HOUSE. RAIN SENSOR SURFACE MOUNT

> 1 PAVING . △ △ 18" MIN. DEPTH 24" MIN. DEPTH FOR MAINLINE

1. ALL SLEEVES SHALL BE INSPECTED PRIOR TO BACKFILLING

2. CAP SLEEVES UNTIL USE. 3. MULTIPLE SLEEVES REQUIRE 4" HORIZONTAL SEPARATION WITHIN SAME SLEEVE TRENCH.

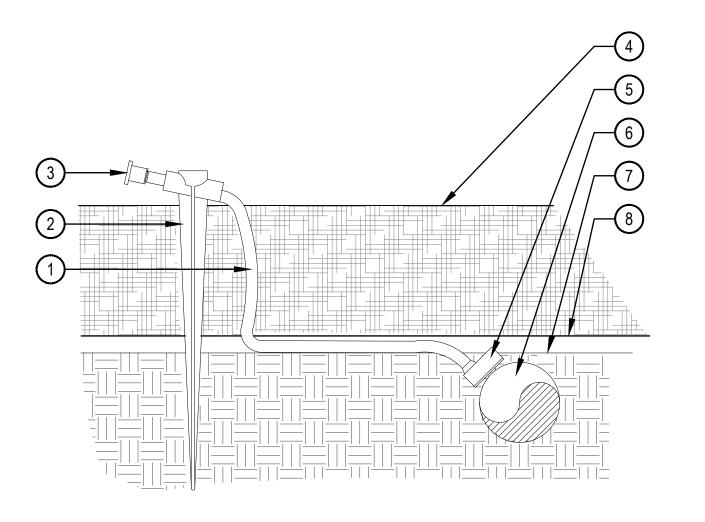
4. IRRIGATION PIPE AND WIRE SHALL NOT SHARE THE SAME SLEEVE. 5. MARK / STAMP - 'X' AND/OR INSTALL PLACARD AT BACK OF CURB.

PHASE 1 & PHASE 2 ALT. #3 PIPE SLEEVE

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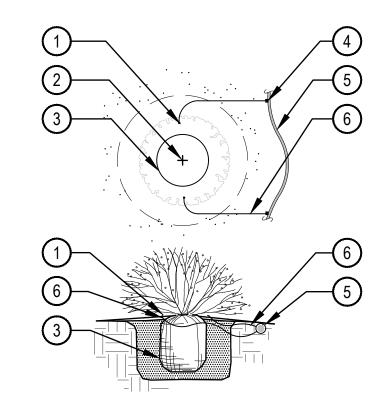


. COMPACT SOIL AROUND VALVE BOX TO THE SAME DENSITY AS ADJACENT UNDISTURBED

2. INSTALL OPERATIONAL INDICATOR WITHIN 24" OF FLUSH VALVE.

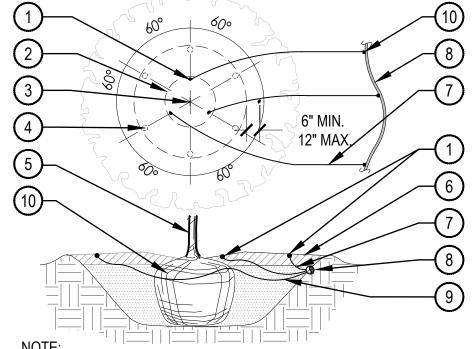
3. ALL THREADED CONNECTIONS SHALL BE COATED WITH TEFLON TAPE.

- 1/4" DISTRIBUTION TUBING. RUN TUBING UNDER WEED BARRIER FABRIC TO PLANT. LENGTH NOT TO EXCEED 8'
- 2 UNIVERSAL 1/4" STAKE
- 3 DIFFUSER CAP
- 4 TOP OF MULCH
- 5 PRESSURE COMPENSATING EMITTER PER EMITTER SCHEDULE. INSTALL EMITTER AT 45° TO 60° ANGLE
- 6 3/4" POLYETHYLENE TUBING SET WITH TOP OF TUBING FLUSH WITH FINISH GRADE OF SOIL
- 7 FINISH GRADE OF SOIL
- 8 WEED BARRIER FABRIC



1 DIFFUSER CAP W/ DRIP STAKE

- 2 PLANT CENTER
- 3 PLANT ROOTBALL
- 4) SINGLE OUTLET EMITTER
- 5 3/4" POLYETHYLENE DRIP TUBING
- 6 1/4" DISTRIBUTION TUBING (LENGTH NOT TO EXCEED 8')



NECESSARY FOR PROPER PLANT WATER REQUIREMENT.

TREE EMITTER PLACEMENT

- 1. MAXIMUM LENGTH OF ONE DISTRIBUTION TUBE SHALL BE 8 2. ALL EMISSION POINTS SHALL BE LOCATED ON UPHILL SIDE OF PLANT MATERIAL. ONE EMISSION POINT SHALL BE DIRECTLY TO PLANT BALL AS INDICATED. ADDITIONAL EMISSION
- 3. SECOND EMISSION POINTS (IF NEEDED) AS PER THE EMITTER SCHEDULE FOR TREES WITH 3" CALIPER OR GREATER OR CONIFEROUS TREES 10' OR GREATER IN HEIGHT. 4. THIS IS A WATERING GUIDE ONLY. SITE, SOIL AND PLANT CONDITIONS VARY GREATLY. CONTRACTOR MUST OBSERVE THE PLANT MATERIAL AND MAKE ADJUSTMENTS AS

EMISSION POINT. DIFFUSER CAP W/ DRIP STAKE (TYP.)

- 2 PLANT ROOT BALL (TYP.)
- 3 PLANT CENTER (TYP.)
- SECOND EMISSION POINTS SEE NOTE 3 BELOW
- 5 TREE TRUNK
- 6 MULCH LAYER
- 7) 1/4" DISTRIBUTION TUBING (LENGTH NOT TO EXCEED 8')
- 8 3/4" POLYETHYLENE DRIP TUBING
- 9 SINGLE OUTLET EMITTER
- 10 ROOTBALL

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SINGLE OUTLET EMITTER

# PHASE 1 & PHASE 2 ALT. #3

12" MIN. POP-UP HEAD WITH **ENCLOSED NOZZLE AND SWING** PIPE. (ZONE OPERATIONAL

- 2 LOCKING ROUND BOX & COVER PER SCHEDULE. TOP OF BOX TO BE FLUSH WITH FINISH GRADE
- 4) FINISH GRADE
- 5 3/4" MxI MALE ADAPTER W/
- 24" COIL IN BOX FOR
- 7) BRICK (2 REQUIRED MIN.)
- 8 3/4" GRAVEL SUMP, 4" DEPTH
- ① 3/4"x3/4"x1/2" lxlxF INSERT TEE

- 3 3/4" SCH. 40 PVC BALL VALVE
- CLAMPS
- 6 3/4" POLYETHYLENE DRIP TUBING MAINTENANCE
- ① 1/2" SCH. 80 NIPPLE (LENGTH AS NEEDED)
- 11) POLY LATERAL

2. CONDUIT SLEEVING TO EXTEND 2 FEET FROM PLANTER BOX.

1. EMITTERS SHALL BE EQUALLY SPACED AROUND ROOTBALL

REQUIREMENTS AND SUN EXPOSURE.

2. FLUSH ALL LINES THOROUGHLY PRIOR TO EMITTER INSTALLATION.

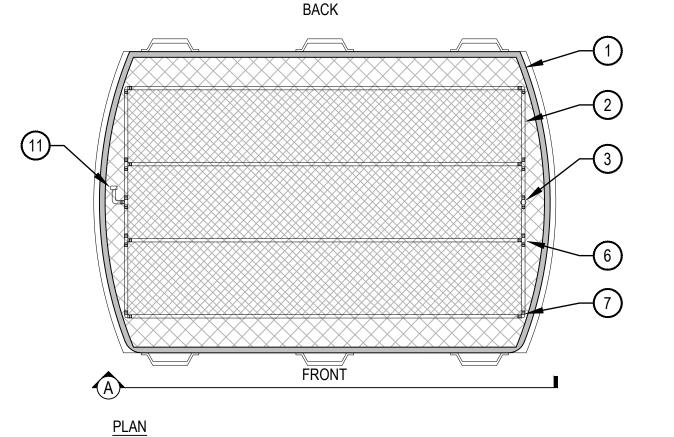
2. IF PLANTING ON A 4:1 SLOPE OR STEEPER, INSTALL EMITTERS ON THE UPHILL SIDE OF PLANT.

4. DRIP VALVE ZONES (HYDROZONES) ARE DESIGNED TO ACCOUNT FOR DIFFERENCES IN PLANT

5. CONTRACTOR SHALL ENSURE HYDROZONES ARE VALVED SEPARATELY AS SHOWN ON PLAN.

3. EMITTERS SHALL BE SELF-FLUSHING PRESSURE COMPENSATING-TYPE UNLESS NOTED





1. CONTRACTOR SHALL ALLOCATE ADDITIONAL LENGTH IN BLANK TUBING WITHIN PLANTER FOR MAINTENANCE PURPOSES.

**SECTION A** 

**ENLARGEMENT** 

PHASE 1 & PHASE 2 ALT. #3 SCALE: NTS

1 REPURPOSED BEAN POT PLANTER, PER LANDSCAPE PLANS

2 1/2" RAIN BIRD XFCV-09-12 ON-SURFACE ROWS SPACED 12" MAXIMUM

(3) RAIN BIRD XFF-TFA-050 BARB TEE

- FEMALE ADAPTER FITTING 4) 1/2"x3/4" MALE ADAPTER (MxI) FITTING
- (5) 3/4" BLANK TUBING
- 6) 1/2" RAIN BIRD XFF-TEE DRIP FITTING
- 7) 1/2" RAIN BIRD XFF-ELBOW DRIP FITTING
- 8 1-1/2" CONDUIT SLEEVING -CONTRACTOR TO SEAL POT OPENING AROUND SLEEVING
- COMPACTED SUB GRADE
- 10 DRAINAGE PER LANDSCAPE PLANS
- 11) FLUSH CAP
- 11) FINISH GRADE

PHASE 1 & PHASE 2 ALT. #3

DRIP FLUSH VALVE WITH OPERATIONAL INDICATOR
PHASE 1 & PHASE 2 ALT. #3 SCALE: NTS

IN-LINE DRIP EMITTERS IN REPURPOSED BEAN POT PLANTERS



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18 MARCH, 2024 **REVISIONS:** 

DRAWN BY: KS/SL/EN

REVIEWED BY: KS/RH PROJECT #:

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DRAWING TITLE: **IRRIGATION DETAILS** 

SHEET# 26 of 32

TOWN OF MEAD APPROVAL

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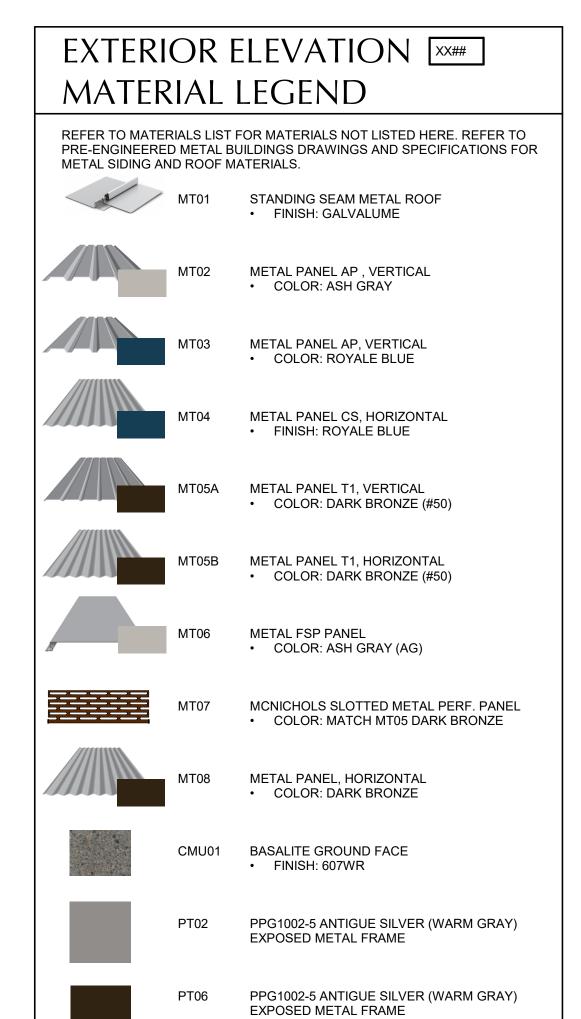
SCALE: 3/32" = 1'-0"







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PRO	OJECT KEYNOTES #
10.04	LOUVERED SHADE CANOPY WITH SUPPORT BRACES, RE: PEMB AND SPECS
10.08	FRONT LIT ALUMINUM CHANNEL LETTER SIGNAGE ON CANOPY; RE: SIGNAGE
13.07	PREFINISHED DOWNSPOUT BY PEMB MANUF.



ELEVATIONS



ISSUE: SITE PLAN SUBMITTAL DATE: 07/21/23

REVISIONS: 11/10/23

03/18/24

DRAWN BY: REVIEWED BY: PROJECT #:

CP
DRAWING TITLE: ELEVATIONS

SHEET# 27 of 32

Section 9, Item e.





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MEAD COMMUNITY CENTER 401 3RD ST. MEAD, CO 80542 PERSPECTIVES



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SITE PLAN SUBMITTAL

DATE:
07/21/23

REVISIONS:
11/10/23

03/18/24

DRAWN BY:

MF

REVIEWED BY:

PROJECT #:

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DRAWING TITLE:

3D PERSPECTIVES

SITE PLAN 28 of 32



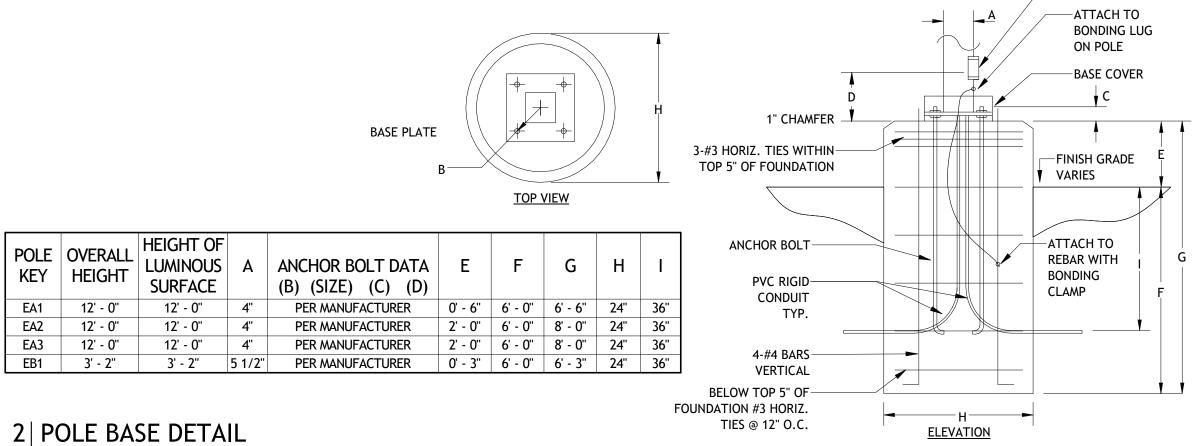
SOUTHWEST PERSPECTIVE

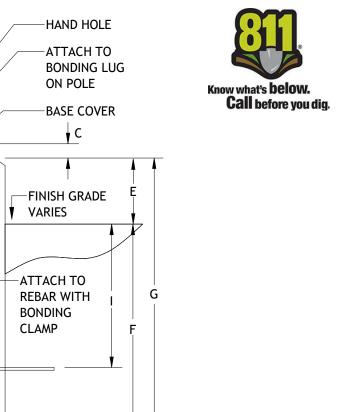


NORTHWEST PERSPECTIVE

	LIGHTING SEQUENCE OF OPERATION														
CONTROL			SENSOR	TIME		CONTROLLED	DAYLIGHT								
SEQUENCE	ON	OFF	TYPE	OUT	DIMMING	RECEPTACLE	HARVESTING								
ET1	TIMECLOCK AUTOMATIC ON 30 MINUTES PRIOR TO SUNSET AND 1 HOUR PRIOR TO COMMENCE OF BUSINESS	TIMECLOCK AUTOMATIC OFF 1 HOUR AFTER CLOSE OF BUSINESS AND 30 MINUTES AFTER SUNRISE	NONE	N/A	SWITCHING	NO	NO								

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
PARKING AND ROADWAY	+	0.6 fc	3.1 fc	0.0 fc	N/A	N/A
SITE	+	0.6 fc	12.3 fc	0.0 fc	N/A	N/A
UNDER CANOPY	+	4.4 fc	12.3 fc	0.8 fc	15.4:1	5.5:1
WALKWAY	+	1.1 fc	11.4 fc	0.0 fc	N/A	N/A







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**PHOTOMETRIC** 

SITE

COLORADO

ISSUE: SITE PLAN SUBMITTAL DATE:

 $\frac{07/21/23}{\text{REVISIONS:}}$ 11/10/23

03/18/24

DRAWN BY: EB,CG REVIEWED BY: KM,MS

PROJECT #: DRAWING TITLE:

SITE PHOTOMETRIC

SHEET #:

SITE PLAN 29 of 32

E-1

	LIGHTING FIXTURE SCHEDULE													
TYPE	DESCRIPTION	MANUFACTURER	CATALOG NUMBER	VOLTAGE	LAMP	LAMP	LAMP / CCT / CRI	MAX	LUMEN	DIMMING /	FIXTURE	LOCATION	BOF/RFD/	
			0 = 0 0 = =			WATTAGE		WATTAGE		MIN LEVEL	FINISH		OFH	
					<b>Q</b> 07 !! (1	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		,,,,,,,,,,,		7, \ ,				
EA1	EXTERIOR LED AREA PEDESTRIAN POLE LIGHT, SINGLE HEAD TYPE IV	VISIONAIRE	ODN-1-L-T4-16LC-3-3K-UNV-UAM-BK-C2-H1	277 V	1	18 W	LED / 3000K / 80CRI	18 VA	2288 LM	SWITCHING	BLACK	GROUND SURFACE	12'-0" BOF	
EA2	EXTERIOR LED AREA PEDESTRIAN POLE LIGHT, DOUBLE HEAD TYPE IV		ODN-1-L-T4-16LC-3-3K-UNV-UAM-BK-C2-H1	277 V	2	36 W	LED / 3000K / 80CRI	36 VA	(2) 2288 LM	SWITCHING	BLACK	GROUND SURFACE	12'-0" BOF	
EA3	EXTERIOR LED AREA PEDESTRIAN POLE LIGHT, SINGLE HEAD TYPE II	VISIONAIRE	ODN-1-L-T2-16LC-3-3K-UNV-UAM-BK-C2-H1	277 V	1	18 W	LED / 3000K / 80CRI	18 VA	2399 LM	SWITCHING	BLACK	GROUND SURFACE	12'-0" BOF	
EB1	EXTERIOR LED BOLLARD	LANDSCAPE FORMS	AG-400L4-025F-30K-UV1	277 V	1	8 W	LED / 3000K / 80CRI	8 VA	345 LM	SWITCHING	STEEL	GROUND SURFACE	3'-2" OFH	
ED1	EXTERIOR CEILING RECESSED LED FIXED DOWNLIGHT WITH 4" DIAMETER APERTURE, FLANGED TRIM, 50° BEAM SPREAD, INTEGRAL DRIVER, WET LOCATION LISTED	HE WILLIAMS	4DR-TL-L10-830-DIM-UNV-LW-OF-BL-WET/CC-N	277 V	1	9 W	LED / 3000K / 80CRI	9 VA	674 LM	0-10V TO 10%	BLACK	CEILING RECESSED	0' - 5 3/4" RFD	
ED1EM	EXTERIOR CEILING RECESSED LED FIXED DOWNLIGHT WITH 4" DIAMETER APERTURE, FLANGED TRIM, 50° BEAM SPREAD, INTEGRAL DRIVER, WET LOCATION LISTED, 90 MINUTE EMERGENCY INVERTER BACKUP	HE WILLIAMS	4DR-TL-L10-830-DIM-UNV-LW-OF-BL-WET/CC-N	277 V	1	9 W	LED / 3000K / 80CRI	9 VA	674 LM	0-10V TO 10%	BLACK	CEILING RECESSED	0' - 5 3/4" RFD	
ED2	EXTERIOR CEILING RECESSED LED ADJUSTABLE DOWNLIGHT WITH 2" DIAMETER APERTURE, FLANGED TRIM, 15° BEAM SPREAD, INTEGRAL DRIVER, WET LOCATION LISTED	HE WILLIAMS	2AR-L9-830-DIM-UNV-LN-OF-BL-WET/CC-N	277 V	1	15 W	LED / 3000K / 80CRI	15 VA	716 LM	0-10V TO 10%	BLACK	CEILING RECESSED	0'-5 13/16" RFD	
ED3	EXTERIOR SURFACE MOUNTED DOWNLIGHT FOR METAL CANOPY, TYPE 5 DISTRIBUTION, DAMP RATED	GARDCO	SVPG-A01-830-5RD-SUR-UNV-MG	277 V	1	21 W	LED / 3000K / 80CRI	21 VA	2227 LM	SWITCHING	MEDIUM GRAY	CEILING SURFACE	0'-5" OFH	
EL1	EXTERIOR LED TAPE LIGHT IN EXTRUSION, WET RATED		LLS36-WET-30K-LT-XX-XX-XX DRIVER: (QTY 3) PS010V-3X96-24	277 V	1	580 W	LED / 3000K / 80CRI	580 VA	142 LM/LF	0-10V TO 10%	WHITE	WALL SURFACE	RE: 1/E502	
ES1	EXTERIOR FESTOON STRING LIGHTING, LAMPS SPACING EVERY 2FT, WET RATED, WITH REMOTE DRIVER	TEGAN LIGHTING	EX5-K-C-GEF-BLK-[MOUNTING HARDWARE]	277 V	1	5 W	LED / 3000K / 80CRI	5 VA	500 LM	SWITCHING	BLACK	POLE SUSPENDED	RE: LANDSCAPE DETAILS	
ES1-DRV-1	POWER SUPPLY, FESTOON LIGHTS, IP68 DIRECT BURIAL, 100W	Q-TRAN	Q-VAULT-5-QSET-eLED-1X100W-UNV-24VDC-0-10-V	277 V	1	100 W		55 VA		SWITCHING		UNDERGROUND		
ES1-DRV-2	POWER SUPPLY, FESTOON LIGHTS, IP68 DIRECT BURIAL, 200W	Q-TRAN	Q-VAULT-5-QSET-eLED-2X100W-UNV-24VDC-0-10-V	277 V	1	200 W		110 VA		SWITCHING		UNDERGROUND		
EW1	EXTERIOR DECORATIVE WALL SCONCE, ARCHED STEEL TUBING ARM WITH PORCELAIN STEEL SHADE, 10" DIAMETER SHADE X 13.4" OVERALL HEIGHT, IP64 RATED	BARNLIGHT	BLE-W-WHE10-100-NA-NA-LED11-3000K-FL-NA	277 V	1	11 W	LED / 3000K / 80CRI	11 VA	850 LM	0-10V TO 10%	BLACK	WALL SURFACE	7'-0" BOF	
EW1EM	EXTERIOR DECORATIVE WALL SCONCE, ARCHED STEEL TUBING ARM WITH PORCELAIN STEEL SHADE, 10" DIAMETER SHADE X 13.4" OVERALL HEIGHT, IP64 RATED, 90 MINUTE EMERGENCY INVERTER BACKUP	BARNLIGHT	BLE-W-WHE10-100-NA-NA-LED11-3000K-FL-NA	277 V	1	11 W	LED / 3000K / 80CRI	11 VA	850 LM	0-10V TO 10%	BLACK	WALL SURFACE	7'-0" BOF	
		^												

E-1 N.T.S.

EW1EMH

# SITE GENERAL NOTES

UNDERGROUND SITE LIGHTING BRANCH CIRCUITS INCLUDING THE EQUIPMENT GROUNDING CONDUCTOR SHALL BE UPSIZED TO ACCOMODATE VOLTAGE DROP PER NEC 250.122(B). PROVIDE MINIMUM OF 2#10, 1#10G, IN 1"C, UON."

# SITE SEQUENCE **OF OPERATIONS**

THE FOLLOWING CONTROL SEQUENCE OF OPERATIONS ARE UTILIZED IN THIS PLAN. REFER TO PLAN AND/OR ZONE/RELAY SCHEDULE FOR SPECIFIC ASSOCIATED SEQUENCE.

# SITE KEYNOTE LEGEND

KEY VALUE

**KEYNOTE TEXT** 

LED ACCENT TAPE LIGHTING SHALL BE AIMED TOWARD WALL BEHIND OFFSET CUTOUT AND LIGHT SOURCE SHALL NOT BE VISIBLE FROM ANY ADJACENT PROPERTY. ILLUMINANCE CONTRIBUTION OF DECORATIVE LIGHTING FEATURE IS NOT INCLUDED IN PHOTOMETRIC CALCULATION.

TOWN OF MEAD APPROVAL

THESE PLANS ARE HEREBY APPROVED FOR ONE YEAR FROM THE DATE OF THE TOWN ENGINEER'S APPROVAL APPROVED BY:

TOWN ENGINEER

1 | ELECTRICAL SITE PLAN PHOTOMETRIC E-1 1" = 20'-0"

Section 9, Item e.

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NEW CONSTRUCTION AND REMODEL

ORDERING EXAMPLE: 4DR - TL - L20/835 - OPTIONS - CONTROL/DIM - UNV - OF - CS - TRIM OPTIONS - F1

SERIES	LUMENS [1]	CRI	ССТ	OPTIONS		CONTRO	I	DRIV	FR [2]	VOLTAGE
4DR - TL TrimLock	L10 1,000lm [3] L15 1,500lm L20 2,000lm L30 3,000lm L40 4,000lm L50 5,000lm L60 6,000lm	8 80 9 90 <sup>[4]</sup>	27 2700K 30 3000K 35 3500K 40 4000K 50 5000K	SCA ATH F EM/7W EM/10W	Sloped ceiling adapter <sup>[5]</sup> Airtight construction Fuse 7-watt emergency battery <sup>[6]</sup> 10-watt emergency battery <sup>[7]</sup> 5 10-watt emergency battery with regressed test switch <sup>[8]</sup> Chicago plenum (CCEA) <sup>[9]</sup> Stepdown transformer <sup>[10]</sup>	_	None Avi-on wireless fixture control [11]	DIM DIM1	Dimming driver, 0-10V 1% Dimming driver, 0-10V Driver with 12V auxiliary power [12]	UNV 120-277V 347 347V [13]

TRIM TYPE	DIS	TRIBUTION [15]	<b>FLANGE TYPE</b>	REFLI	ECTOR FINISH			TRIM O	PTIONS
O Open reflector L Flush lens R Regressed lens A Angled lens <sup>[16]</sup> S Non-conductive flush lens for shower applications <sup>[17]</sup>	W M N	Wide 65° Open 50° Flush 50° Regressed Medium <sup>[18]</sup> 45° Open 35° Flush 30° Regressed Narrow <sup>[19]</sup> 10° Open 25° Flush 25° Regressed	OF 1/2" standard flange SF 1/4" mud-in flange [21]	CS SG GD CG PW	trim types Clear semi-specular anodize Satin-glow anodize Gold anodize Champagne gold anodize Pewter anodize Clear specular anodize Rose gold anodize White texture powder coat Black texture powder coat	CS WH BL	trim types Clear semi-specular powder coat White texture powder coat Black texture powder coat Black texture splay with white flange [22]	MWT IP AD PD TD WET/CC	Textured white trim flange [ <sup>23</sup> ] IP65 rated trim [ <sup>24</sup> ] Diffuse acrylic lens [ <sup>25</sup> Diffuse 1/8" polycarbonate lens [ <sup>26</sup> Diffuse polycarbonate lens media at top of open reflector [ <sup>27</sup> ] Wet location, covered ceiling listed [ <sup>28</sup> ] Anti-microbial [ <sup>29</sup> ]

10° Open 25° Flush 25° Regressed <b>WW</b> Wall wash <sup>[20]</sup>	BL Black texture powder coat	WET/CC Wet location, covered ceiling listed <sup>[28]</sup> AM Anti-microbial <sup>[29]</sup>
MOUNTING		
MOUNTING TYPE [30]	MOUNTING HARDWARE [31]	
N Open pan for new construction I IC-rated enclosure for new construction [32] R Remodel kit [33]	F1 Integral 2-position fixed pan bracket, universal bar hanger included [34] BA1 Adjustable butterfly pan bracket, bar hanger not included [35] CA1 Adjustable caterpillar pan bracket, universal bar hanger included [36]	
NOTES  1 Lumen output based on 0 trim type, W distributifinish, 3500K/80CRI. Actual lumens may vary +/-2 for FIXTURE PERFORMANCE DATA.  2 See page 6 for ADDITIONAL DRIVER OPTIONS.  3 Not assistable with EM/40W converse batteries.		<ul> <li>28 L50 lumen package max with O Trim Type. Not available with PD trim option.</li> <li>29 WH and BL Reflector Finishes only. Not available with S Trim Type.</li> <li>30 Meeting backups required (N and Look). Ordered.</li> </ul>

r S Trim Types.

Reflector Finishes only. Not available with S Trim ector Finish only.
and WET/CC options
igher when specified
igher when specified

at large and wear required (N and I only), ordered separately, see MOUNTING HARDWARE ordering info. See page 4 for MOUNTING TYPE DETAILS.

Additional mounting hardware options available. See page 5 for MOUNTING HARDWARE DETAILS. 32 L20 lumen package max. L30 available, wide distribution only for lensed trims.
33 Also used in new construction sheetrock ceilings. Pan-less installation.

N and I Mounting Types only. I Mounting requires external

brackets.

35 N Mounting Type only.

36 N Mounting Type only.

Downlights Page 1 of 6

landscapeforms

FGP Path Light Type 5

lighting facts

Watts
Lumens per Watt (Efficacy)

The FGP path light has a pleasing flower-like organic form created by three stems that rise from the connection with the base. The soft, triangular head holds LEDs in triangular arrays that cast illumination between the verticals in

High-design surface mounted LED path light uses aiming angles, color

rendering and glare reduction to shape and enhance lighting performance.

Aluminum cartridge houses energy efficient LEDs and provides excellent

thermal management. Fixture is made of durable cast aluminum with galvanized steel base plate. Mounting hardware and template included

a clean footprint.

for ease of installation.

FGP Path Light Type 4

lighting facts®

Revised April 17, 2023 | Landscape Forms Inc. | 800.521.2546 | F 269.381.3455 | 7800 E. Michigan Ave., Kalamazoo, MI 49048

HOUSING	6									
SERIES	LUMENS [1]	CRI	CCT	OPTIONS		CONTRO	L	DRIV	ER [2]	VOLTAGE
<b>4DR - TL</b> TrimLock	L10 1,000lm [3] L15 1,500lm L20 2,000lm L30 3,000lm L40 4,000lm L50 5,000lm	8 80 9 90 <sup>[4]</sup>	27 2700K 30 3000K 35 3500K 40 4000K 50 5000K	ATH F EM/7W	Sloped ceiling adapter <sup>[5]</sup> Airtight construction Fuse 7-watt emergency battery <sup>[6]</sup> 10-watt emergency battery <sup>[7]</sup>	– AVI-LVFA	None Avi-on wireless fixture control [11]		Dimming driver, 0-10V 1% Dimming driver, 0-10V Driver with 12V auxiliary power [12]	<b>UNV</b> 120-277V <b>347</b> 347V <sup>[13]</sup>
	<b>L60</b> 6,000lm				10-watt emergency battery with regressed test switch [8] Chicago plenum (CCEA) [9] Stepdown transformer [10]					

10° Open 25° Flush 25° Regressed <b>WW</b> Wall wash <sup>[20]</sup>	BL Black texture powder coat
MOUNTING	
MOUNTING TYPE [30]	MOUNTING HARDWARE [31]
N Open pan for new construction I IC-rated enclosure for new construction [32] R Remodel kit [33]	<ul> <li>Integral 2-position fixed pan bracket, universal bar hanger included [34]</li> <li>Adjustable butterfly pan bracket, bar hanger not included [35]</li> <li>Adjustable caterpillar pan bracket, universal bar hanger included [36]</li> </ul>
NOTES  1. Luman output based on O trim tune. Widistributi.	on and CS 13. Not available with EM hatteries DMV Driver or Avi on 28 LEO luman

finish, 3500K/80CRI. Actual lumens may vary +/-5%, see page 2 for FIXTURE PERFORMANCE DATA.  2 See page 6 for ADDITIONAL DRIVER OPTIONS.  3 Not available with EM/10W emergency batteries.  4 Extended lead times may apply. Consult factory for availability.  5 9" aperture, specify degrees of slope in 5° increments,  05°-30°. Not available with I Mounting Type, ATH or WET/CC options. Painted white. Other colors available, consult factory.  See page 3 for SLOPED CEILING ADAPTOR DETAILS.  N and R Mounting Types only. Not available with ATH or IP options.  Not available with WET/CC, ATH or IP options. N and R Mounting Types only. See page 5 for EM/10W/RTS DETAILS.  I Mounting Type required.  May be required for 347V, see product builder at hew.com/product-builder.  DA Driver only. See page 6 for AVI-ON BLUETOOTH  WIRELESS CONTROL DETAILS.	15 16 17 18 19 20 21 22 23 24 25 26	Controls. Trim ships separately. Beam angle based on CS or WH reflector finis. Available with WW Distribution only. W Distribution, OF Flange Type, WH Reflector Standard with AD diffuse acrylic lens. IP and standard. Not available with lumen stops L50 and highe with flush or regressed trim types. Not available with lumen stops L50 and highe with flush or regressed trim types. O and A Trim Types only. For use with mud-in plaster construction only mud flange installation kit. See page 4 for FL DETAILS. Not available with ATH or IP options. R Trim Type only. Not available with MWT. Not available with WH Reflector Finish, L or S L and R Trim Types only. Not available with O trim type. W and WW dis Not available with O trim type. W and WW dis O Trim Type only. WET/CC standard unless on
Avi-on Controls only.		RTS. L50 lumen package max.

Not available with 0 triff type. With a www distributions only.
 O Trim Type only. WET/CC standard unless ordered with EM/ RTS. L50 lumen package max.

H.E. Williams, Inc. • Carthage, Missouri • www.hew.com • 417-358-4065 • Designed and Manufactured in the USA

TYPE ED1, ED1EM

TOWN OF MEAD APPROVAL

APPROVED BY:

**TOWN ENGINEER** 

THESE PLANS ARE HEREBY APPROVED FOR ONE YEAR FROM THE DATE OF THE TOWN ENGINEER'S APPROVAL

TYPE EA1, EA2, EA3

**WVISIONAIRE LIGHTING** 

48LC

64LC

96LC

128LC

**ODEN** LED Specifications

**Ordering Information** 

T5W

**T5WR**Type 5
Wide Round

VL-PA-ING-001-F37

ODN-2-L

TYPE EB1

**FGP Path Light** 

Landscape Forms is committed to the development of energy efficient lighting. We participate in the Department of Energy Lighting Facts® label program. This activity is voluntary but helps

summary of luminaire performance as measured by the IESNA

LM-79 photometric test standard for solid state lighting.

consumers evaluate the multitude of products on the market today. The Lighting Facts® label provides a quick but comprehensive

Surge protected 100V-277V 50/60 Hz, Class 2 driver. LED cartridge with weatherproof quick disconnect provides ease of installation and serviceability. Internal wiring completed at the factory.

FGP Path Light Type 4 FGP Path Light Type 5

IP Rating: IP66 for LED Cartridge IP Rating: IP66 for LED Cartridge

CCT: 2700K, 3000K,

Drive Current: 250mA

Lens: Diffused Acrylite®

BUG Rating: B0-U1-G1

**LED Driver:** 7W

Weight: 31lbs

Optic: 9 Khatod Collimators

Power Supply: 100V-277V

3500K, 4000K

**Product Data Sheet** 

Lighting Facts®

**Electrical** 

CCT: 2700K, 3000K,

Drive Current: 250mA

Lens: Diffused Acrylite®

Power Supply: 100V-277V

BUG Rating: B0-U1-G1

Optic: 6 Khatod Collimators

3500K, 4000K

LED Driver: 7W

Weight: 31lbs

Control Number: ARCHITECTURAL-ODN-L-06\_13\_2022

With six interchangeable caps and spun shade styles, the **Oden - LED** 

offers architects, designers and engineers endless possibilities for a

The **Oden - LED Array**'s high-quality, durable construction makes it

C5

**SBK** Smooth Black

SWH Smooth White

GP Graphite GY Grey

**SL** Silver Metallic

**VD** Verdigris

CC Custom Color

PC-120 PC-208 PC-240 PC-277 Photocell & Receptacle

Motion Sensor 9-20'

\*Consult Factory

Illuminated Rings Blue

**CLS**Cutoff
Louver Shield

CRCABR22-03

custom fixture to fit their unique application.

an ideal fixture for any application.

CURRENT KELVIN VOLTAGE MOUNTING FINISH CAP/SHADE OPTIONS OPTIONS

UAM Arm Mount \*Decorative arm not included

arm section for arm mount options

ODN uses small arm. ODN-2 & ODN-3 uses large arm

Section 9, Item e.

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MEAD COMMUNITY CENTER 401 3RD ST. MEAD, CO 80513

CUTSHEET

FIXTURE

LIGHTIN

ISSUE: SITE PLAN SUBMITTAL DATE: 07/21/23 **REVISIONS:** 

11/10/23

03/18/24

DRAWN BY: EB,CG REVIEWED BY: KM,MS PROJECT #:

2206 DRAWING TITLE: LIGHTING FIXTURE

CUTSHEET

SHEET #:

E-2 SITE PLAN 30 of 32





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UTSHEET

FIXTURE

LIGHTIN

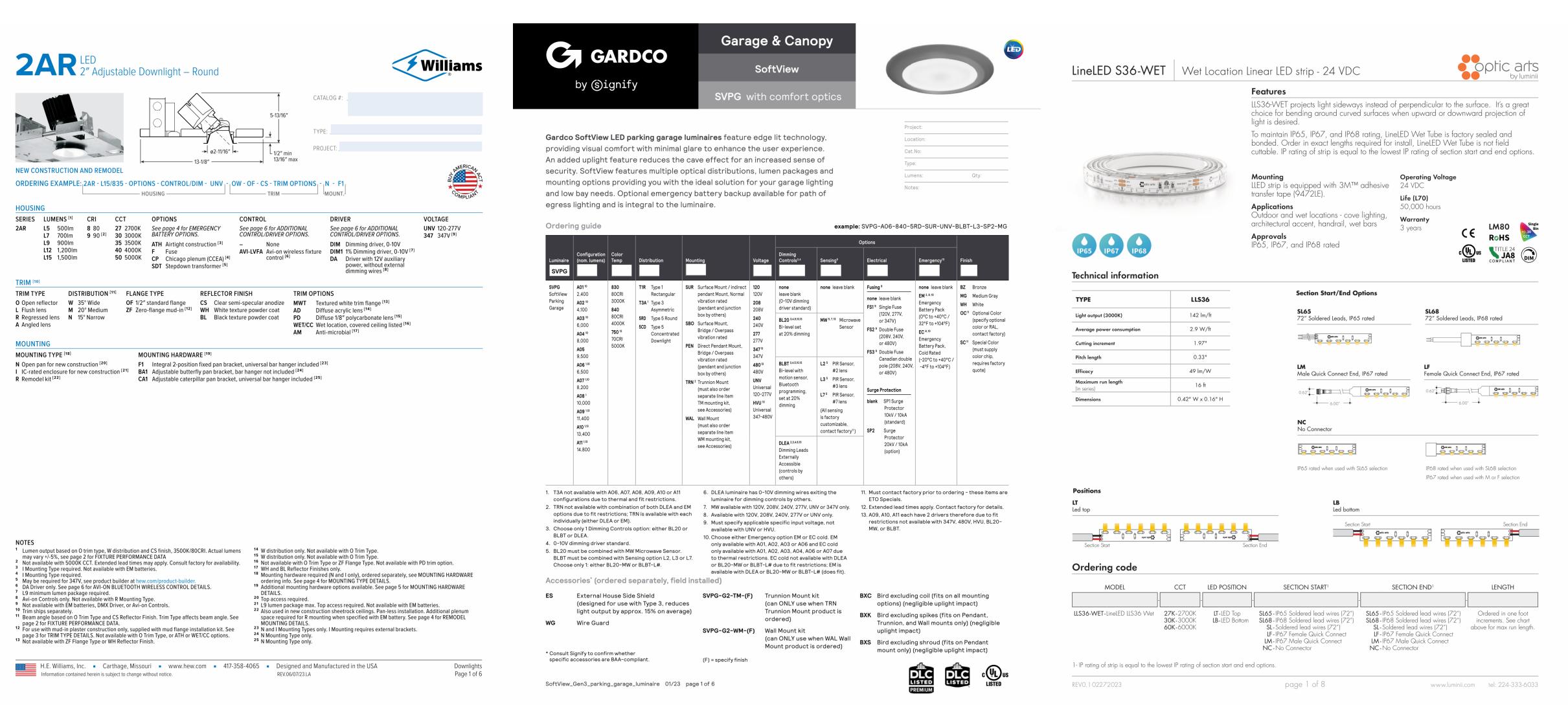
MEAD COMMUNITY CENTER 401 3RD ST. MEAD, CO 80513

ISSUE:

DATE:

07/21/23 REVISIONS:

SITE PLAN SUBMITTAL



TYPE ED3 TYPE EL1

> 11/10/23 03/18/24 DRAWN BY: REVIEWED BY: KM,MS PROJECT #: 2206 DRAWING TITLE: LIGHTING FIXTURE TOWN OF MEAD APPROVAL THESE PLANS ARE HEREBY APPROVED FOR ONE YEAR FROM THE DATE OF THE TOWN ENGINEER'S APPROVAL SHEET #: APPROVED BY: TOWN ENGINEER SITE PLAN 31 of 32

Section 9, Item e.

TYPE ED2

CUTSHEET

E-3





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SHEET

FIXTURE

LIGHTIN

MEAD COMMUNITY CENTER 401 3RD ST. MEAD, CO 80513

ISSUE:

DATE:

07/21/23

11/10/23

03/18/24

DRAWN BY: EB,CG REVIEWED BY: KM,MS

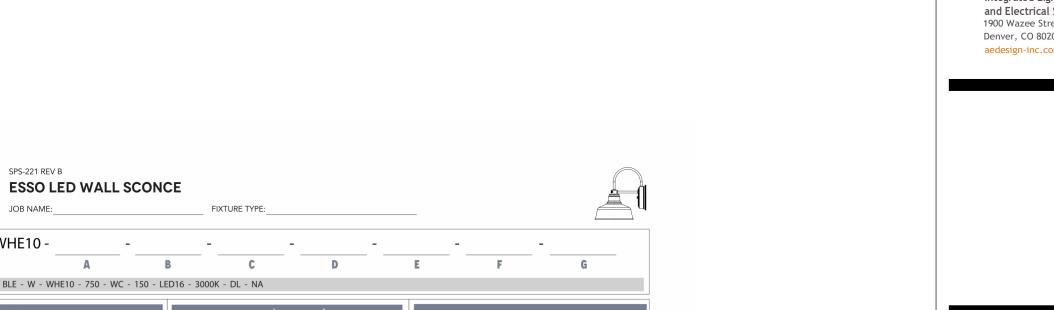
SITE PLAN SUBMITTAL

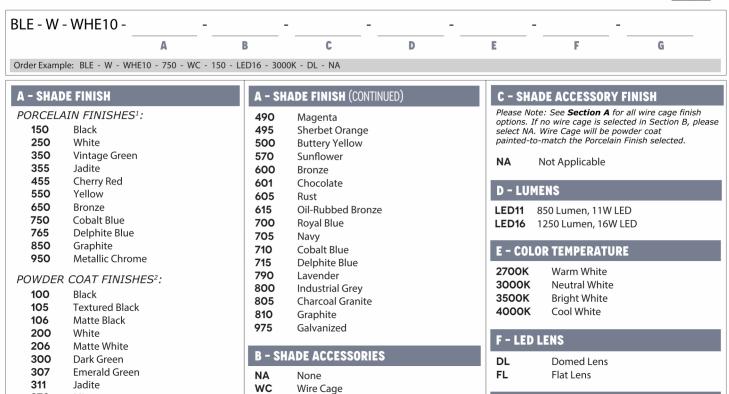
LIGHTING FIXTURE

SITE PLAN 32 of 32

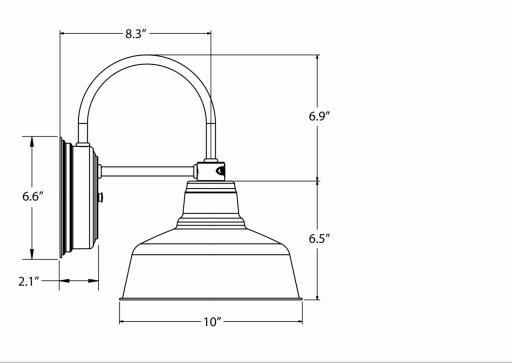
CUTSHEET

E-4





WC Wire Cage **370** Mint G - DUSK-TO-DAWN PHOTOCELL ACR Acrylic Diffuser<sup>3,4</sup> 380 Chartreuse 390 Teal NA None/Not Applicable **DD** Dusk-to-Dawn Photocell 400 Barn Red **420** Orange 470 Watermelon 480 Blush Pink IMPORTANT: (1) All Porcelain Enamel finished shades feature a white interior and a black outer rim (2) All Powder Coat finished shades, with the exception of 975-Galvanized, feature a white interior (3) Selecting Acrylic Diffuser will reduce the amount of lumens and LPW delivered (4) Fixture to be CSA Listed for Damp Location





Kore EX5 IP65 Direct Mount

(180mm)

"G" Envelopes & Gems

Remote Power, 0-10V DM

Kore EX5 Cable Direct Mount with "G" Envelope Grey Rain Bubble

For use with Remote Power Supply(s) - See page 4 for links, ordered separately.

Pattern, Brilliant Frosted Gem, Aluminum or Black Finish.

Catalog Numbers

EX5-K-C-GEGRP-BFG-AL or BLK

Exton Powerspan Cable System

Exton Cable Kore EX5 LED Direct Mount with "G" Envelope & Brilliant Gem - Combinations

SPS-221 REV B

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**TOWN ENGINEER** 

PROJECT #: 2206 DRAWING TITLE: SHEET #:

Exton IP65 Power Feed for Interior Remote Power Kore-EX5 Direct Mount Module with S Envelope Amber Rain Bubble Pattern (EX5-K-C-SEARP-BLK) x 20 Mounting Turnbuckle Tool Exton Powerspan Cable End Cap ø 4 -1/8" ---- IP20 – Interior Remote Mount Only Kore EX5 Cable Direct Mount with "G" Envelope Grey Rain Bubble 240W 0-10V Dimming Driver Pattern, Brilliant Clear Gem, Aluminum or Black Finish. Catalog Numbers If mounting to a tree, consult an Arborist and see below for more details. For use with Remote Power Supply(s) - See page 4 for links, ordered separately. EX5-K-C-GEGRP-BCG-AL or BLK TENSION MOUNT - SYSTEM COMPONENTS TO MAKE A COMPLETE SYSTEM POWERSPAN CABLE Exton - Powerspan Cable - Black (Specify in 1' increments + add 20% extra length) EX-C-BLK Black Exton End Cap - Black Finish (One per Run), includes a T15 Tool for top cap installation of EX5 LED Module. Black Exton Tension End Mount Bracket and SSS Powerspan Cable Safety Clamp EX-TSEB-PCSC-BLK Black Exton Tension End Mount Bracket with Corner Mounting Plate and SSS Powerspan Cable Safety Clamp EX-TSEB-CM-PCSC-BLK Black CANDLELIGHT Kore EX5 Cable Direct Mount with 2000K "G" Exton Tension End Mount Bracket with Shallow Angle Mounting Plate and SSS Powerspan Cable Safety Clamp EX-TSEB-SA-PCSC-BLK Black Envelope Frosted, Straw Gem, Aluminum or Black Finish. Exton Double Tension End Mount Brackets with Shallow Angle Mounting Plate and SSS Powerspan Cable

EX-2TSEB-SA-PCSC-BLK

Black Catalog Numbers For use with Remote Power Supply(s) - See page 4 for links, ordered separately. EX5-K-C-CANDLELIGHT-AL or BLK NOTE: For Exton Powerspan Cable and Mounting (specified separately): EX-MTBT-BLK Exton Mounting Turnbuckle Tool Black Refer to Mounting by Application Specification Sheets: <u>Tension Mount</u>, <u>Surface Mount</u>, <u>Drape Mount</u> Exton 2" Wrap Bracket, maximum angle of 36° Black EX-WB2-BLK Exton 3" Wrap Bracket, maximum angle of 60° Black EX-WB3-BLK Exton 4" Wrap Bracket, maximum angle of 81° EX-WB4-BLK Black Exton Horizontal Surface Mount Bracket EX-HSMB-BLK Set of Exton 6.5' Bottom/Top Cover Channels EX-RDTC-BCCV-BLK Black Exton IP65 Power Feed for Interior Mount Remote Power Supply EX-PF-BLK Exton Cable Gland + Lock Nut Power Feed EX-CG-LN-PF-BLK Black EXTON LED MODULES (Ordered separately, see below for link) Black or Aluminum Select an Exton LED EX5 Direct or Pendant Mount Module ("Typical" shown) SELECT TYPE teganlighting.com · info@teganlighting.com · (415) 504-3536 · TG36 7/14/20 2

KORE EX5 LED MODULES Application Type – Tension Mount

Exterior IP65 Rated

TG453 - 01/15/2022

24VDC 0-10V Dimming

TYPE ES1

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**EXTON POWERSPAN CABLE SYSTEM** 

Tension End Mount Bracket

teganlighting.com I info@teganlighting.com I 415-504-3536

**EXAMPLE SYSTEM** 

Section 9, Item e.

112



# **Agenda Item Summary**

MEETING DATE: April 29, 2024

SUBJECT: **Resolution No. 35-R-2024** – A Resolution of the Town of Mead, Colorado,

Awarding the Bid and Approving a Construction Agreement between the Town of Mead and Dohn Construction, Inc. for the Mead Community Center

(Town of Mead Project No. 2024-001)

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

#### **SUMMARY**

The Town of Mead received eleven (11) bids from qualified contractors for construction of the Mead Community Center project (Town of Mead Project No. 2024-001) on April 9, 2024. The bids ranged from \$6.75 million to \$8.4 million, inclusive of pricing for Bid Alternate 3 (Phase 2) – Splash Pad.

A copy of the bid results summary (three pages) is attached to this Agenda Item Summary for reference.

The apparent low bidder is Dohn Construction, Inc. a Colorado corporation ("Dohn Construction"). Staff and Ditesco, LLC reviewed all bids, checked references, and recommends award to Dohn Construction in the total not-to-exceed price of **five million nine hundred thirty-two thousand six hundred sixty-three and 00/100 dollars (\$5,932,663.00)**, which includes:

- 1. Base bid amount of \$5,875,267.00
- 2. Bid Alternate 1 Gym Metal Liner Panels \$33,912.00
- 3. Bid Alternate 2 Exterior Metal Panels \$23,484.00

Total NTE: \$5,932,663.00

A copy of Ditesco LLC's bid award recommendation memo dated April 17, 2024 is attached to this *Agenda Item Summary*. The total NTE price set forth above does <u>not</u> include pricing for Bid Alternate 3 (Phase 2) – Splash Pad. The Splash Pad will be included in a future phase of the Project, depending on availability of funds and future direction from the Board of Trustees.

Resolution No. 35-R-2024 (the "Resolution"): (1) awards the Construction Agreement for the Mead Community Center project to Dohn Construction; (2) authorizes the Town Public Works Director/Town Engineer to execute the Notice of Award for the Project and deliver a copy of said Notice of Award to Dohn Construction; (3) authorizes the Mayor to execute the Construction Agreement on behalf of the Town when in final form; and (4) authorizes the Town Public Works Director/Town Engineer to execute the Notice to Proceed for the Project at the appropriate time.

Section 9, Item f.

#### FINANCIAL CONSIDERATIONS

The approved 2024 budget identified \$7,675,000 for the Mead Community Center project in budget line item number 09-51-5500 *Capital Outlay, Municipal Facilities*.

The Agreement with Dohn Construction establishes a total not-to-exceed amount of five million nine hundred thirty-two thousand six hundred sixty-three and 00/100 dollars (\$5,932,663.00) ("NTE Amount"). As set forth above, the NTE Amount includes Dohn Construction's base bid amount and pricing for Bid Alternate 1 and Bid Alternate 2.

### STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the April 29, 2024, consent agenda will approve the Resolution. If this item is pulled off the consent for further discussion or questions, Staff recommends the following motion:

# Suggested Motion:

"I move to approve Resolution No. 35-R-2024, A Resolution of the Town of Mead, Colorado, Awarding the Bid and Approving a Construction Agreement between the Town of Mead and Dohn Construction, Inc. for the Mead Community Center (Town of Mead Project No. 2024-001), in the not-to-exceed amount of five million nine hundred thirty-two thousand six hundred sixty-three and 00/100 dollars (\$5,932,663.00)."

### **ATTACHMENTS**

Resolution No. 35-R-2024 Bid results summary (three pages) Ditesco, LLC bid award recommendation (April 17, 2024) (20 pages)

# Town of Mead IFB 2024-001 Mead Community Center Bid Results

DIV			Dohn Coi	uction	Alvarado Construction				Halcyon				Adolfson Peterson				
DIV	DESCRIPTION	Ph	ase 1a PRICE	Р	hase 1b PRICE	Ph	ase 1a PRICE	P	Phase 1b PRICE	Pl	hase 1a PRICE	P	Phase 1b PRICE	Pl	hase 1a PRICE	Pł	ase 1b PRICE
1	General Conditions	\$	28,327.00	\$	949,926.00	\$	148,654.00	\$	397,013.00	\$	167,271.00	\$	749,833.00	\$	367,384.00	\$	508,907.00
2	Existing Conditions	\$	-	\$	-	\$	34,140.00	\$	-	\$	21,250.00	\$	13,000.00	\$	-	\$	23,950.00
3	Concrete	\$	-	\$	246,497.00	\$	136,112.00	\$	308,309.00	\$	-	\$	292,563.00	\$	-	\$	325,594.00
4	Masonry	\$	6,704.00	\$	-	\$	-	\$	12,450.00	\$	-	\$	12,700.00	\$	13,930.00	\$	-
5	Metals	\$	20,245.00	\$	33,514.00	\$	15,811.00	\$	1,267,013.00	\$	-	\$	1,233,532.00	\$	40,025.00	\$	40,755.00
6	Wood, Plastics and Composites	\$	-	\$	10,875.00	\$	-	\$	106,824.00	\$	-	\$	57,830.00	\$	-	\$	117,538.00
7	Thermal and Moisture Protection	\$	-	\$	28,060.00	\$	-	\$	31,900.00	\$	-	\$	12,265.00	\$	-	\$	29,775.00
8	Openings	\$	-	\$	382,877.00	\$	-	\$	485,811.00	\$	-	\$	513,634.00	\$	-	\$	451,609.00
9	Finishes	\$	2,124.00	\$	261,778.00	\$	-	\$	318,409.00	\$	-	\$	351,584.00	\$	-	\$	360,825.00
10	Specialties	\$	3,085.00	\$	88,226.00	\$	3,116.00	\$	88,409.00	\$	124,250.00	\$	265,780.00	\$	906.00	\$	91,496.00
11	Equipment	\$	-	\$	249,857.00	\$	-	\$	121,168.00	\$	-	\$	158,110.00	\$	-	\$	117,590.00
12	Furnishings	\$	13,406.00	\$	69,967.00	\$	16,704.00	\$	17,092.00	\$	-	\$	-	\$	9,527.00	\$	16,268.00
13	Fabricated Engineered Structures	\$	-	\$	1,341,200.00	\$	-	\$	-	\$	-	\$	-	\$	-	\$	1,337,975.00
21	Fire Suppression - ALLOWANCE	\$	-	\$	25,000.00	\$	-	\$	25,000.00	\$	-	\$	25,000.00	\$	-	\$	25,000.00
22	Plumbing	\$	-	\$	128,520.00	\$	-	\$	128,500.00	\$	-	\$	128,500.00	\$	-	\$	161,032.00
23	Heating Ventilating and Air Conditioning	\$	-	\$	473,367.00	\$	-	\$	476,895.00	\$	-	\$	535,963.00	\$	-	\$	500,000.00
26	Electrical	\$	29,111.00	\$	633,964.00	\$	85,565.00	\$	778,615.00	\$	67,251.00	\$	500,541.00	\$	68,610.00	\$	727,040.00
31	Earthwork	\$	91,950.00	\$	152,893.00	\$	183,377.00	\$	76,860.00	\$	56,628.00	\$	53,612.00	\$	99,693.00	\$	155,790.00
32	Exterior Improvements	\$	184,178.00	\$	156,997.00	\$	257,882.00	\$	160,298.00	\$	363,425.00	\$	169,109.00	\$	353,644.00	\$	140,806.00
33	Site Utilities	\$	-	\$	262,619.00	\$	-	\$	225,396.00	\$	126,735.00	\$	126,735.00	\$	-	\$	311,530.00
BASE BID	PRICE (Subtotal)	\$	379,130.00	\$	5,496,137.00	\$	881,361.00	\$	5,025,962.00	\$	926,810.00	\$	5,200,291.00	\$	953,719.00	\$	5,443,480.00
TOTAL BA	SE BID PRICE (Phase 1a + Phase 1b)	\$			5,875,267.00	\$			5,907,323.00	\$			6,127,101.00	\$			6,397,199.00
Bid Alt 1 G	ym Metal Liner Panels	\$			33,912.00	\$			33,099.00	\$			35,995.00	\$			33,372.00
Bid Alt 2 Ex	xterior Metal Panels	\$			23,484.00	\$			22,920.00	\$			24,925.00	00 \$ 2			24,698.00
Bid Alt 3 Pl	hase 2 Splash Pad	\$			817,348.00	\$			1,357,398.00	\$			1,272,902.00	902.00 \$ 1,028			1,028,684.00
BASE BID	+ Alt 1, 2, 3	\$			6,750,011.00	\$			7,320,740.00	\$	\$ 7,460,923.00			\$ 7,483,95			7,483,953.00

# Town of Mead IFB 2024-001 Mead Community Center Bid Results

	Saunders Construction			Bassett Associates					Sage Des	ign	Build	Elder Construction					Roche Constructors				
Р	hase 1a PRICE	Pl	hase 1b PRICE	Pł	nase 1a PRICE	Р	Phase 1b PRICE	Ph	ase 1a PRICE	Pl	hase 1b PRICE	P	Phase 1a PRICE	Р	hase 1b PRICE	Pl	hase 1a PRICE	P	nase 1b PRICE		
\$	74,184.00	\$	266,014.00	\$	140,529.00	\$	768,057.00	\$	75,010.00	\$	536,065.00	\$	136,870.00	\$	730,078.00	\$	204,357.00	\$	1,164,851.00		
\$	26,930.00	\$	127,544.00	\$	-	\$	-	\$	5,150.00	\$	-	\$	-	\$	-	\$	5,150.00	\$	-		
\$	-	\$	223,441.00	\$	195,129.00	\$	401,124.00	\$	-	\$	299,817.00	\$	19,621.00	\$	264,501.00	\$	171,831.00	\$	288,287.00		
\$	35,778.00	\$	-	\$	15,840.00	\$	-	\$	-	\$	13,536.00	\$	13,961.00	\$	-	\$	-	\$	13,400.00		
\$	22,642.00	\$	28,131.00	\$	20,069.00	\$	29,516.00	\$	-	\$	145,092.00	\$	46,561.00	\$	26,516.00	\$	18,632.00	\$	24,734.00		
\$	-	\$	82,727.00	\$	-	\$	44,815.00	\$	-	\$	160,035.00	\$	-	\$	115,184.00	\$	-	\$	81,700.00		
\$	2,100.00	\$	40,296.00	\$	4,581.00	\$	48,801.00	\$	-	\$	17,739.00	\$	9,300.00	\$	32,761.00	\$	2,000.00	\$	35,907.00		
\$	-	\$	437,292.00	\$	-	\$	568,770.00	\$	-	\$	580,011.00	\$	12,507.00	\$	458,952.00	\$	-	\$	275,092.00		
\$	1,207.00	\$	374,189.00	\$	-	\$	358,136.00	\$	-	\$	311,146.00	\$	2,175.00	\$	440,044.00	\$	6,278.00	\$	336,554.00		
\$	861.00	\$	170,100.00	\$	-	\$	109,456.00	\$	-	\$	165,395.00	\$	3,116.00	\$	90,194.00	\$	-	\$	92,887.00		
\$		\$	128,297.00	\$	-	\$	130,517.00	\$	-	\$	104,911.00	\$	-	\$	129,412.00	\$	-	\$	130,094.00		
\$		\$	4,676.00	\$	-	\$	65,777.00	\$	-	\$	5,311.00	\$	15,977.00	\$	16,131.00	\$	12,000.00	\$	58,720.00		
\$		\$	1,373,008.00	\$	-	\$	862,950.00	\$	-	\$	1,270,437.00	\$	-	\$	1,174,584.00	\$	-	\$	1,190,000.00		
\$		\$	25,000.00	\$	-	\$	25,000.00	\$	-	\$	25,000.00	\$	-	\$	25,000.00	\$	-	\$	25,000.00		
\$		\$	167,767.00	\$	-	\$	142,450.00	\$	-	\$	135,600.00	\$	-	\$	123,772.00	\$	-	\$	133,500.00		
\$	1	\$	495,373.00	\$	-	\$	643,500.00	\$	-	\$	499,521.00	\$	-	\$	476,047.00	\$	-	\$	476,895.00		
\$	80,446.00	\$	926,135.00	\$	105,050.00	\$	655,528.00	\$	98,600.00	\$	666,572.00	\$	34,111.00	\$	697,888.00	\$	94,395.00	\$	1,029,025.00		
\$	246,459.00	\$	201,496.00	\$	101,797.00	\$	221,978.00	\$	79,893.00	\$	342,624.00	\$	203,054.00	\$	246,676.00	\$	130,180.00	\$	214,388.00		
\$	466,813.00	\$	185,363.00	\$	242,474.00	\$	197,586.00	\$	367,189.00	\$	381,482.00	\$	443,965.00	\$	428,712.00	\$	236,169.00	\$	82,511.00		
\$	143,720.00	\$	57,716.00	\$	176,126.00	\$	200,252.00	\$	160,115.00	\$	200,953.00	\$	119,100.00	\$	179,387.00	\$	160,115.00	\$	182,048.00		
\$	1,101,140.00	\$	5,314,565.00	\$	1,001,595.00	\$	5,474,213.00	\$	785,957.00	\$	5,861,247.00	\$	1,060,318.00	\$	5,655,839.00	\$	1,041,107.00	\$	5,835,593.00		
\$			6,415,705.00	\$			6,475,808.00	\$			6,647,204.00	\$			6,716,157.00	\$			6,876,700.00		
\$			33,626.00	\$			36,536.00	\$			34,866.00	\$			33,994.00	\$			35,000.00		
\$			23,285.00	\$			25,300.00	\$			93,877.00	\$			23,540.00	\$		25,000			
\$			1,353,851.00	\$			1,632,953.00	0 \$			703,508.00	00 \$ 1,511,319.00			1,511,319.00	0 \$			1,123,000.00		
\$			7,826,467.00	\$			8,170,597.00	\$		7,479,455.00					8,285,010.00	\$			8,059,700.00		

# Town of Mead IFB 2024-001 Mead Community Center Bid Results

	TCC Cor	por	ation	AD Miller					
P	hase 1a PRICE	P	hase 1b PRICE	Pl	hase 1a PRICE	P	hase 1b PRICE		
\$	82,738.00	\$	156,671.00	\$	74,329.47	\$	369,160.70		
\$	9,513.00	\$	6,667.00	\$	43,997.70	\$	45,025.40		
\$	188,602.00	\$	339,260.00	\$	-	\$	277,018.77		
\$	13,106.00	\$	-	\$	-	\$	8,554.83		
\$	14,444.00	\$	38,473.00	\$	-	\$	-		
\$	-	\$	57,092.00	\$	-	\$	106,066.33		
\$	-	\$	-	\$	4,688.27	\$	104,631.15		
\$	-	\$	430,749.00	\$	-	\$	361,191.51		
\$	12,906.00	\$	399,091.00	\$	-	\$	486,645.84		
\$	1,036.00	\$	121,296.00	\$	-	\$	164,181.74		
\$		\$	328,785.00	\$	-	\$	129,471.66		
\$	18,435.00	\$	-	\$	-	\$	3,147.28		
\$	-	\$	1,303,170.00	\$	-	\$	1,328,812.12		
\$	-	\$	25,000.00	\$	-	\$	28,140.88		
\$	-	\$	140,150.00	\$	-	\$	223,100.86		
\$	-	\$	544,690.00	\$	-	\$	667,641.13		
\$	217,200.00	\$	1,342,829.00	\$	110,624.03	\$	1,120,201.45		
\$	149,009.00	\$	195,774.00	\$	119,508.07	\$	180,761.96		
\$	260,835.00	\$	142,847.00	\$	562,964.61	\$	363,696.27		
\$	205,200.00	\$	230,798.00	\$	265,089.98	\$	-		
\$	1,173,024.00	\$	5,803,342.00	\$	1,181,202.13	\$	5,967,449.88		
\$			6,976,366.00	\$			7,148,652.01		
\$			49,751.00	\$			44,580.00		
\$			23,769.00	\$			24,911.00		
\$			1,054,157.00	\$			1,243,235.00		
\$			8,104,043.00	\$			8,461,378.01		



2133 S Timberline Road, Suite 110 Fort Collins, CO 80525 ditescoservices.com

April 17, 2024

Delivery via email: erasmussen@townofmead.org

Mrs. Erika Rasmussen, P.E. Town of Mead 441 3<sup>rd</sup> Street Mead, CO 80542

RE: Town of Mead Community Center Project

**Bid Award Recommendation** 

#### Dear Erika:

On April 9th, 2024 at 2:00 p.m. the Town of Mead opened public bids for the Community Center Project. Eleven total bids were received; with the low base bid amount of \$5,875,267.00 by Dohn Construction. Determination of low bid was defined in the bid documents as base bid, including bid schedules 1A and 1B.

Pricing for three bid alternates was provided in the bids. Bid alternates were defined as:

Alternate #1: Gym – Metal Liner Panels

- 1. Base Bid: Provide metal liner panels to 16 feet high in Gym 104.
- Alternate: Provide cost to add metal liner panels from 16 feet to bottom of roof structure in Gym 104

### Alternate #2: Exterior Metal Panels

- 1. Base Bid: Provide McNichols slotted metal perforated panel at all MT07 locations.
- 2. Alternate: Provide the cost to use "ParaSoleil Lemon Drop" metal panels at all MT07 locations.

### Alternate #3: Exterior Splash Pad

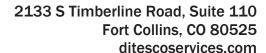
- 1. Base Bid: Provide work as indicated on drawings for Phases 1A and 1B.
- 2. Alternate: Provide splash pad addition and all work as indicated on the drawings for Phase 2. Refer to phasing and site plans for all disciplines for scope of work for Phase 2.

Based on bid pricing and funding availability, we recommend acceptance of Bid Alternates 1 and 2 for a total Award Amount to the GC of \$5,932,663.00.

Ditesco reviewed the bids (attached bid tabulation) and compiled a list of questions for Dohn Construction regarding apportionment of bids between the two required bid schedules. On Tuesday April 16, we scheduled a meeting to discuss with Dohn Construction and found their answers satisfactory and in line with standard bid practices.

We also reached out to check references provided by Dohn and received recommendations from those who we made contact with.

Windsor Charter Academy – Reference: Brett Brown. The project is still underway. Brett says they have done well and Dohn was the only one that could meet the schedule on parking lots. Final completion is scheduled in August and the Owner is pleased with progress. Dohn handled turnover within the project well. He said that he would work with them again.





Poudre Valley Medical Fitness – Martin Lind spoke very highly of Dohn and would hire them again. Martin also shared they were very good at meeting deadlines and solving problems. No claims were submitted on the job by Dohn.

Other references were contacted but did not return calls or otherwise provide responses. Based on Ditesco's review of the bids and reference checks we feel that Dohn Construction is well qualified to perform the work and therefore recommend that the Community Center Project be awarded to Dohn Construction.

Please let me know if you have any questions regarding this recommendation. I can be reached by phone at 970.820.0175 or email at <a href="mailto:bill.renz@ditescoservices.com">bill.renz@ditescoservices.com</a>.

Sincerely

Bill Renz, P.E.

Enclosure: Bid Tab, Contractor Bid

### SECTION 000310 BID FORM

**Project:** Town of Mead – Mead Community Center

Address: Town of Mead

Attn: Erika Rasmussen, Town Engineer

1341 WCR 34 Mead, CO 80542

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices within this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- 1.02 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 1.03 In submitting this Bid, Bidder represents that:
  - A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Bidders Signature	Date Acknowledged
Addendum 1	Nu	Received 2/23/24
Addendum 2	1. W	Received 3/1/24
Addendum 3	1 1	Received 3/8/24
Addendum 4	15	Received 3/20/24

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on

- (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- E. Based on the information and observations referred to in Paragraph D above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
  - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### 1.04 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid:
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

Community Center

- "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, noncompetitive levels; and
- 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- 1.05 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

### Base Bid Proposal

The work will include all necessary labor, supervision, equipment, tools, and materials to complete the work in accordance with the Project Construction Documents and the current Town of Mead Design Standards and Specifications.

**BID FORM NEXT TWO SHEETS** 

Section 9, Item f. Community Center

# Base Bid Proposal (Addendum 4)

		hase 1a PRICE		ase 1b PRICE
General Conditions	\$	28,327	\$	949,926
Existing Conditions	\$	-	\$	_
Concrete	\$	-	\$	246,497
Masonry	\$	6,704	\$	-
Metals	\$	20,245	\$	33,514
Wood, Plastics and Composites	\$	-	\$	10,875
Thermal and Moisture Protection	\$	-	\$	28,060
Openings	\$	-	\$	382,877
Finishes	\$	2,124	\$	261,778
Specialties	\$	3,085	\$	88,226
Equipment	\$	-	\$	249,857
Furnishings	\$	13,406	\$	69,967
Fabricated Engineered Structures	\$	-	\$	1,341,200
Fire Suppression - ALLOWANCE	\$	-	\$	25,000
Plumbing	\$	-	\$	128,520
Heating Ventilating and Air Conditioning	\$	-	\$	473,367
Electrical	\$	29,111	\$	633,964
Earthwork	\$	91,950	\$	152,893
Exterior Improvements	\$	184,178	\$	156,997
Site Utilities	\$	-	\$	262,619
 RICE (Subtotal)	\$	379,130	\$	5,496,137
E BID PRICE (Phase 1a + Phase 1b)	\$			5,875,267
	Existing Conditions  Concrete  Masonry  Metals  Wood, Plastics and Composites  Thermal and Moisture Protection  Openings  Finishes  Specialties  Equipment  Furnishings  Fabricated Engineered Structures  Fire Suppression - ALLOWANCE  Plumbing  Heating Ventilating and Air Conditioning  Electrical  Earthwork  Exterior Improvements  Site Utilities  RICE (Subtotal)	Existing Conditions  Concrete  Masonry  Metals  Wood, Plastics and Composites  Thermal and Moisture Protection  Openings  Finishes  Specialties  Equipment  Furnishings  Fabricated Engineered Structures  Fire Suppression - ALLOWANCE  Plumbing  Heating Ventilating and Air Conditioning  Electrical  Earthwork  Exterior Improvements  Site Utilities  RICE (Subtotal)	Existing Conditions         \$ -           Concrete         \$ -           Masonry         \$ 6,704           Metals         \$ 20,245           Wood, Plastics and Composites         \$ -           Thermal and Moisture Protection         \$ -           Openings         \$ -           Finishes         \$ 2,124           Specialties         \$ 3,085           Equipment         \$ -           Furnishings         \$ 13,406           Fabricated Engineered Structures         \$ -           Fire Suppression - ALLOWANCE         \$ -           Plumbing         \$ -           Heating Ventilating and Air Conditioning         \$ -           Electrical         \$ 29,111           Earthwork         \$ 91,950           Exterior Improvements         \$ 184,178           Site Utilities         \$ 379,130	Existing Conditions         \$ - \$           Concrete         \$ - \$           Masonry         \$ 6,704 \$           Metals         \$ 20,245 \$           Wood, Plastics and Composites         \$ - \$           Thermal and Moisture Protection         \$ - \$           Openings         \$ - \$           Finishes         \$ 2,124 \$           Specialties         \$ 3,085 \$           Equipment         \$ - \$           Furnishings         \$ 13,406 \$           Fabricated Engineered Structures         \$ - \$           Fire Suppression - ALLOWANCE         \$ - \$           Plumbing         \$ - \$           Heating Ventilating and Air Conditioning         \$ - \$           Electrical         \$ 29,111 \$           Earthwork         \$ 91,950 \$           Exterior Improvements         \$ 184,178 \$           Site Utilities         \$ 379,130 \$

# Total Base Bid Price (in words)

I IVE MINION LIGHT	Hundred Seventy-Five Thousand Two Hundred Sixty-Seven	Dollars,
and No		Cents.

### Bid Alternates Proposal (Addendum 4)

Item No.	Description	Unit	Qty	Price
A1	Alternate 1 – Gym – Metal Liner Panels	LS	1	\$ 33,912.00

#### Bid Alternate 1 Price (in words)

Thirty-Three Thousand Nine Hundred Twelve Dollars, and No Cents.

Item No.	Description	Unit	Qty	Price
A2	Alternate 2 – Exterior Metal Panels	LS	1	\$ 23,484.00

### Bid Alternate 2 Price (in words)

Twenty-Three Thousand Four Hundred Eighty-Four Dollars, and No Cents.

Item N	0.	Description	Unit	Qty	Price
A3	Alte	ernate 3 – Phase 2 Splash Pad	LS	1	\$ 817,348.00

### Bid Alternate 3 Price (in words)

Eight Hund	red Seventeen Thousand Three Hundred Forty-Eight	Dollars,
and	No	Cents.

BIDDER acknowledges that the Owner has the right to delete items in the Bid or change quantities at his sole discretion without affecting the Agreement or prices of any item so long as the deletion or change does not exceed twenty-five percent (25%) of the total Contract Amount.

The undersigned Bidder agrees to furnish any and all required Bonds in the form required by the Town and to enter into a contract within the time specified in the Instructions to Bidders and further agrees to complete all Work covered by the Bid, in accordance with specified requirements, within the time specified in the Agreement. Bidder accepts the provisions of the Agreement as to liquidated damages.

In submitting this Bid it is understood that the right is reserved by Owner to reject any and all bids, and it is understood that this Bid may not be withdrawn during a period of 45 days after the scheduled time for the receipt of bids.

#### 1.06 Construction Schedule

- A. Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 1.07 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security;
  - B. List of Project References; Résumé of General Manager & Superintendent
  - C. List of Proposed Suppliers
  - D. List of Proposed Subcontractors
  - E. Evidence of authority to do business in the state Colorado; or a written covenant to obtain such license within the time for acceptance of Bids;
- 1.08 The Engineer may require the apparent low responsive bid and second low responsive bid General Contractors to submit the following Statement of Qualifications after the bid opening:

### A. General Information

Please provide official firm name, license, contact person for bidding, title, phone number, e-mail address, and mailing address. Provide a list of current projects under construction in detail, including Owner's name and contact information, Engineer's name and contact information, contract price, percent complete, and brief description of work.

### B. Project Experience

- 1. Provide brief summaries of a minimum of three (3) comparable projects in which your firm served as General Contractor in last five (5) years. Include the following information with each project summary:
  - a. Owner and Engineer contact information
  - b. References and contact information
  - c. Project contract price and final construction cost
  - d. Construction dates
- C. Experience of key personnel to be assigned to this project.
  - 1. For each key person identified, list at least two comparable projects in which they have played a primary role. For other projects provide:

- a. Description of project
- b. Role of the person
- c. Project's original contracted construction cost and final construction cost
- d. Construction dates
- e. Project Owner
- f. Reference information (two names with telephone numbers for each project)

# D. References

- 1. Provide name, address, and phone number of the General Contractor's banking reference
- 2. Provide name, address, and phone number of the General Contractor's insurance agent(s)

# SIGNATURE OF BIDDER:

Date:	4/9/24		
	3		-
If an Individual:	n No.	2	1
Doing business as:			
If a Partnership:			
Ву:	Production of the Control of the Con		,partner
If a Corporation: _ Dohn	Construction, Inc. (a_	Colorado	Corporation
Ву:	Doghadh	Douglas A. Dohn	ı, President
 (SEAL & TITLE_	Autur Hill	Sculines ATTEST)	SEAL SEAL
ADDRESS:	2642 Midpoint Drive		Manual State of the State of th
	Fort Collins, CO 80525		
TELEPHONE:	970-490-1855		
EMAIL:	ddohn@dohnconstruction.co	m	27

# **END OF SECTION**

# **SECTION 000410 BID BOND**

	own of Mead – Mead Comi FB 2024-001	munity Center					
KNOW ALL MEN BY THESE PRESENTS:							
WHEREAS, <u>Dohn Construction</u> , Inc. hereinafter called the "Principal", is submitting a proposal hereinafter the "Proposal" for the above-described project, to the Town of Mead, Colorado a municipal corporation hereinafter called "Obligee".							
WHEREAS, the Advertisement for Bids has required as a condition of receiving the Proposals that the Principal submit with the Proposal GUARANTY in an amount not less than five percent (5%) of the Proposal, which sum it is specifically agreed is to be forfeited as Liquidated Damages in the event that the Principal defaults in his obligation as hereinafter specified, and, in response to such Requirement, this Bid Bond is made, executed and delivered.							
Liberty Mutual authorized to tra in the sum of fi States for the p ourselves, our h	NOW THEREFORE, the Principal and [insert name of Surety] Liberty Mutual Insurance Company a corporation of the State of Massachusetts, duly authorized to transact business in Colorado, as Surety, are held firmly bound unto the Obligee, in the sum of five percent (5%) of the Principal's total bid price, lawful money of the United States for the payment of which sum, will and truly to be made to the Obligee, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.						
FURTHER THAT, a condition of the obligation that the Principal shall maintain his Proposal in full force and effect for sixty (60) days after the opening of the proposals for the project, or, if the Principal's Proposal is accepted, the Principal shall, within the prescribed time, execute the required Agreement, furnish the required Performance Bond, Labor and Material Payment Bond, Insurance Policy, and Certificates of Insurance, then this obligation shall be null and void, otherwise it shall remain in full force and effect, and subject to forfeiture upon demand as Liquidated Damages.							
IN WITNESS WI	HEREOF said Principal and	d Surety have executed this Bond, this <u>3rd</u> day of					
6.6		THE PRINCIPAL					
(Corporate Seal)		Dohn Construction, Inc.					
F SIS	1 /	2642 Midpoint Drive, Fort Collins, CO 80524					
ATTEST: Secretary	store MM	Address BY with a Sch					
SIGNATURES		business as a Corporation, the Bid Bond shall be President, or Vice President. The signature of the					
	officer shall be attested to	by the Secretary and property sealed.					

Town of Mead Mead Community Center 00410-1

July 2024

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

(Corporate Seal)

THE SURETY

Liberty Mutual Insurance Company

aratam

By

Attorney-in-Fact Rae L. Campbell

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

**END OF SECTION** 



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

> Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8208322-905040

	POWER OF ATTORNEY				
	KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrew S. Fritzler, David M. Janssen, Diana R. Vigil, Rae L. Campbell, Stella R. Ferris, Valerie J. Mathiason, William K. Dufford				
		e a			
	all of the city of Johnstown state of CO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.	i			
	IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of July , 2022 .				
	State of PENNSYLVANIA  State of PENNSYLVANIA	inquiries, nutual.com.			
)	County of MONTGOMERY  On this 15th day of July , 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.	/erificatior @libertyn			
	IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.	SUR)			
CONTRACTOR INCOMENDATION CONTRACTOR AND AND AND AND ADDRESS OF THE PROPERTY OF	Commonwealth of Pennsylvania - Notary Seal Toresa Pastella, Notary Public Montgomery County My commission expires March 28, 2025 Commission number 1128044 Member, Pennsylvania Association of Notaries  Teresa Pastella, Notary Public  Teresa Pastella, Notary Public	of Attorney (PC 40 or email HOS			
	This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:	ower 2-82			
	ARTICLE IV – OFFICERS: Section 12. Power of Attorney.  Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.	For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@ilbertymutual.com			



ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys in fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3.







Renee C. Llewellyn, Assistant Secretary

# project manager STEPHANI EVANS





Stephani's experience in the construction industry has taught her early planning and continuous engagement of all parties - owner, architect, end users, engineers, and subcontractors is critical to project success. Stephani is responsible for overall team leadership and overall success of the project. She is directly responsible for financial and cost updates, schedule management, material procurement, submittals, change orders, Requests for Information, subcontract management, purchase orders, progress meetings, and correspondence with professionals and owners. Stephani uses Vista by Viewpoint for overall project management and accounting, MS Project for scheduling, Bluebeam, and PlanGrid for field management.

# FEATURED PROJECT EXPERIENCE



### Windsor Charter Academy, Windsor, CO

A new 38,000 sqft building, a natural turf soccer field, new parking areas, paving existing parking areas and site development. The building will include classrooms, a high school commons area, locker rooms and gymnasium.



#### Bachus & Schanker, Fort Collins, CO

This project is a 3,081 square foot law office for Bachus & Schanker in Fort Collins. The office includes individual offices, two conference rooms. break room/kitchen, and an exterior patio.



#### Better Business Bureau, Fort Collins, CO

Project included new walls and layout, bathrooms. new electrical wiring and lighting, frame-less glass office and conference room entrances, installation of a sound masking system and new secure entry.



# Prospector Apartments, Estes Park, CO

New affordable housing apartments in Estes Park. There will be four buildings with 94 units including one maintenance and storage room and one leasing office.

# OTHER PROJECT EXPERIENCE





# **EDUCATION**

### **Bachelor of Science**

Construction Management Colorado State University Fort Collins, Colorado

# **CERTIFICATIONS**

- Vice President, Women in Construction Club at Colorado State University
- Basic First Aid & CPR
- OSHA 10-Hour

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# field superintendent

# **JEFF JOHNSON**





Jeff provides construction management and supervision services on a variety of project types, sizes, and locations. Jeff is directly responsible for overseeing and coordinating all activity at the construction site. He procures materials, supervises subcontractor's and Dohn's work forces, and works closely with the project manager to keep the project on schedule. Jeff is directly responsible for adherence to all safety policies and procedures and has primary responsibility for quality control.



# FEATURED PROJECT EXPERIENCE



# Bellco Credit Union, Greeley, CO

2,803 sq ft Tenant Improvement project which involved significant enhancements to the space. This included the addition of six office spaces, an IT room, workroom, and a waiting/hospitality area.



### Innosphere, Fort Collins, CO

30,000 square foot commercial office building includes mixed-use office spaces, bioscience laboratories, &conference facilities. The energy efficient building is LEED® NC, Platinum certified.



# Northwest Affordable Housing Apartments, Broomfield, CO

A four-story building consists of 50 units accessible through double-loaded corridors, stairways on each end, and an elevator. This project utilized Low Income Housing Tax Credits.



#### Prospect Station Apartments, Fort Collins, CO

This 39,217 square foot apartment complex consists of 32 rental units. The three-story, wood framed buildings feature tucked-under parking, a commercial space, and two live/work units. Prospect Station offers studios as well as one, two, and three-bedroom luxury loft residences.

# OTHER PROJECT EXPERIENCE

Linden Street Historic Residences Renovation	\$7,696,566	Fort Collins, CO
2419 Custer Apartments	\$3,755,541	Fort Collins, CO
Midtown Commons Façade, Roof and North Shell Remodel	\$2,277,098	Fort Collins, CO
Food Safety Net Services Facade & Site Work	\$2,260,106	Greeley, CO
North College Marketplace, Building 5	\$929,604	Fort Collins, CO

# **EDUCATION**

# High School Dipolma

Greeley Central High School Greeley, CO

# **CERTIFICATIONS**

- OSHA 10-Hour
- OSHA 8-Hour
- Erosion Control & Storm Water Management
- Basic First Aid & CPR
- EPA Certified Renovator in Lead Safety
- EPA 16-Hour Asbestos O&M Training
- Microsoft Project Basic Scheduling
- UL Qualified Firestop Contractor
- City of Fort Collins Approved Fenestration Installer
- OSHA Competent Person
  Scaffolding & Fall Protection
  Trenching & Excavations
  Hazardous Communication

Tools & PPF

Electrical / Lock Out Tab



Section 9, Item f.

# dohn construction

# **PROJECT REFERENCES**

Over the years we have completed a number of relevant projects. Below is a list of selected highlighted projects.

Project Name	Location	Square Footage	Completion Date	Contract Amount	Owner Contact
ChampionX	Kersey, CO	7,222	October 2024	\$2,005,937	ChampionX, LLC Karl Brueckner, 281-632-6699
Windsor Charter Academy	Windsor, CO	38,128	August 2024	\$13,000,000	Windsor Charter Academy Brett Brown, 970.566.1294
Greenridge Warehouse and Office Building	Windsor, CO	29,929	August 2020	\$2,949,901	Windsor Development, LLC Philip Schuman, 970.219.1493
Greendale Flex Building	Windsor, CO	15,300	January 2019	\$1,641,395	Prospect Station, LLC Alex Schuman, 970.219.1493
Food Bank for Larimer County	Loveland, CO	42,000	August 2019	\$3,566,833	Food Bank for Larimer County Amy Pezzani, 970.493.4477
Poudre Valley Medical Fitness	Windsor, CO	66,982	July 2018	\$9,871,787	Trollco, Inc + PVHS Martin Lind, 970.302.3360
Windsor Rec Center	Windsor, CO	47,000	September 2004	\$5,803,454	Town of Winsdor Wade Willis, 970.674.2444







Section 9, Item f.



# Dohn Construction, Inc 2642 Midpoint Drive | Fort Collins, CO | 80525

**Division** List of Suppliers Exceeding \$50,000

Phase 1 A & B

8 Doors: Mathias

9 Door Hardware: Greeley Lock and Key
 12 Furnishings Forms and Surfaces

Phase 2

32 Aquatic: Vortex



# Dohn Construction, Inc 2642 Midpoint Drive | Fort Collins, CO | 80525

# <u>Division</u> <u>List of Subcontractors Exceeding \$50,000</u>

### Phase 1 A & B

3	Concrete Foundations/SOG:	Pierson Concrete
8	Storefront:	Commercial Glass
9	Metal Stud and Drywall:	Copper Springs
9	Flooring:	Advanced Flooring
_	<b>5</b> · ·	

9 Paint: Molecular10 Signage BSC Signs

11 Athletic Flooring: Ponder Company, Inc.

11 Athletic Equipment: H2I

13 Pre-Engineered Metal Building: Heath Steel
 22 Plumbing: Aggie Plumbing
 23 HVAC: Air Comfort

26 Electrical: High Point Electric

26 Audio Visual Ford AV

26 Access Control Greeley Lock and Key
 31 Earthwork: Open Range Services
 31 Utilities: Open Range Services

31 Utilities: Open Range Services
31 Survey: Washburn
32 Asphalt: All-Pro Asphalt
32 Exterior Concrete: Pierson Concrete
32 Landscaping: Landscape Concept

### Phase 2

12 Shelter Churchich Recreation

32 Aquatic: Prestige

32 Exterior Concrete: Pierson Concrete
 32 Landscaping: Landscape Concept

# OFFICE OF THE SECRETARY OF STATE OF THE STATE OF COLORADO

# CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office.

DOHN CONSTRUCTION, INC.

is a

### Corporation

formed or registered on 09/22/1992 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19921092138.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/13/2024 that have been posted, and by documents delivered to this office electronically through 03/18/2024 @ 16:54:30.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/18/2024 @ 16:54:30 in accordance with applicable law. This certificate is assigned Confirmation Number 15854623 .



Secretary of State of the State of Colorado

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, https://www.coloradosos.gov/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, https://www.coloradosos.gov/click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



# Mead Community Center Town of Mead Mead, CO ASSUMPTIONS AND CLARIFICATIONS 4/9/24

# 1. DIVISION 7 – THERMAL AND MOISTURE PROTECTION

- a) Dampproofing.
  - a. Deco 20 Damproofing is included.

### 2. DIVISION 9 – FINISHES

- a) Gypsum Board Systems
  - a. Drywall above liner panel on exterior wall is excluded. Assumes exposed vaper barrier. Alternate description doesn't describe what is in place of the liner panel in the base cost. A602 wall section infers there could be drywall but E2 on Exterior Wall assembly does not.

### 3. DIVISION 22 – PLUMBING

a) Venting above grade is included as PVC. Add \$4,500 is cast iron is required.

### 4. DIVISION 26 – ELECTRICAL

- a) AV System
  - a. As Addendum 4 stated, in case of discrepancies we are following the drawings. However, we still found discrepancies when following this tact.
  - b. In Gym 104 East and West, four (4) total wireless microphone transmitters are included.
  - c. Although it is mentioned in the narrative, Sound Masking System is excluded. It is NOT shown in the drawings.
  - d. Although it is mentioned in the narrative, Digital Signage System is excluded. It is NOT shown in the drawings.
  - e. In Flex Room 107 and Reception 101A AVoIP decoders for the displays, for compatibility these need to be HD BaseT receivers. Three (3) HD BaseT receivers are included.
  - f. Per the drawings, twelve (12) speakers in the Gym are included.
  - g. In Flex 107, one (1) ceiling mounted microphone array to complete the video conferencing system is included.
  - h. Although it is mentioned in the narrative, Touch Panel in the equipment rack is excluded. It is NOT shown in the drawings.
  - i. Although it is mentioned in the narrative, AV system in the Multi-purpose Room is excluded. It is NOT shown in the drawings.
  - j. 25 year structured cabling warranty is excluded.

### 5. DIVISION 31 – EARTHWORK & UTILITIES

- a) Earthwork
  - a. Rock excavation is excluded
  - b. Fly ash or lime treatment is excluded.

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# 6. DIVISION 32 – EXTERIOR IMPROVEMENTS

- a) Curbs, Gutters, Sidewalks, and Paving
  - a. Alternate supplier of decorative concrete is included at splash pad in lieu of Colorado Hardscapes. The specified concrete design is proprietary to Colorado Hardscapes so a substitution equivalent is hard to gage.

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# TOWN OF MEAD, COLORADO RESOLUTION NO. 35-R-2024

# A RESOLUTION OF THE TOWN OF MEAD, COLORADO, AWARDING THE BID AND APPROVING A CONSTRUCTION AGREEMENT BETWEEN THE TOWN OF MEAD AND DOHN CONSTRUCTION, INC. FOR MEAD COMMUNITY CENTER (TOWN OF MEAD PROJECT NO. 2024-001)

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

**WHEREAS**, the Town requires the construction of the Mead Community Center, as more particularly described in IFB No. 2024-001 (the "Project" or "Work"), and solicited bids for the Project in accordance with Colorado law by posting the IFB on the Rocky Mountain E-Purchasing System; and

**WHEREAS**, Town Staff and the Town's project management consultant (Ditesco, LLC) has reviewed and evaluated all complete and responsive bids submitted, and is recommending award of the Project to the bidder whose bid is in the best interests of the Town; and

**WHEREAS**, it is the desire and intent of the Board of Trustees to award the construction agreement to the bidder who submitted a bid in compliance with the reasonable and stated specifications contained within the IFB; and

**WHEREAS**, the Board of Trustees, after full consideration of the bids submitted and the recommendation of Town Staff presented at the April 29, 2024 regular meeting, finds that **Dohn Construction, Inc.**, a Colorado corporation (the successful bidder, hereinafter "Contractor"), submitted the bid that has been determined to be in the best interests of the Town; and

WHEREAS, the Board further finds that it is in the best interests of the Town to award the bid for the Project to the Contractor in the not-to-exceed amount of **five million nine hundred thirty-two thousand six hundred sixty-three and 00/100 dollars (\$5,932,663.00)**, based on total cost and unit pricing set forth in the Contractor's bid proposal, which includes all necessary labor, supervision, equipment, tools and materials for the Work to be performed; and

**WHEREAS**, the Town desires to enter into a construction agreement with the Contractor to have the Contractor perform the Work described with particularity in the IFB and contract documents for the benefit of the Town of Mead, which construction agreement shall be substantially in the form attached hereto as **Exhibit 1** (the "Construction Agreement").

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

**Section 1.** The Board of Trustees hereby: (a) awards the Project to the Contractor in the not to exceed amount of **five million nine hundred thirty-two thousand six hundred sixty-three and 00/100 dollars (\$5,932,663.00)**; (b) authorizes the Town Attorney to make such changes as may be needed to correct any non-material errors or language or to negotiate such changes to the Construction Agreement as may be appropriate and that do not substantially increase the obligations of the Town; (c) authorizes the Town Public Works Director/Town Engineer to execute the Notice of Award for the Project and deliver a

copy of said Notice of Award to the Contractor; (d) authorizes the Mayor to execute the Construction Agreement on behalf of the Town on or after such date as the Contractor has delivered the executed Construction Agreement to the Town, together with the proof of insurance, performance bond, payment bond, and other documents specifically required by the IFB, the Construction Agreement, the Notice of Award, and other Contract Documents; and (e) authorizes the Town Public Works Director/Town Engineer to execute the Notice to Proceed for the Project.

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 29th DAY OF APRIL, 2024.

ATTEST:	TOWN OF MEAD	
By	By	
Mary E. Strutt, MMC, Town Clerk	Colleen G. Whitlow, Mayor	

# Exhibit 1

Construction Agreement (Dohn Construction, Inc.) [IFB 2024-001]

[Attached.]

# TOWN OF MEAD, COLORADO CONSTRUCTION AGREEMENT Project Number 2024-001 ("Project")

This CONSTRUCTION AGREEMENT ("Agreement") is made and entered into by and between the TOWN OF MEAD, COLORADO, a municipal corporation of the State of Colorado, with offices at 441 Third Street, Mead, Colorado 80542 (the "Town" or "Owner"), and Dohn Construction, Inc., a Colorado corporation, whose address is 2642 Midpoint Drive, Fort Collins, Co 80525 (the "Contractor").

### **RECITALS**

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

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

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

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

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

#### THE PARTIES AGREE AS FOLLOWS:

- 1.00 SCOPE OF WORK: The Contractor will furnish all tools, equipment, machinery, materials, supplies, superintendence, insurance, transportation, other construction accessories, and services specified or required to be incorporated in and form a permanent part of the construction and completion of the work proposed to be done under this Agreement ("Work" or "Scope of Work"). In addition, the Contractor shall provide and perform all necessary labor in a first-class and workmanlike manner and in accordance with the conditions and prices stated in the Bid Proposal and the requirements, stipulations, provisions, and conditions of the Contract Documents. The Contractor shall further perform, execute, construct, and complete all things mentioned to be done by the Contractor and all work covered by the Owner's official award of this contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's bid, or part thereof.
- **2.00 THE CONTRACT DOCUMENTS:** This Agreement incorporates all the Contract Documents, which together represent the entire and integrated agreement between the parties hereto and supersede prior negotiations, written or oral representations, and agreements. The Contract Documents consist of this Construction Agreement, which Agreement also incorporates by this reference all of the instruments set forth in the Contract Documents as fully as if they were set forth in this Agreement in full. The Contract Documents consist of, without limitation, the following documents:
  - 1. Invitation for Bid or Request for Proposals and Instructions to Bidders
  - 2. Contractor's Bid Form (with Unit Pricing as indicated), which is **Exhibit A** to this Agreement
  - 3. This Construction Agreement and any addendums, exhibits or attachments to this Agreement
  - 4. Performance and Payment Bond
  - 5. Bid Proposal
  - 6. Notice of Award
  - 7. Notice to Proceed

Mead Construction Agreement (Dohn Construction, Inc.) Project No. 2024-001 (Mead Community Center) Page **1** of **11** Eff. 4/24/20

8.	Bid Bond (Minimum 5% equivalent of the Bid Proposal price or as otherwise provided as part of the Bid Pack)	se set forth in the Bid Bond form
9.	General Conditions	
	The following documents if the box is checked:	
	Special Provisions	
	Design Documents, including all Drawings and Plans	
	Addendums to Specifications and Standards	
	<ul> <li>☑ The following manual of construction design standards and specification Project Manual Specifications (978 pages), Mead Community Center Project Manual Specification (978 pages), Mead Community Center (978 pages), Mead Community Center (978 pages), Mead Community Center (978 pages)</li></ul>	ermit Set (152 pages)
	Agreement   ○ Others: Addendum Nos. 1, 2, 3 and 4 to IFB/RFP	
3.0	0 TIME AND COMMENCEMENT OF COMPLETION: This Agreement	shall commones as of the data the
	is fully executed by both parties and shall continue through	
	The Contractor shall commence the Work within the timeframe or by the date s	
	e to Proceed is issued, within days of the date of this Agreement. Contractor	
	ted in the Notice to Proceed or, if no Notice to Proceed is issued, within da	
time frame	<b>LIQUIDATED DAMAGES:</b> All time limits stated in this Agreement an of the Agreement. The Town and Contractor recognize the completion of the , or as extended, is important to the ongoing operations of the Town and its clude expenses to the Town for extended manpower commitments, outside	work as shown in the contractual itizens. They also recognize that
	other legal fees to extend the project beyond the expected time period.	
_		
liq	If this box is checked, in lieu of requiring any such proof and backup for such uidated damages (not penalties) may be assessed by the Owner in the sum of <b>tv r day</b> for each day after the contract time frame expires.	
	To distance in the deal in addition to a single or of the delta decrease (if the de-	-1-h
lur	If this box is checked, in addition to or in lieu of the daily damages (if checked parts sum liquidated damages (not penalties) may be assessed by the Town	
- 0		
nine hund	CONTRACT SUM AND PAYMENT: The Owner shall pay to the Compassed by this Agreement, and the Contractor will accept as full compensation ared thirty-two thousand six hundred sixty-three and 00/100 dollars (\$5,932) the Contract Documents ("Contract Price"). The Town has appropriated suffi	the therefore the sum of five million 2,663.00) subject to adjustment as
Work.		
	a. Monthly, partial, progress payments shall be made by the Town to the the Work completed, subject to inspection by Town staff to verify percealone shall determine when work has been completed and progress paym of the right of the Town to require the fulfillment of all terms of this A improvements embraced in this Agreement in a complete and satisfaction details. The Town, before making any payment, may require the Contraction any or all persons performing work under this Agreement and/or the Contractor, or any subcontractor if this is deemed necessary to protect however, may in its discretion make payment in part or full to the furnishing of such releases or receipts.	entage of completion. The Town nents shall not constitute a waiver Agreement and the delivery of all ctory manner to the Town in all ctor to furnish releases or receipts supplying material or services to et the Town's interest. The Town,
	ad Construction Agreement (Dohn Construction, Inc.) ject No. 2024-001 (Mead Community Center)	Page <b>2</b> of <b>11</b> Eff. 4/24/20

- b. By the \_\_\_\_\_ day of each month, Contractor shall submit to the Town for review and approval, an application for payment fully completed and signed by Contractor covering the work completed through the last day of the prior month and accompanied by such supporting documentation as is required by these Contract Documents, including without limitation, time sheets, invoices, receipts, bills of lading, and all other documents the Town may require. Materials on hand but not complete in place may or may not be included for payment at the discretion of the Town. Each subsequent application for payment shall include an affidavit of Contractor providing that all previous progress payments received on account of the work have been applied to discharge in full all of Contractor's obligations reflected in prior applications for payment. Notwithstanding the progress payments, it is the intent and purpose of the Town to withhold at least five percent (5%) of payments to Contractor for any contract exceeding One Hundred Fifty Thousand Dollars (\$150,000.00) in accordance with Article 91, Title 24, C.R.S.
- **6.00 ACCEPTANCE AND FINAL PAYMENT**: Final payment may be requested by the Contractor upon completion and acceptance, by the Town, of all work as set forth in the Contract Documents. The total amount of final payment shall consist of the Contract Price, as adjusted in accordance with approved change orders, if applicable, less all previous payments to the Contractor. If the contract price exceeds one hundred fifty thousand dollars (\$150,000), the Town may make the final payment to the Contractor only after the Town has published notice of such final payment in accordance with C.R.S. § 24-91-103.
- **7.00 ADDITIONAL WORK:** Should work beyond that described in the Contract Documents be required, it will be paid for as extra work at a cost to be agreed upon in separate written agreement by the Town and the Contractor prior to commencement of the additional work. Such additional agreements shall be executed and approved by all persons required by Town purchasing ordinances or policies. Unless specifically excluded, such written agreements shall be considered part of the Contract Documents.
- **8.00 CONTRACTOR'S REPRESENTATIONS:** In order to induce the Town to enter into this Agreement, the Contractor makes the following representations:
  - a. The Contractor has familiarized itself with the nature and the extent of the Contract Documents, Scope of Work, the locality, all physical characteristics of the area of the work within the Scope of Work, including without limitation, improvements, soil conditions, drainage, topography, and all other features of the terrain, and with the local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the work, or apply in any manner whatsoever to the work.
  - b. Contractor has carefully considered all physical conditions at the site and existing facilities affecting cost, progress, or performance of the work.
  - c. Contractor has given the Town written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and such documents are acceptable to the Contractor.
  - d. Contractor shall not extend the credit or faith of the Owner to any other persons or organizations.
- **9.00 INSURANCE:** Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all obligations assumed by the Contractor pursuant to this Agreement. Contractor shall not commence work under this Agreement until it has obtained all said insurance required by the Contract Documents and such insurance has been approved by the Town. The Contractor shall not allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Contractor must continuously maintain the insurance coverage required in this section, with the minimum insurance coverage listed below:

Mead Construction Agreement (Dohn Construction, Inc.) Project No. 2024-001 (Mead Community Center) Page **3** of **11** Eff. 4/24/20

- a. Worker's Compensation in accordance with the Worker's Compensation Act of the State of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract.
- b. Comprehensive General liability insurance with minimum limits of TWO MILLION DOLLARS (\$2,000,000) per each occurrence, AND TEN MILLION DOLLARS (\$10,000,000) aggregate, plus an additional amount sufficient to pay related attorneys' fees and defense costs. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.
- c. Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than TWO MILLION DOLLARS (\$2,000,000) per each occurrence, plus an additional amount sufficient to pay related attorneys' fees and defense costs, with respect to each of the Contractor's owned, hired or non owned vehicles assigned to or used in performance of this contract.
- d. Builder's Risk insurance with minimum limits of not less than the insurable value of the work to be performed under this contract at completion less the value of the materials and equipment insured under installation floater insurance. The policy shall be written in completed value form and shall protect the Contractor and the Town against risks of damage to buildings, structures, and materials and equipment not otherwise covered under Installation Floater insurance, from the perils of fire and lightning, the perils included in the standard coverage endorsement, and the perils of vandalism and malicious mischief. Equipment such as pumps, engine-generators, compressors, motors, switch-gear, transformers, panel-boards, control equipment, and other similar equipment shall be insured under Installation Floater insurance when the aggregate value of the equipment exceeds \$10,000. The policy shall provide for losses to be payable to the Contractor and the Town as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the Contractor or the Town.

e.	☐ If this box is checked, Professional Liability/Errors and Omission in an amount not less than	
	MILLION DOLLARS (\$ ,000,000).	

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

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

**10.00 BONDS:** Contractor shall furnish a performance bond, payment bond, and warranty bond in an amount determined by the Town, but in any event at least equal to the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents, including but not limited to the guaranty period.

Mead Construction Agreement (Dohn Construction, Inc.) Project No. 2024-001 (Mead Community Center) Page **4** of **11** Eff. 4/24/20 These bonds shall remain in effect at least until one year after the date of final payment. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Colorado and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570, amended, by the Audit Staff, Bureau of Account, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in Colorado is terminated, or it ceases to meet the requirements of clauses (i) and (ii) of this section, Contractor shall, within five (5) days thereafter, substitute another bond and surety, both of which shall be acceptable to the Town.

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

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

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

#### 14.00 EVENTS OF AND TERMINATION FOR DEFAULT:

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

Mead Construction Agreement (Dohn Construction, Inc.) Project No. 2024-001 (Mead Community Center) Page **5** of **11** Eff. 4/24/20

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

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

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

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

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

**16.00 GOVERNING LAW AND VENUE:** Venue for any and all legal matters regarding or arising out of the transactions covered herein shall be solely in the District Court in and for Weld County, State of Colorado. This transaction shall be governed by the laws of the State of Colorado.

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

Mead Construction Agreement (Dohn Construction, Inc.) Project No. 2024-001 (Mead Community Center) Page **6** of **11** Eff. 4/24/20 shall remain liable for the performance of the work under this agreement.

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

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

**20.00 NOTICE:** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by delivery of same in person to the addressee or by courier delivery via Federal Express or other nationally recognized overnight air courier service, by electronically-confirmed facsimile or email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

The Town: Town of Mead

Attn: Town Manager 441 Third Street, Mead, CO 80542

Email: hmigchelbrink@townofmead.org

With a copy to: Michow Guckenberger McAskin, LLP

Attn: Mead Town Attorney 5299 DTC Blvd, Suite 300 Greenwood Village, CO 80111 Email: mmcaskin@mgmfirm.com

Contractor: Dohn Construction, Inc.

Attn: Douglas Dohn, President

2642 Midpoint Drive Fort Collins, CO 80525

Email: ddohn@dohnconstruction.com

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

**22.00 ATTORNEY'S FEES:** If the Contractor breaches this Agreement, then it shall pay the Town's reasonable costs and attorney's fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.

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

**24.00 RIGHTS AND REMEDIES:** Any rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or

Mead Construction Agreement (Dohn Construction, Inc.) Project No. 2024-001 (Mead Community Center) Page **7** of **11** Eff. 4/24/20 equitable remedies, or the period in which such remedies may be asserted.

- **25.00 BINDING EFFECT:** The parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this section shall not authorize assignment.
- **26.00 NO THIRD-PARTY BENEFICIARIES:** Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, subconsultant or subcontractor of Contractor. Absolutely no third-party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.
- **27.00 CONFLICT BETWEEN DOCUMENTS:** In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit. In the event of a conflict between any of the Contract Documents, the following order of precedence shall apply: (1) change orders, (2) this Agreement, as may be amended, (3) special provisions, (4) general conditions, (5) design standards and specifications, including any addenda, (6) design documents, and (7) any other Contract Documents, with the more specific or stricter provision controlling.
- **28.00 FORCE MAJEURE:** Neither the Contractor nor the Town shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, epidemics, pandemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.
- **29.00 PROTECTION OF PERSONAL IDENTIFYING INFORMATION:** In the event the Work includes or requires the Town to disclose to Contractor any personal identifying information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, et seq., relating to third-party service providers.
- **30.00 AUTHORITY:** The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the Town of Mead and the Contractor and bind their respective entities.
- **31.00 COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

SIGNATURE PAGES FOLLOW

### IN WITNESS WHEREOF, the Parties have caused this Construction Agreement to be executed on the date(s) written below. TOWN OF MEAD: Board of Trustees (for contracts exceeding \$25,000 pursuant to Sec. 4-2-20 of the Mead Municipal Code) ATTEST: By:\_ By: Colleen G. Whitlow, Mayor Mary E. Strutt, Town Clerk, MMC Date of Execution: \_\_\_\_\_\_\_, 2024 OR Town Manager (for contracts \$25,000 or less pursuant to Sec. 4-2-20 of the Mead Municipal Code) By: Helen Migchelbrink, Town Manager

[Contractor signature page follows].

Mead Construction Agreement (Dohn Construction, Inc.)
Project No. 2024-001 (Mead Community Center)

Page **9** of **11** Eff. 4/24/20

#### [Contractor signature page to Construction Agreement].

	CONTRACTOR: <b>DOHN CONSTRUCTION, INC.</b> , a Colorado corporation		Colorado corporation	
		By:	ouglas A. Dohn, President	
STATE OF COLORADO	)			
COUNTY OF	) ss. _ )			
The foregoing Construction Agroy Douglas A. Dohn, as President		_	•	, 2024,
Witness my hand and official se				
My commission expires:				
	Notary F ( <b>Requir</b> <b>202</b> (2)(b	ed for all contr	acts pursuant to C.R.S. § 8-	-40-

### $\frac{\text{EXHIBIT A}}{\text{CONTRACTOR'S FORM OF BID}}$

#### Documents not attached:

- 1. Ditesco recommendation of award dated 04.17.2024
- 2. Contractor email dated April 18, 2024 (adjusting Phase 1a and Phase 1b pricing).



### **Agenda Item Summary**

MEETING DATE: April 29, 2024

SUBJECT: **Resolution No. 36-R-2024** – A Resolution of the Town of Mead, Colorado,

Approving an Agreement Between the Town of Mead and Ditesco, LLC for

the Community Center Project Management Services

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

#### **SUMMARY**

The Town and Ditesco, LLC, a Colorado limited liability company ("Ditesco"), previously entered into that certain Agreement for Professional Services dated March 30, 2021 for owner's representative and project management services related to Town construction projects ("Prior Agreement"). Over the next several years, Ditesco and the Town entered into four amendments to the Prior Agreement, pursuant to which, Ditesco provided on-call services to the Town for the Public Works Facility Project, the 3rd Street Reconstruction Project, the Highland Lake Projects, and the initial phases of the Community Center Project. The Prior Agreement terminated on December 31, 2023.

The Town requires Ditesco's continued project management services for the Construction Phase of the Community Center Project ("Services"). Accordingly, the Town and Ditesco wish to enter into a new Professional Services Agreement that extends the Services into calendar year 2024 and establishes an NTE amount of \$240,975.00 for Services to be completed by Ditesco for the Town in calendar year 2024 ("Agreement"). The Agreement also establishes Ditesco's 2024 rates.

Resolution No. 36-R-2024 ("Resolution"): (a) approves the Agreement; (b) authorizes the Town Attorney, in cooperation with the Town Manager, to make non-material changes to the Agreement as may be necessary that do not increase the Town's obligations; and (c) authorizes the Mayor to execute the Agreement when in final form.

#### FINANCIAL CONSIDERATIONS

This contract is for \$240,975.00. The approved 2024 annual budget provided \$7,675,000 in the 09-51-500 Capital Outlay Community Center– Municipal Facilities Fund for this project.

#### STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the April 29, 2024, consent agenda will approve the Resolution. If this item is pulled off the consent for further discussion or questions, Staff recommends the following motion:

#### Suggested Motion:

"I move to adopt Resolution No. 36-R-2024 A Resolution of the Town of Mead, Colorado, Approving an Agreement Between the Town of Mead and Ditesco, LLC for the Community Center Project Management Services."

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#### ATTACHMENTS

Resolution No. 36-R-2024 Ditesco, LLC Professional Services Agreement

### TOWN OF MEAD, COLORADO RESOLUTION NO. 36-R-2024

# A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING AN AGREEMENT BETWEEN THE TOWN OF MEAD AND DITESCO, LLC FOR THE COMMUNITY CENTER PROJECT MANAGEMENT SERVICES

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

WHEREAS, the Town and Ditesco, LLC, a Colorado limited liability company ("Contractor"), previously entered into that certain Agreement for Professional Services dated March 30, 2021 as amended by that certain First Amendment to Agreement dated April 11, 2022, that certain Second Amendment to Agreement dated July 20, 2022, that certain Third Amendment to Agreement dated December 20, 2022, and that certain Fourth Amendment to Agreement dated March 6, 2023 (together, "Prior Agreement"), pursuant to which Contractor was retained by the Town to provide certain owner's representative and project management services for Town construction projects; and

**WHEREAS,** specifically, Contractor provided on-call services to the Town for the Public Works Facility Project, the 3rd Street Reconstruction Project, the Highland Lake Projects, and the initial phases of the Community Center Project; and

WHEREAS, the Prior Agreement terminated on December 31, 2023; and

**WHEREAS,** the Town requires Contractor's continued project management services for the Construction Phase of the Community Center Project ("Services"); and

**WHEREAS,** the Town wishes to enter into a Profession Services Agreement with Contractor (the "Agreement") to extend the Services into calendar year 2024 and to establish a not-to-exceed amount of Two Hundred Forty Thousand Nine Hundred Seventy-Five and 00/100 Dollars (\$240,975.00) for Services to be completed by Contractor for the Town in calendar year 2024; and

**WHEREAS**, the Board of Trustees desires to approve the Agreement with Contractor in substantially the form attached to this Resolution as **Exhibit 1**; and

**WHEREAS**, the Board of Trustees further desires to delegate authority to the Mayor to execute the Agreement on behalf of the Town of Mead once in final form.

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

- **Section 1.** The Board of Trustees hereby: (a) approves the Agreement in substantially the same form as is attached hereto as **Exhibit 1** and incorporated herein; (b) authorizes the Town Attorney, in cooperation with the Town Manager, to make non-material changes to the Agreement as may be necessary that do not increase the Town's obligations; and (c) authorizes the Mayor to execute the Agreement when in final form.
- **Section 2. Effective Date.** This resolution shall become effective immediately upon adoption.

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

#### INTRODUCED, READ, PASSED, AND ADOPTED THIS 29th DAY OF APRIL, 2024.

ATTEST:	TOWN OF MEAD:
D	D
By: Mary E. Strutt, MMC, Town Clerk	By: Colleen G. Whitlow, Mayor

#### Exhibit 1

Professional Services Agreement

[Attached.]

#### Town of Mead, Colorado AGREEMENT FOR PROFESSIONAL SERVICES

**Project/Services Name: Community Center Project Management** 

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 Ditesco, LLC, a Colorado limited liability company, with offices at 2133 S. Timberline Road, Suite 110, Fort Collins, CO 80525 ("Contractor") (each individually a "Party" and collectively the "Parties").

#### **RECITALS**

WHEREAS, the Parties entered into that certain Agreement for Professional Services dated March 30, 2021 as amended by that certain First Amendment to Agreement dated April 11, 2022, that certain Second Amendment to Agreement dated July 20, 2022, that certain Third Amendment to Agreement dated December 20, 2022, and that certain Fourth Amendment to Agreement dated March 6, 2023 (together, "Prior Agreement"), pursuant to which Contractor was retained by the Town to provide certain owner's representative and project management services for Town construction projects; and

WHEREAS, specifically, Contractor provided on-call services to the Town for the Public Works Facility Project, the 3rd Street Reconstruction Project, the Highland Lake Projects, and the initial phases of the Community Center Project; and

WHEREAS, the Prior Agreement terminated on December 31, 2023; and

WHEREAS, the Town requires the Contractor's continued project management services as more fully described in **Exhibit A** for the Construction Phase of the Community Center Project ("Services"); and

WHEREAS, the Town wishes to enter this Agreement with Contractor to extend the Services into calendar year 2024 and to establish a not to exceed amount for the Services; and

WHEREAS, the Town desires to contract with the Contractor subject to the terms and conditions 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. <u>Services</u>. 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

Mead PSA (Ditesco, LLC)
Project/Services Name: Community Center Project Management

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. <u>Changes to Services</u>. 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. <u>Duty to Inform</u>. 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. <u>Time of Performance</u>. 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. <u>Term.</u> 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. <u>Town Unilateral Termination</u>. 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

Mead PSA (Ditesco, LLC)
Project/Services Name: Community Center Project Management

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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. <u>Suspension of Services</u>. 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. <u>Delivery of Notices</u>. 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. <u>Town Representative</u>. 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.

Mead PSA (Ditesco, LLC)
Project/Services Name: Community Center Project Management

Section 9, Item q.

- B. <u>Contractor Representative</u>. The Contractor representative under this Agreement shall be Keith Meyer, Owner/Principal ("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. <u>Town Supervision</u>. 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 **Two Hundred Forty Thousand Nine Hundred Seventy-Five Dollars and 00/100 (\$240,975.00)** ("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 all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for any fees, costs and expenses. Final payment may be requested by the Contractor upon completion of the Services and the Town's acceptance of all work or Services as set forth in **Exhibit A**.
  - If this box is checked, the Town shall pay the Contractor the Not-to-Exceed Amount in a single lump sum payment.
- 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
$\boxtimes$	Vehicle Mileage (billed at not more than the prevailing per mile charge
	permitted by the IRS as a tax-deductible business expense)
$\boxtimes$	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. <u>No Waiver</u>. 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. <u>PROFESSIONAL RESPONSIBILITY</u>

- A. <u>General</u>. 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. <u>Standard of Performance</u>. 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. <u>Subcontractors</u>. 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

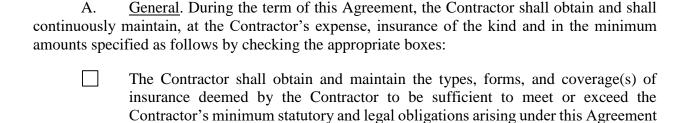
- A. <u>General</u>. Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.
- B. <u>Liability for Employment-Related Rights and Compensation.</u> 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. <u>Insurance Coverage and Employment Benefits.</u> 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. <u>Employee Benefits Claims</u>. 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



("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. <u>Insurance Certificates</u>. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect prior to the commencement of the Services. The certificate shall identify this the Project/Services Name as set forth on the first page of this Agreement.
- D. Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and continuously maintain policies of insurance shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Agreement. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the Town may immediately terminate this Agreement, or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith. All monies so paid by the Town, together with an additional five percent (5%) administrative fee, shall be repaid by the Contractor to the Town immediately upon demand by the Town. At the Town's sole discretion, the Town may offset the cost of the premiums against any monies due to the Contractor from the Town pursuant to this Agreement.

#### 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. <u>REMEDIES</u>

- 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

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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. <u>Town's Right of Inspection</u>. The Town shall have the right to request that the Contractor provide to the Town a list of all records of the Contractor related to the provision of Services hereunder retained by the Contractor in accordance with this subsection and the location and method of storage of such records. Contractor agrees to allow inspection at reasonable times by the Town of all documents and records produced or maintained in accordance with this Agreement.
- C. Ownership. Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the Town of Mead upon delivery and shall not be made subject to any copyright by the Contractor unless authorized by the Town. Other materials, statistical data derived from other clients and other client projects, software, methodology and proprietary work used or provided by the Contractor to the Town not specifically created and delivered pursuant to the Services outlined in this Agreement shall not be owned by the Town and may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The Town shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by Town staff and/or employees; or (2) pursuant to a request under the Colorado Open Records Act, § 24-72-203, C.R.S., to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Services. The Contractor may publicly state that it performs the Services for the Town.
- D. <u>Return of Records to Town</u>. 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. <u>Governing Law and Venue</u>. 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. <u>No Waiver</u>. 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. <u>Integration</u>. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

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Eff. 02.07.24

D. <u>Notice</u>. 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	Ditesco, LLC Attn: Keith Meyer 2133 S. Timberline Road, Suite 110 Fort Collins, CO 80525
With Copy to: Michow Guckenberger McAskin LLP Attn: Mead Town Attorney 5299 DTC Blvd, Suite 300 Greenwood Village, Colorado 80111	With Copy to:

- E. <u>Severability</u>. 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. <u>Modification</u>. This Agreement may only be modified upon written agreement signed by the Parties.
- G. <u>Assignment</u>. 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. <u>Affirmative Action</u>. 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. <u>Governmental Immunity</u>. 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.
- J. <u>Rights and Remedies</u>. 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. <u>Annual Appropriation</u>. 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. <u>Binding Effect</u>. 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. <u>No Third-Party Beneficiaries</u>. 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. <u>Release of Information</u>. 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. <u>Attorneys' Fees</u>. 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. <u>Survival</u>. 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. <u>Agreement Controls</u>. 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. <u>Force Majeure</u>. 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. <u>Authority</u>. 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. <u>Counterparts</u>. 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. <u>Protection of Personal Identifying Information</u>. 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. <u>Web Accessibility Compliance Requirements</u>. 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGES FOLLOW

#### THIS AGREEMENT is executed and made effective as provided above.

#### TOWN OF MEAD, COLORADO

	By:
	Printed Name:
	Title:
A TITLE OF	Date of execution:
ATTEST:	
Mary Strutt, MMC, Town Clerk	
APPROVED AS TO FORM (excluding exhibits):	
Marcus McAskin, Town Attorney	

## 

company:

Ditesco, LLC, a Colorado limited liability

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

### EXHIBIT A SCOPE OF SERVICES

# Exhibit A Town of Mead Bean Plant/Recreation Center Conversion Project Management Scope of Work

#### **Project Understanding**

The Town of Mead (Town) desires to convert the existing Bean Plant at the corner of Martin Avenue and Third Street to a Recreation Center (Rec Center). The new Recreation Center will include a multi-purpose room, activity gym, kitchen, flexible storage space, and restrooms. Exterior improvements will include on-street parking along Fairbairn Avenue, and a temporary parking area to the south of the new facility. The Town also desires to have an exterior play area, such as a splash pad, located on the south end of the site.



Portions of the existing facility may be repurposed, if economical, or if feasible, or pending costs implications, may demolish the entire existing structures and re-build with similar look to provide continuity in aesthetics for this area of Mead. This will be determined by a forthcoming report by Anderson Hallas Architects, anticipated February 2022.

The Town has requested Ditesco provide project and construction management for this project. This effort will include development of Request for Proposal documents for Architect, participation in architect proposal evaluation, and management of the project Architect and design process. The Town is anticipating delivering this project through a Construction Manager at Risk (CMaR) or similar delivery model. Ditesco will assist the Town is solicitation of a qualified contractor to provide construction services, oversee the development of Not to Exceed, Guaranteed Maximum Price (GMP) contract, and construction of the new Rec Center.

Ditesco will work with the Town and selected architect to permit the project through the Town's building official, SafeBuilt. Ditesco will then provide construction management services during construction to oversee the demolition of the facility and construction of the new Rec Center.

The project is anticipated to be in design through 2022, with construction of the new facility beginning in 2023. Construction is anticipated to be completed by late summer, with the Recreation Center open for use in Fall 2023.

This scope of work assumes that the city will provide:

- Specialty inspections required by building code.
- Zoning and general material use compliance related to site development plan approvals.
- Erosion control (SWMP) compliance inspections.

Ditesco will provide project management during the design phase and construction phase and will provide construction management personnel to assist with inspections during construction. These tasks are further detailed below.

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#### Phase - Demolition Phase

- Ditesco will complete one (1) site visit to collect information, photograph, and document the demolition limits of the site.
- We will attend bi-weekly progress meetings for design and construction. We have estimated this effort at a total of ten (10) meetings.
- Ditesco will develop a demolition drawing set as a separate deliverable. This drawing set is anticipated to include:
  - Cover (1 sheet)
  - General notes (1-2 sheets)
  - o Overall site drawing (1 sheet)
  - o Demolition drawings (2-3 sheets)
  - Demolition photograph details (2-3 sheets)
  - Total Sheets: 7-10 Sheets
- Ditesco will generate CSI-formatted technical specifications for the demolition work. For deconstruction of Building 2A, 2B, and 3, Ditesco will develop a performance specification for deconstruction, labeling, and storage of the building materials.
- We will assist the Town in development of bid documents for advertisement of this demolition project. This
  portion of the project is anticipated to be delivered via design-bid-build, or hard-bid method.
- Ditesco will participate in the pre-bid meeting, and prepare any addenda associated with the bidding process.

Upon selection of the Contractor, Ditesco will manage the Contractor through the demolition phase of construction. This effort is anticipated to include:

- Ditesco will complete one (1) pre-construction meeting. For this meeting, our staff will prepare a meeting agenda and meeting minutes.
- . We will review the Contractor's schedule and provide feedback on key milestones to complete the work.
- We will manage on-site weekly check-in meetings with the Contractor. This effort is anticipated to be four (4) on-site meetings, through construction. We will prepare meeting agendas, as applicable, for these meetings.
- Ditesco will provide on-site construction management services for demolition. This effort is anticipated to be completed at a half-time, or four-hours per day effort. This work will include daily coordination with the Contractor, coordination with the Town, quality assurance verifications, and confirmation for general conformance with the drawings.
- Our staff will track demolition progress with photographic records on the project Procore site.

#### Phase - Design Management

- During this phase Ditesco will provide a full complement of project management services including budget
  management through routine cost control reports to Town management. We will also create and manage
  an overall program schedule.
- Ditesco will prepare request for proposals for the architect, and the Construction Manager at Risk (CMaR)
  general contractor working proactively with Town staff to advertise and select each team member. We will
  independently evaluate cost factors presented by contractors to ensure the cost is controlled through the
  general contractor selection process. We will ensure professional services rates are industry competitive
  for this type of project.

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- We will hold bi-weekly coordination meetings with the selected architect and Town staff to ensure design schedules are maintained and required submittals are provided to match the delivery schedule.
- We will coordinate with the selected architectural firm and the Town to gain the necessary permits and
  project approvals. This is anticipated to include site plan and building permit through the Town's Building
  Official, SafeBuilt.
- Ditesco staff will also participate and/or manage meetings for design development/construction documentation creation including:
  - o Design coordination meetings (bi-weekly)
  - o Utility Coordination meetings (LTWD, United Power, TDS, Xcel) (assumed 6 meetings)
- During the design and construction phase, we will establish and manage a Procore document management site (cloud based) for design team and contractor access. This site will manage all construction phase communications including submittal review, RFIs, meeting minutes, test results, correspondence, and reports.
- Ditesco will oversee the architectural consultant contract providing guidance on design deliverables, quality
  control, schedule control and contract administration (invoice recommendations for approval, change
  orders and/or contract amendments).
- We will prepare and implement risk management plans to help control cost, schedule, and quality for the Town.
- Our team will provide design review for 30, 60, and 90% complete plans to ensure the architectural and
  engineering quality is delivered resulting in minimal delays in design and permitting approvals.
- Ditesco staff will work with Town personnel to ensure equipment specified has useful warranties and design elements are easily maintained thereby minimizing operational costs.
- Ditesco staff will participate in the GMP development process with the CMaR contractor including auditing GMP and subcontractor proposals. This will be completed to verify compliance with Town of Mead purchasing procedures.
- We will participate in all subcontractor selection and buy out sessions to ensure the proper scope of work is maintained for each subcontractor in the overall development of the GMP.
- We will audit the GMP preparation to ensure it is within budget and cost are calculated and presented according to the terms of the CMaR agreement.

#### Phase: Construction

- During this phase Ditesco personnel will photograph and video the existing project conditions and roadways leading into and out of the project site. This effort ensures a baseline record of pre-existing conditions protecting the Town from damage claims.
- We will review and comment on the contractor's initial schedule prior to the pre-construction meeting. We
  will ensure a logical, defined CPM schedule is established with an overall baseline for progress
  measurement.
- Our staff will coordinate, attend and document one pre-construction meeting.
- We will conduct weekly progress meetings on site with the general contractor and their subcontractors. We will provide meeting minutes for all meetings.
- We will review and recommend approval of pay applications to the Town, review and manage contract changes for approval by the County, generate and coordinate responses to RFIs and provide for overall administration of the construction contract.

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- Our staff will perform daily site inspections to ensure quality construction and conformity to the plans and specifications. Inspections will include coordination for all specialty inspections required of the project including structural steel and concrete, masonry, coatings, wall, and roofing systems. Ditesco will oversee pipe, manhole, concrete flatwork, and asphalt paving construction. We will provide field engineering support addressing field changes quickly to avoid construction delays.
- We will provide the Town with monthly reports documenting the contractors work progress, contract times
  and other pertinent information. We will also document daily work progress in the form of daily logs.
- We will oversee the submittal process with all project submittals, between the architect and contractor.
- Ditesco staff will review all test reports. We will comment on reports not meeting specifications and
  recommend remediation measures if necessary. We will ensure the appropriate numbers of tests are taken
  and that they are sampled according to industry standards and the project specifications.
- We will coordinate work between the general contractor and outside agencies (e.g., utility companies, Town of Mead, Mountain View Fire Rescue District) affected by the project.
- We will maintain project records including contracts, schedules (overall job and three-week look-ahead), progress meeting minutes, material test results, weekly reports, correspondence, pay applications, change orders, routine photographs, submittals, RFIs, permits, commissioning records and post construction closeout paperwork (punch lists, lien waivers, substantial completion/final acceptance).
- Ditesco personnel will oversee the coordination of all relevant building inspections, by the Contractor, with SafeBuilt. Inspections not performed through SafeBuilt will be directly performed by Ditesco (or the Town's material testing firm) and documented appropriately for building code compliance.
- Ditesco personnel will ensure that an as-built plan set is maintained and transmitted to the architect upon
  completion of the project. This will be a redlined drawing set maintained by our staff and will be coordinated
  with plan changes that may be documented by the general contractor. We will also ensure accurate O&M
  manuals are transmitted to the Town upon completion of the project.
- Ditesco staff will also perform all project management efforts including cost, schedule, and quality control
  through construction.

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#### Deliverables:

- <u>Demolition Phase:</u> deliverables will include complete drawing set for demolition, CSI Technical Specifications, meeting agendas and minutes, construction phase documents including photographs, meeting minutes, inspection notes, pay applications, change orders, field orders, work change directives, schedules, reports, and other relevant information produced through this phase.
- <u>Design & Construction Phase Management</u>: Deliverables will include full project documentation presented
  electronically including bid information, construction correspondence, pay applications, change orders, field
  orders, work change directives, schedules, submittals, transmittals, reports, photographs, meeting notes,
  record drawings and other relevant information produced throughout the design and construction phase.

#### Schedule

Demolition Phase:

April 2022 to August 2022

The anticipated schedule for the Town of Mead Rec Center project is design completion in January 2023 and construction completion in September 2023.

#### Fee Estimate

We have based our fee estimate on the following assumptions of the project.

- Parallel effort for development of demolition design drawings and design-phase effort
- 10-month design phase. (2022)
- 8-month construction phase (2023)
- Rec Center plans and specifications prepared by Others
- Agreements and permits provided by the Town.
- All material testing: special inspections provided by the Town.
- All formal stakeholder engagement activities completed as part of previous programming phase.

#### Estimated Fee:

 Demolition Phase:
 \$52,847.00

 Design Phase Management
 \$91,798.00

 Construction Phase Management
 \$240,975.00

 Total:
 \$385.619.00

A detailed task breakdown is included. Please find this on page 7 and 8 of this scope of work proposal.

The fee shown above is to be billed on a time and material basis, not to exceed basis based on the rates shown in the table on page 7 and 8 of this proposal. All reimbursable expenses will be billed at direct cost.

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#### EXHIBIT B COMPENSATION



#### Ditesco 2024-2025 Rate Schedule

President:	\$215.00 to \$297.00 per hour
Principal/VP:	\$185.00 to \$248.00 per hour
Department/Program Manager:	\$160.00 to \$204.00 per hour
Senior Project Manager:	\$155.00 to \$196.00 per hour
Project Manager:	\$146.00 to \$183.00 per hour
Associate Project Manager:	\$132.00 to \$163.00 per hour
Engineer:	\$128.00 to \$152.00 per hour
Associate Engineer:	\$120.00 to \$142.00 per hour
Project Engineer:	\$106.00 to \$132.00 per hour
Senior Construction Manager:	\$134.00 to \$187.00 per hour
Construction Manager/Resident Engineer:	\$128.00 to \$157.00 per hour
Associate Construction Manager:	\$102.00 to \$144.00 per hour
Inspector:	\$85.00 to \$124.00 per hour
Senior CAD Design:	\$125.00 to \$154.00 per hour
CAD Design:	\$90.00 to \$135.00 per hour
GIS Technician:	\$78.00 to \$141.00 per hour
Administrative:	\$70.00 to \$94.00 per hour
Mileage Reimbursement:	IRS Rate
Subconsultant Markup:	0% / None
All other costs:	At Direct Expense
Terms:	30 days net



### **Agenda Item Summary**

MEETING DATE: April 29, 2024

SUBJECT: **Resolution No. 37-R-2024** – A Resolution of the Town of Mead, Colorado,

Accepting an Annexation Petition, Making Certain Findings of Fact, Finding Substantial Compliance for Such Petition, and Setting a Public Hearing for

Property Known as the AMK Annexation

PRESENTED BY: Jason Bradford, Community Development Director

#### **SUMMARY**

A Petition for Annexation ("**Petition**") requesting the annexation of 13.521 acres located north of Weld County Road ("**WCR**") 34 and east of I-25, as more fully described in the Petition and as shown below ("**Property**"), was formally submitted to the Town Clerk on or about April 22, 2024.

Resolution No. 37-R-2024 (the "Resolution"): (1) determines that the Petition for Annexation is in substantial compliance with the requirements of the Municipal Annexation Act of 1965, C.R.S §§ 31-12-101 et seq., as amended ("Act"); and 2) schedules a public hearing ("Eligibility Hearing") for Monday, June 10, 2024 at 6:00 p.m. at Mead Town Hall, at which hearing the Board will consider whether the Property is eligible for annexation to the Town of Mead.



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The petitioner identified in the Petition is AMK Properties, LLC, a Colorado limited liability company ("Petitioner").

The Petitioner owns 100% of the Property, excluding public streets and alleys.

The requested annexation of the Property constitutes a voluntary application under the Act, and the "Substantial Compliance" determination is the first of three major procedural steps required by the Act to process the application. As part of the Substantial Compliance determination, the Board of Trustees is required to set the date, time, and place for a public hearing regarding the eligibility of the Property for annexation. The Eligibility Hearing must occur between thirty (30) and sixty (60) days after the effective date of the Substantial Compliance resolution.

If the Board adopts the Resolution in the form presented, the Eligibility Hearing will be scheduled for **Monday, June 10, 2024 at 6:00 p.m.**, which falls within the required time period. Action on the Resolution does not annex the Property, nor does it signify the Board of Trustees' approval or disapproval of this annexation.

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

- 1. The Petition has been signed by one hundred percent (100%) of the landowners owning one hundred percent (100%) of the Property, exclusive of public streets and alleys.
- 2. The signatures on the Petition are dated within one hundred and eighty (180) days of the date on which the Petition was filed with the Town Clerk, satisfying the requirement of C.R.S. § 31-12-107(1)(e).
- 3. The Petition contains:
  - a. An allegation that it is desirable and necessary that the Property described in the Petition be annexed.
  - b. An allegation that the requirements of C.R.S. § 31-12-104 and § 31-12-105 exist or are met.
  - c. An allegation that the signer(s) of the Petition, together with owner(s) submitting other valid petitions for annexation to the Town, comprise more than fifty (50%) percent of the landowners of the area proposed to be annexed and own more than fifty (50%) of the area proposed to be annexed, exclusive of public streets and alleys and any land owned by the Town of Mead.
  - d. A request that the Town approve the annexation of the Property.
  - e. The signature of the landowner(s) that executed the petition.
  - f. The mailing address of the landowner(s).
  - g. A legal description of the property proposed for annexation, and a legal description of the specific real property owned by the landowner(s) that executed the petition.
  - h. The date that the landowner(s) executed the petition.
  - i. The affidavit of the Petition circulator; stating that the signature of the landowner(s) therein is the signature of the person whose name it purports to be.
- 4. That four (4) copies of the annexation maps corresponding to the Property have been submitted to the Town with the Petition, and that the annexation maps contain the following information:
  - a. A written legal description of the boundaries of the property proposed to be annexed.
  - b. The boundary of the property proposed to be annexed.
  - c. Within the map, the boundaries and the plat numbers of plots or of lots and blocks.

d. Next to the boundary of the property proposed to be annexed is drawn the contiguous boundary of the Town of Mead.

If the Board of Trustees approves the Resolution (scheduling the Eligibility Hearing), the next steps will be as follows.

- 1. Staff will commence with satisfying all notice requirements of the Act and the *Mead Municipal Code* ("MMC").
- 2. After notice is provided as required, the Board of Trustees will hold the Eligibility Hearing to determine if the requested annexation meets the applicable provisions of the Act and the Colorado Constitution and is therefore eligible for annexation into the Town.
- 3. Once the Property has been deemed eligible for annexation, the final major step in the process is a legislative determination of the Board of Trustees as to whether it wishes to formally annex the Property into the Town and assign appropriate zoning.

#### FINANCIAL CONSIDERATIONS

Approving the Resolution in the form presented will not have any direct fiscal impact on the Town as the Resolution only states that the Petition meets statutory content requirements for an annexation petition and sets the date for the Eligibility Hearing.

#### STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends that the Board of Trustees adopt the proposed Resolution in the form provided, thereby determining that the Petition is in substantial compliance with applicable provisions of the Act, specifically C.R.S. § 31-12-107(1), and scheduling the Eligibility Hearing for <u>June 10</u>, 2024.

A motion to approve the April 29, 2024 consent agenda will approve Resolution No. 37-R-2024. If the Board desires to remove the Resolution from the consent agenda for questions and additional discussion, staff recommends the following motion for approval:

#### Suggested motion:

"I move to approve Resolution No. 37-R-2024, a Resolution of the Town of Mead, Colorado, accepting an annexation petition, making certain findings of fact, finding substantial compliance for such petition, and setting a public hearing for property known as the AMK annexation."

#### **ATTACHMENTS**

Resolution No. 37-R-2024

## TOWN OF MEAD, COLORADO RESOLUTION NO. 37-R-2024

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

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

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

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

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

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

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

- **Section 1.** The foregoing recitals and findings are incorporated herein as findings and conclusions of the Board of Trustees.
- **Section 2.** The Petition for Annexation to the Town of Mead of the Subject Property, commonly referred to as the "AMK Annexation", which Petition was officially filed of record with the Town Clerk of the Town of Mead on or about April 22, 2024, substantially complies with the requirements of C.R.S. § 31-12-107(1).
  - **Section 3.** No election is required under C.R.S. § 31-12-107(2).
- **Section 4.** No additional terms and conditions are to be imposed except as provided in the Petition for Annexation and in any annexation agreement which may be entered into by and between the Town of Mead and the petitioner(s), which are not to be considered additional terms and conditions within the meaning of C.R.S. § 31-12-112.
- **Section 5.** A public hearing shall be held on **Monday, June 10, 2024, at 6:00 p.m.** at the Mead Town Hall, 441 Third Street Mead, CO 80542, for the purpose of determining and finding whether the proposed annexation complies with Section 30 of Article II of the Colorado Constitution and the applicable provisions of C.R.S. §§ 31-12-104 and 31-12-105.
- **Section 6.** Any person may appear at such hearing and present evidence pertaining to the eligibility of the proposed annexation of the Subject Property to the Town of Mead.
- **Section 7.** The proposed annexation is hereby referred to the Planning Commission. In accordance with Sec. 16-8-90 of the *Mead Municipal Code* ("MMC"), the Planning Commission shall consider the proposed annexation and proceed to submit its written recommendation regarding the proposed annexation to the Board of Trustees on or before the date of the eligibility hearing. In addition, Sec. 16-8-90 of the MMC requires the Planning Commission to hold a public hearing on the proposed initial zoning of the Subject Property as required by the Town's Land Use Code if zoning of the Subject Property is requested at the time of annexation.
- **Section 8. Effective Date.** This resolution shall become effective immediately upon adoption.
- **Section 9. Certification.** The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

## INTRODUCED, READ, PASSED, AND ADOPTED THIS 29th DAY OF APRIL, 2024.

ATTEST:	TOWN OF MEAD		
By:	Bv:		
Mary E. Strutt, MMC, Town Clerk	Colleen G. Whitlow, Mayor		

#### Exhibit 1 Legal Description AMK Annexation

A parcel of land, situate in the Southeast Quarter of Section Eleven (11), Township Three North (T.3N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the South Quarter Corner of said Section 11 and assuming the South line of the Southeast Quarter of Section 11, as bearing North 89°36'43" East, being a Grid Bearing of the Colorado State Plane, North Zone, North American Datum 1983/2011, a distance of 2628.10 feet, monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 27269 at the South Quarter Corner and monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 22098 at the Southeast Corner of said Section 11, and with all other bearings contained herein relative thereto;

THENCE North 00°23'17" West, along the West line of the Southeast Quarter of said Section 11, a distance of 30.00 feet to the North Right of Way of Weld County Road 34 and the South line of George Raterink Annexation as recorded September 4, 1985, as reception number 2023518 of the records of the Weld County Clerk and Recorder;

THENCE North 89°36'44" East, along said North Right of Way, a distance of 23.76 feet to the POINT OF BEGINNING;

THENCE North 89°36'43 East, continuing along said North Right of Way, a distance of 696.17 feet to the West line of Lot A, Recorded Exemption 1207-11-4-RE2311, as recorded November 18, 1998, as reception number 2654501 of the records of the Weld County Clerk and Recorder;

Thence along the West line of said Lot A the following 7 courses;

THENCE North 04°53'21" West a distance of 75.27 feet;

THENCE North 14°35'26" West a distance of 130.14 feet;

THENCE North 30°14'00" West a distance of 90.76 feet;

THENCE North 89°57'27" West a distance of 12.15 feet;

THENCE North 29°27'36" West a distance of 117.69 feet;

THENCE North 14°27'02" West a distance of 426.89 feet;

THENCE North 89°30'09" West a distance of 160.64 feet to the Southeasterly corner of Raterink

Annexation, as recorded September 3, 2019, as Reception No. 4519855 of the WCCR;

Thence along the East and North lines of said Raterink Annexation, being coincident with the West and North lines of said RE2311, the following three courses;

THENCE North 00°02'50" West a distance of 510.72 feet;

THENCE North 89°51'02" East a distance of 82.74 feet;

THENCE North 89°11'54" East a distance of 299.73 feet to the Southwest corner of Postle Annexation as recorded November 8, 2021, as Reception No. 4774032 of the WCCR;

Thence along the South line of said Postle Annexation, being coincident with the North line of said RE2311, the following two courses;

THENCE North 89°11'53" East a distance of 29.81 feet;

THENCE North 89°32'29" East a distance of 84.83 feet;

Thence departing said South line of Postle Annexation, and continuing along the East and South lines of said RE2311 the following 4 courses;

THENCE South 03°47'02" East, a distance of 765.98 feet;

THENCE South 30°00'04" East a distance of 243.52 feet;

THENCE South 07°06'52" East a distance of 368.49 feet to the South line of said Southeast Quarter of Section 11;

THENCE South 00°23'17" East a distance of 30.00 feet to the South Right of Way of said Weld County Road 34;

THENCE South 89°36'43" West, along said South line, a distance of 988.85 feet to the East line of Birch Family Farm Annexation as recorded February 17, 2006, as reception number 3363762 of the records of the Weld County Clerk and Recorder;

THENCE North 00°03'30" West, along said East line, a distance of 60.00 feet to the POINT OF BEGINNING.

Total acreage (approximate): 13.521 acres, as more particularly shown in the annexation map(s) on file with the Town Clerk.



## **Agenda Item Summary**

MEETING DATE: April 29, 2024

SUBJECT: **Resolution No. 38-R-2024** – A Resolution of the Town of Mead, Colorado,

Accepting Two Regional Trail Easements for a Portion of Lot 1, Gopher

Gulch Administrative Plat and a Portion of 14314 CR 5

PRESENTED BY: Collin Mieras, Town Planner

#### **SUMMARY**

The Town approved the Gopher Gulch RV Park Administrative Plat on October 25, 2021, by Ordinance No. 973 ("Plat"). GGRV, LLC, the developer and owner of the Gopher Gulch RV Park ("Owner"), seeks to relocate the ten (10) foot trail easement originally dedicated with the Plat. The existing trail easement needs to be re-located for several reasons, including conflicts with the placement of utility infrastructure and moving the trail outside of the high-water mark of the pond that exists on the site.

The new trail location crosses onto adjacent property, requiring two easements- one from the Owner (GGRV, LLC) and one from the owner of adjacent real property (Kiteley Farms, LLLP). The two easements are attached to the Resolution as **Exhibit 1** and **Exhibit 2**:

Exhibit 1 – Trail Easement Agreement (GGRV, LLC)

Exhibit 2 – Trail Easement Agreement (KITELEY FARMS, LLLP)

(together, the "Easements").

The Resolution: (1) approves the Easements in substantially the form attached to the Resolution as **Exhibit 1** and **Exhibit 2**; (2) authorizes the Town Attorney to make such changes as may be needed to correct any non-material errors or language or to negotiate such changes to the Easements as may be appropriate and that do not substantially increase the obligations of the Town; (3) authorizes the Mayor to execute the acceptance/approval signature block on each of the Easements, once in final executable format and following the date on which each of the Easements has been executed by GGRV, LLC and Kiteley Farms, LLLP, as applicable; and (4) authorizes the Town Clerk to record the fully executed Easements in the real property records of Weld County, Colorado, at Owner's cost.

#### FINANCIAL CONSIDERATIONS

There are no financial implications associated with the Town accepting the Easements.

#### STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends approval of the Resolution. A motion to approve the April 29, 2024 consent agenda will approve the Resolution. If this matter is pulled off of consent for further discussion or questions of Town Staff, Staff recommends the following motion:

### Suggested Motion:

"I move to adopt Resolution 38-R-2024, Accepting Two Regional Trail Easements for a Portion of Lot 1, Gopher Gulch Administrative Plat and a Portion of 14314 CR 5."

### **ATTACHMENTS**

Resolution No. 38-R-2024

Exhibit 1 – Trail Easement Agreement (GGRV, LLC)

Exhibit 2 – Trail Easement Agreement (KITELEY FARMS, LLLP)

## TOWN OF MEAD, COLORADO RESOLUTION NO. 38-R-2024

#### A RESOLUTION OF THE TOWN OF MEAD, COLORADO, ACCEPTING TWO REGIONAL TRAIL EASEMENTS FOR A PORTION OF LOT 1, GOPHER GULCH RV PARK ADMINISTRATIVE PLAT AND A PORTION OF 14314 WCR 5

WHEREAS, GGRV, LLC ("Owner") and the Town of Mead, Colorado ("Town") entered into that certain Site Plan Agreement for Gopher Gulch RV Park, recorded with the Weld County Clerk and Recorder on November 19, 2021, at Rec. No. 4778079 ("SPA"), which SPA obligates the Owner to construct an eight-foot (8') wide regional trail ("Trail"); and

**WHEREAS**, the Owner's property is subject to the administrative plat designated as Gopher Gulch RV Park Administrative Plat, Town of Mead, County of Weld, State of Colorado, recorded with the Weld County Clerk and Recorder at Rec. No. 4778076 ("**Plat**"); and

**WHEREAS**, the Plat grants a ten (10) foot wide easement to the Town for the Trail, and Grantor and Town seek to relocate such easement; and

WHEREAS, in connection with such relocation, the Owner has requested that the Town accept two perpetual regional trail easements in the form attached to this Resolution as Exhibit 1 and Exhibit 2, specifically:

Exhibit 1 – Trail Easement Agreement (GGRV, LLC)
Exhibit 2 – Trail Easement Agreement (KITELEY FARMS, LLLP)

(together, the "Easements"); and

**WHEREAS**, the Board of Trustees desires to accept the Easements on behalf of the Town and further desires to authorize the Mayor to execute the acceptance/approval signature block on each of the Easements, once in final form,

**THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Town of Mead, Colorado as follows:

**Section 1.** The Board of Trustees hereby: (a) approves the Easements in substantially the form attached hereto as **Exhibit 1** and **Exhibit 2**; (b) authorizes the Town Attorney to make such changes as may be needed to correct any non-material errors or language or to negotiate such changes to the Easements as may be appropriate and that do not substantially increase the obligations of the Town; (c) authorizes the Mayor to execute the acceptance/approval signature block on each of the Easements, once in final executable format and following the date on which each of the Easements has been executed by GGRV, LLC and Kiteley Farms, LLLP, as applicable; and (d) authorizes the Town Clerk to record the fully executed Easements in the real property records of Weld County, Colorado, at Owner's cost.

- **Section 2. Effective Date.** This resolution shall become effective immediately upon adoption.
  - **Section 3. Certification.** The Town Clerk shall certify to the passage of this resolution

and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

## INTRODUCED, READ, PASSED, AND ADOPTED THIS 29th DAY OF APRIL, 2024.

ATTEST:	TOWN OF MEAD		
By:	Bv:		
Mary E. Strutt, MMC, Town Clerk	Colleen G. Whitlow, Mayor		

## **EXHIBIT 1**

Trail Easement (GGRV, LLC)

[Attached.]

#### After recording, return to:

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

#### TRAIL EASEMENT AGREEMENT (GGRV, LLC)

This TRAIL EASEMENT AGREEMENT ("Agreement") is entered into by and between GGRV, LLC, a Colorado limited liability company with a principal address of 1675 County Road 26, Longmont, Colorado 80504 ("Grantor"), and TOWN OF MEAD, a statutory municipality of the State of Colorado whose address is 441 Third Street, Mead, Colorado 80542 ("Town") (collectively, the "Parties"), and shall be effective as of the execution date provided below.

#### **RECITALS:**

- A. Grantor owns certain real property legally described below ("Subject Property"), which Subject Property includes that certain parcel more particularly described in **EXHIBIT A** attached hereto and incorporated herein by this reference (the "Easement Parcel").
  - Lot 1, Gopher Gulch RV Park Administrative Plat, Town of Mead, County of Weld, State of Colorado, per the plat recorded with the Weld County Clerk and Recorder at Rec. No. 4778076 ("Plat")
- B. The Grantor and Town entered into that certain Site Plan Agreement for Gopher Gulch RV Park, recorded with the Weld County Clerk and Recorder on November 19, 2021, at Rec. No. 4778079 ("SPA"), which SPA obligates the Grantor to construct and install an eight (8) foot wide regional trail over the Subject Property ("Trail").
- C. The Plat grants a ten (10) foot wide easement to the Town for the Trail, and Grantor and Town seek to relocate such easement to the Easement Parcel, as more particularly provided herein.
- D. Grantor desires to grant and convey to Town, and Town desires to accept from Grantor, a perpetual easement over the Easement Parcel, as described herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Grantor and the Town, as grantee, agree as follows:

1. <u>GRANT OF TRAIL EASEMENT.</u> The Grantor hereby grants, bargains, sells, and conveys to the Town, its agents, successors, and permitted assigns a perpetual and exclusive public trail easement, in, to, through, over, under and across the Easement Parcel ("**Trail Easement**") for

the purpose of enlarging, replacing, repairing, operating, removing and/or maintaining an eight (8) foot wide concrete public recreational trail, associated grading, and associated landscaping ("Improvements"), and all other actions consistent with this Agreement. It is expressly understood that acceptance of the Trail Easement shall not create any responsibility that does not otherwise exist by operation of law or by separate agreement between the Grantor and the Grantee for the Grantee to construct, maintain or repair any Improvements in or on the Easement Parcel.

- 2. TOWN ACCESS RIGHTS; SUBJACENT AND LATERAL SUPPORT. The Town, its agents, successors, and permitted assigns shall have and exercise the right of permanent and perpetual ingress and egress in, on, to, through, over, under, and across the Easement Parcel at all times as necessary or convenient for the full use and enjoyment of the rights granted to it in this Agreement. Further, the Town, its agents, successors, and assigns shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the operation and maintenance of the Improvements. The Grantor shall not take any action that would impair the lateral or subjacent support for the Improvements.
- 3. <u>PUBLIC ACCESS</u>. The general public shall be allowed access to and use of the Trail Easement for all uses consistent with a non-motorized recreational trail. Other than in connection with the Town's rights set forth herein, use of motorized vehicles within the Trail Easement is prohibited with the exception of electric-powered bicycles. The general public's use of the Trail Easement shall be in accordance with the Town's rules and regulations applying to public recreational trails, as the same may be amended from time to time.
- IMPROVEMENTS AND INTERFERENCE WITH EASEMENT. 4. The Improvements installed on or within the Trail Easement shall be the property of the Town, following final acceptance of the Trail Improvements by the Town, removable at the Town's option. Except as obligated by the SPA to construct the Improvements, the Grantor shall not construct or place any structure or building, street light, power pole, yard light, mail box or sign, whether temporary or permanent, or plant any shrub, tree, woody plant, nursery stock, garden or other landscaping or design feature or object on or within any part of the Easement Parcel ("Interference"), except with the prior written consent of the Town. Any Interference situated on or within the Easement Parcel as of the date of this Agreement or subsequently placed thereon may, except where the Town has consented thereto in writing, be removed by the Town without liability for damages arising from such removal. The Town shall be authorized to remove any Interference and to charge the entire cost thereof, together with a ten percent (10%) administrative fee, to the Grantor ("Costs"). The Grantor shall pay the Costs in full within forty-five days of receipt of an invoice from the Town. The Parties specifically agree and intend that Costs (as defined herein) shall constitute fees or charges of the Town as those terms are used in Sec. 1-4-80 of the Mead Municipal Code ("MMC") and that the Costs shall constitute a lien upon the Subject Property from the due date thereof until paid. If the Costs are not paid when due, in addition to any other means provided by law, the Town Clerk shall certify such lien to the Weld County Treasurer, and the Costs shall be collected with real property taxes, as specifically authorized by the MMC.

- 5. <u>ASSIGNMENT</u>. The Town, its agents, successors, and assigns shall have the right and authority to assign any and all rights to use, and all obligations associated with, the Trail Easement as are granted to and accepted by the Town herein. In addition, the Town shall have the right and authority to grant temporary construction easements or license agreements for purposes authorized herein with respect to the operation and maintenance of the Improvements.
- 6. <u>AUTHORITY TO CONVEY.</u> The Grantor warrants, covenants, grants, bargains, and agrees to and with the Town that the Grantor is well seized of the Easement Parcel and has good, sure, perfect, absolute, and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell, and convey the same in manner and form as aforesaid, and that the same is free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances, and restrictions of whatever kind or nature, except matters of record. The Grantor further promises and agrees to forever defend the Town in its quiet and peaceful possession of the Easement Parcel in the exercise of its rights hereunder against all and every person lawfully claiming or seeking to claim the whole or any part thereof.
- 7. <u>DEED OF TRUST HOLDER CONSENT.</u> The deed of trust holder for the Subject Property has consented to Grantor's conveyance of the Trail Easement pursuant to the Deeds of Trust recorded with the Weld County Clerk and Recorder on November 30, 2021, under Reception Nos. 4780513 and 4780514, which written consent is attached hereto as **EXHIBIT B** and incorporated by this reference.
- 8. <u>BENEFITS AND BURDENS.</u> The benefits and burdens of this Trail Easement shall be binding upon and shall inure to the benefit of the Grantor and the Town, and their respective successors and assigns. This Trail Easement and the rights and obligations created hereunder shall run with the land.
- 9. <u>NOTICES</u>. All notices pertaining to this Agreement shall be in writing and shall be personally delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested, to the Parties at the addresses given below or at such other address that may be specified by written notice:

If to Grantor:	GGRV, LLC		
If to Town:	Town of Mead		
	441 Third Street		
	P.O. Box 626		
	Mead, CO 80542		

With a copy to: Town of Mead

Town Attorney

c/o Michow Guckenberger & McAskin LLP

5299 DTC Boulevard, Suite 300 Greenwood Village, CO 80111

- 10. <u>GOVERNING LAW</u>. The terms, covenants and provisions hereof shall be governed by and construed under the applicable laws of the State of Colorado.
- 11. <u>SEVERABILITY</u>. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby; and in lieu of each such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and which shall be legal, valid and enforceable.
- 12. <u>RECORDATION</u>. This Agreement shall be recorded in the offices of the County Clerk and Recorder for Weld County, Colorado.
- 13. <u>AMENDMENTS</u>. Any modification, amendment or termination of this Agreement shall become effective only upon the mutual execution by Grantor and the Town of a written instrument. Any written modification, amendment or termination of this Agreement shall be recorded in the offices of the County Clerk and Recorder for Weld County, Colorado.
- 14. <u>COUNTERPARTS</u>. This Agreement may be executed in counterparts, each of which will be an original, but all of which together shall constitute one and the same instrument.
- 15. <u>SECTION HEADINGS</u>. Any section headings contained herein are included for reference purposes only.
- 16. <u>NO WAIVER OF GOVERNMENTAL IMMUNITY</u>. 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, or otherwise available to the Town and its officers or employees.
- 17. <u>POLICE POWERS RESERVED</u>. Nothing in this Agreement waives or is intended to waive the Town's authority to exercise its police powers.

[SIGNATURE PAGE(S) FOLLOW.]

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date set forth below.

	GRANTOR: GGRV, LLC, a Colorado limited liability compa	ıny
	By:	_
	Name:	_
	Title:	_
STATE OF COLORADO	)	
	) ss.	
COUNTY OF	)	
The foregoing Trail Easement Agreement	was acknowledged before me this day	of
, 2024, by	, as of GGI	₹V,
LLC, a Colorado limited liability company.		
	Witness my hand and official seal.	
	My commission expires:	
[SEAL]		
	Notary Public	

[Grantor signature page.]

Accepted and approved by the TOWN OF MEAD, COLORADO, as grantee:				
Colleen G. Whitlow, Mayor				
ATTEST:				
Mary E. Strutt, MMC, Town Clerk				
Mary E. Strutt, Minic, Town Clerk				

[Grantee signature page.]

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## **EXHIBIT A**

## **Trail Easement**

[Fifteen (15) pages attached.]

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO

SHEET 1 OF 15

A PARCEL OF LAND BEING A PORTION OF LOT 1, GOPHER GULCH RV PARK ADMINISTRATIVE PLAT AS DESCRIBED IN THE RECORDS OF WELD COUNTY ON NOVEMBER 19, 2021, AT RECEPTION NO. 4778076, LOCATED IN THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 21;

THENCE ALONG SAID WEST LINE, NORTH 00°18'27" WEST, A DISTANCE OF 1667.78 FEET;

THENCE DEPARTING SAID WEST LINE, NORTH 89°41'33" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WELD COUNTY ROAD 5 AS DESCRIBED IN THE RECORDS OF WELD COUNTY ON DECEMBER 15, 2021, AT RECEPTION NO. 4785416, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID LOT 1, AND THE POINT OF BEGINNING.

THENCE ALONG A NORTHERLY LINE OF SAID LOT 1, SOUTH 45°47'22" EAST, A DISTANCE OF 14.01 FEET:

THENCE DEPARTING SAID NORTHERLY LINE, SOUTH 00°18'27" EAST, A DISTANCE OF 24.64 FEET TO A POINT OF CURVATURE;

THENCE 21.47 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 21.00 FEET, AN INCLUDED ANGLE OF 58°34'34", AND SUBTENDED BY A CHORD BEARING SOUTH 29°35'44" EAST, A DISTANCE OF 20.55 FEET;

THENCE SOUTH 58°53'01" EAST, A DISTANCE OF 25.74 FEET TO A POINT OF CURVATURE;

THENCE 24.54 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 24.00 FEET, AN INCLUDED ANGLE OF 58°34'28" AND SUBTENDED BY A CHORD BEARING SOUTH 29°35'47" EAST, A DISTANCE OF 23.48 FEET;

THENCE SOUTH 00°18'33" EAST, A DISTANCE OF 111.48 FEET TO A POINT OF CURVATURE;

THENCE 23.34 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 21.00 FEET, AN INCLUDED ANGLE OF 63°40'39", AND SUBTENDED BY A CHORD BEARING SOUTH 32°08'53" EAST, A DISTANCE OF 22.16 FEET;

THENCE SOUTH 63°59'07" EAST, A DISTANCE OF 4.47 FEET TO A POINT OF CURVATURE;

THENCE 17.93 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 69.00 FEET, AN INCLUDED ANGLE OF 14°53'29" AND SUBTENDED BY A CHORD BEARING SOUTH 56°49'24" EAST, A DISTANCE OF 17.88 FEET TO A POINT OF CURVATURE;

THENCE 331.82 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 4788.70 FEET, AN INCLUDED ANGLE OF 03°58'12", AND SUBTENDED BY A CHORD BEARING SOUTH 47°23'34" EAST, A DISTANCE OF 331.75 FEET TO POINT OF REVERSE CURVATURE;

JOB NUMBER: 19-73,270 (F) DRAWN BY: E. PRESCOTT DATE: DECEMBER 4, 2023 REV: FEBRUARY 5, 2024

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

## Flatirons, Inc. Land Surveying Services

655 FOURTH AVE LONGMONT, CO 80501 PH: (303) 776-1733 FAX: (303) 776-4355

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO

SHEET 2 OF 15

THENCE 98.61 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 374.43 FEET, AN INCLUDED ANGLE OF 15°05'22", AND SUBTENDED BY A CHORD BEARING SOUTH 53°09'03" EAST, A DISTANCE OF 98.33 FEET:

THENCE SOUTH 60°41'44" EAST, A DISTANCE OF 215.44 FEET TO A POINT OF CURVATURE;

THENCE 34.06 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 309.00 FEET, AN INCLUDED ANGLE OF 06'18'57", AND SUBTENDED BY A CHORD BEARING SOUTH 57'32'16" EAST, A DISTANCE OF 34.04 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 1;

THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING TWO (2) COURSES:

SOUTH 43°50'09" EAST, A DISTANCE OF 358.97 FEET; THENCE NORTH 89°05'03" EAST, A DISTANCE OF 0.54 FEET TO A POINT OF CURVATURE;

THENCE DEPARTING SAID NORTHERLY LINE, 26.47 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 125.00 FEET, AN INCLUDED ANGLE OF 12°07'53", AND SUBTENDED BY A CHORD BEARING SOUTH 28°54'15" EAST, A DISTANCE OF 26.42 FEET;

THENCE SOUTH 22°50'19" EAST, A DISTANCE OF 20.42 FEET;
THENCE SOUTH 22°50'19" EAST, A DISTANCE OF 82.28 FEET TO A POINT OF CURVATURE;
THENCE 7.04 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 59.00 FEET, AN INCLUDED ANGLE OF 06°50'20", AND SUBTENDED BY A CHORD BEARING SOUTH 26°15'29" EAST, A DISTANCE OF 7.04 FEET;

THENCE SOUTH 29°40'39" EAST, A DISTANCE OF 34.82 FEET TO A POINT OF CURVATURE;

THENCE 7.28 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 61.00 FEET, AN INCLUDED ANGLE OF 06°50'20", AND SUBTENDED BY A CHORD BEARING SOUTH 26°15'29" EAST, A DISTANCE OF 7.28 FEET;

THENCE SOUTH 22°50'19" EAST, A DISTANCE OF 107.23 FEET;

THENCE SOUTH 29°38'10" EAST, A DISTANCE OF 37.25 FEET TO A POINT OF CURVATURE;

THENCE 4.83 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 47.00 FEET, AN INCLUDED ANGLE OF 05°53'33", AND SUBTENDED BY A CHORD BEARING SOUTH 26°41'23" EAST, A DISTANCE OF 4.83 FEET;

THENCE SOUTH 23°44'37" EAST, A DISTANCE OF 38.17 FEET TO A POINT OF CURVATURE; THENCE 2.02 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 21.00 FEET, AN INCLUDED ANGLE OF 05°30'07", AND SUBTENDED BY A CHORD BEARING SOUTH 26°29'40" EAST, A DISTANCE OF 2.02 FEET:

THENCE SOUTH 29°14'44" EAST, A DISTANCE OF 37.23 FEET TO A POINT OF CURVATURE; THENCE 6.11 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 11.00 FEET, AN INCLUDED ANGLE OF 31°50'56", AND SUBTENDED BY A CHORD BEARING SOUTH 45°10'12" EAST, A DISTANCE OF 6.04 FEET;

THENCE SOUTH 61°05'40" EAST, A DISTANCE OF 18.47 FEET TO A POINT OF CURVATURE;

THENCE 9.93 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 31.00 FEET, AN INCLUDED ANGLE OF 18°20'41", A SUBTENDED BY A CHORD BEARING SOUTH 51°55'19" EAST, A DISTANCE OF 9.88 FEET;



JOB NUMBER: 19-73,270 (F) DRAWN BY: E. PRESCOTT DATE: DECEMBER 5, 2023 REV: FEBRUARY 5, 2024

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

## Flatirons, Inc.

Land Surveying Services 655 FOURTH AVE

LONGMONT, CO 80501 PH: (303) 776-1733 FAX: (303) 776-4355

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO SHEET 3 OF 15

THENCE S42°44'59"E, A DISTANCE OF 21.77 FEET TO A POINT OF CURVATURE:

THENCE 4.75 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 21.00 FEET, AN INCLUDED ANGLE OF 12°58'17", AND SUBTENDED BY A CHORD BEARING SOUTH 49°14'07" EAST, A DISTANCE

THENCE SOUTH 55°43'16" EAST, A DISTANCE OF 42.56 FEET TO A POINT OF CURVATURE;

THENCE 0.56 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 37.00 FEET, AN INCLUDED ANGLE OF 00°52'04", AND SUBTENDED BY A CHORD BEARING SOUTH 56°09'17" EAST, A DISTANCE

THENCE SOUTH 56°35'19" EAST, A DISTANCE OF 38.97 FEET TO A POINT OF CURVATURE;

THENCE 4.12 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 39.00 FEET, AN INCLUDED ANGLE OF 06°02'53", AND SUBTENDED BY A CHORD BEARING SOUTH 53°33'53" EAST, A DISTANCE

THENCE SOUTH 50°32'27" EAST, A DISTANCE OF 29.02 FEET TO A POINT OF CURVATURE; THENCE 13.71 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 39.00 FEET, AN INCLUDED ANGLE OF 20°08'53", AND SUBTENDED BY A CHORD BEARING SOUTH 40°28'00" EAST, A DISTANCE OF 13.64 FEET;

THENCE SOUTH 30°23'33" EAST, A DISTANCE OF 32.82 FEET TO A POINT OF CURVATURE:

THENCE 3.53 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 29.00 FEET, AN INCLUDED ANGLE OF 06°57'52", AND SUBTENDED BY A CHORD BEARING SOUTH 33°52'30" EAST, A DISTANCE

THENCE SOUTH 37°21'26" EAST, A DISTANCE OF 41.19 FEET TO A POINT OF CURVATURE;

THENCE 16.95 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 19.00 FEET, AN INCLUDED ANGLE OF 51°06'59", AND SUBTENDED BY A CHORD BEARING SOUTH 62°54'55" EAST, A DISTANCE OF 16.39 FEET;

THENCE SOUTH 88°28'25" EAST, A DISTANCE OF 3.76 FEET TO A POINT OF CURVATURE;

THENCE 32.99 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 21.00 FEET, AN INCLUDED ANGLE OF 90°00'00", AND SUBTENDED BY A CHORD BEARING SOUTH 43°28'25" EAST, A DISTANCE OF 29.70 FEET:

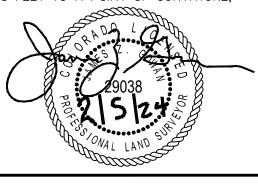
THENCE SOUTH 01°31'35" WEST, A DISTANCE OF A DISTANCE OF 1.75 FEET TO A POINT OF CURVATURE; THENCE 14.90 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 21.00 FEET, AN INCLUDED ANGLE OF 40°38'51", AND SUBTENDED BY A CHORD BEARING SOUTH 21°51'01" WEST, A DISTANCE OF 14.59 FEET:

THENCE SOUTH 42°10'26" WEST, A DISTANCE OF 11.09 FEET TO A POINT OF CURVATURE;

THENCE 13.26 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 19.00 FEET, AN INCLUDED ANGLE OF 39°59'57", AND SUBTENDED BY A CHORD BEARING SOUTH 22°10'28" WEST, A DISTANCE OF 13.00 FEET:

THENCE SOUTH 03°14'44" WEST, A DISTANCE OF 26.11 FEET; THENCE SOUTH 83°31'25" EAST, A DISTANCE OF 135.20 FEET TO A POINT OF CURVATURE;

THENCE 18.46 FEET ALONG THÉ ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 29.00 FEET, AN INCLUDED ANGLE OF 36°28'12", AND SUBTENDED BY A CHORD BEARING SOUTH 65°17'19" EAST, A DISTANCE OF 18.15 FEET TO A POINT OF CURVATURE;



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JOB NUMBER: 19-73,270 (F) DRAWN BY: E. PRESCOTT DATE: DECEMBER 4, 2023 REV: FEBRUARY 5, 2024

#### Flatirons, Inc. Land Surveying Services

655 FOURTH AVE

LONGMONT, CO 80501 PH: (303) 776-1733 FAX: (303) 776-4355

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO

SHEET 4 OF 15

THENCE 14.00 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 11.00 FEET, AN INCLUDED ANGLE OF 72°56'24", AND SUBTENDED BY A CHORD BEARING SOUTH 83°31'25" EAST, A DISTANCE OF 13.08 FEET TO A POINT OF CURVATURE;

THENCE 18.46 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 29.00 FEET, AN INCLUDED ANGLE OF 36°28'12", AND SUBTENDED BY A CHORD BEARING NORTH 78°14'29" EAST, A DISTANCE OF 18.15 FEET:

THENCE SOUTH 83°31'23" EAST, A DISTANCE OF 108.95 FEET; THENCE SOUTH 84°26'21" EAST, A DISTANCE OF 4.85 FEET TO A POINT OF CURVATURE;

THENCE 44.25 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 84.00 FEET, AN INCLUDED ANGLE OF 30°10'48", AND SUBTENDED BY A CHORD BEARING NORTH 80°28'15" EAST, A DISTANCE OF 43.74 FEET:

THENCE NORTH 65°22'51" EAST, A DISTANCE OF 3.79 FEET TO A POINT OF CURVATURE;

THENCE 41.19 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 29.00 FEET, AN INCLUDED ANGLE OF 81°22'22", AND SUBTENDED BY A CHORD BEARING SOUTH 72°52'22" EAST, A DISTANCE OF 37.81 FEET TO A POINT OF CURVATURE;

THENCE 12.23 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 14.00 FEET, AN INCLUDED ANGLE OF 50°03'28", AND SUBTENDED BY A CHORD BEARING SOUTH 57°12'55" EAST, A DISTANCE

OF 11.85 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 66; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 89°04'24" WEST, A DISTANCE OF 17.49 FEET TO A POINT OF CURVATURE;

THENCE 1.66 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 24.00 FEET, AN INCLUDED ANGLE OF 03°57'19", AND SUBTENDED BY A CHORD BEARING NORTH 34°09'51" WEST, A DISTANCE OF 1.66 FEET TO A POINT OF CURVATURE;

THENCE 26.90 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 19.00 FEET, AN INCLUDED ANGLE OF 81°07'23", AND SUBTENDED BY A CHORD BEARING NORTH 72°44'53" WEST, A DISTANCE OF 24.71 FEET;

THENCE SOUTH 65°22'51" WEST, A DISTANCE OF 3.69 FEET TO A POINT OF CURVATURE;

THENCE 31.27 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 94.00 FEET, AN INCLUDED ANGLE OF 19'03'27", AND SUBTENDED BY A CHORD BEARING SOUTH 74'54'35" WEST, A DISTANCE OF 31.12 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 66;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 89°04'24" WEST, A DISTANCE OF 15.19 FEET TO A POINT OF CURVATURE;

THENCE 3.04 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 94.00 FEET. AN INCLUDED ANGLE OF 01°51'10", AND SUBTENDED BY A CHORD BEARING NORTH 85°21'56" WEST, A DISTANCE OF 3.04 FEET;

THENCE NORTH 84°26'21" WEST, A DISTANCE OF 4.87 FEET;

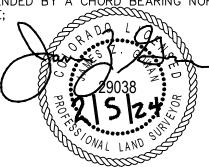
THENCE NORTH 83°31'25" WEST, A DISTANCE OF 109.10 FEET TO A POINT OF CURVATURE;

THENCE 12.09 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 19.00 FEET, AN INCLUDED ANGLE OF 36°28'12", AND SUBTENDED BY A CHORD BEARING SOUTH 78°14'29" WEST, A DISTANCE OF 11.89 FEET TO A POINT OF CURVATURE;

THENCE 26.73 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 21.00 FEET, AN INCLUDED ANGLE OF 72°56'24", AND SUBTENDED BY A CHORD BEARING NORTH 83°31'25" WEST, A DISTANCE OF 24.96 FEET TO A POINT OF CURVATURE;

JOB NUMBER: 19-73,270 (F) DRAWN BY: E. PRESCOTT DATE: DECEMBER 5, 2023 REV: FEBRUARY 5, 2024

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www.FlatironsInc.com

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LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO

SHEET 5 OF 15

THENCE 12.09 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 19.00 FEET, AN INCLUDED ANGLE OF 36°28'12", AND SUBTENDED BY A CHORD BEARING NORTH 65°17'19" WEST, A DISTANCE OF 11.89 FEET:

THENCE NORTH 83°31'25" WEST, A DISTANCE OF 144.65 FEET;

THENCE NORTH 03°14'54" EAST, A DISTANCE OF 35.40 FEET TO A POINT OF CURVATURE; THENCE 20.22 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 29.00 FEET, AN INCLUDED ANGLE OF 39°57'14", AND SUBTENDED BY A CHORD BEARING NORTH 22°11'49" EAST, A DISTANCE

THENCE NORTH 42°10'26" EAST, A DISTANCE OF 11.09 FEET TO A POINT OF CURVATURE;

THENCE 7.80 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 11.00 FEET, AN INCLUDED ANGLE OF 40°38'51", AND SUBTENDED BY A CHORD BEARING NORTH 21°51'01" EAST, A DISTANCE

THENCE NORTH 01°31'35" EAST, A DISTANCE OF 1.75 FEET TO A POINT OF CURVATURE;

THENCE 17.28 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 11.00 FEET, AN INCLUDED ANGLE OF 90°00'00", AND SUBTENDED BY A CHORD BEARING NORTH 43°28'25" WEST, A DISTANCE OF 15.56 FEET;

THENCE NORTH 88°28'25" WEST, A DISTANCE OF 3.76 FEET TO A POINT OF CURVATURE; THENCE 25.87 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 29.00 FEET, AN INCLUDED ANGLE OF 51°06'59", AND SUBTENDED BY A CHORD BEARING NORTH 62°54'55" WEST, A DISTANCE

THENCE NORTH 37°21'26" WEST, A DISTANCE OF 41.19 FEET TO A POINT OF CURVATURE;

THENCE 4.74 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 39.00 FEET, AN INCLUDED ANGLE OF 06°57'52". AND SUBTENDED BY A CHORD BEARING NORTH 33°52'30" WEST, A DISTANCE

THENCE NORTH 30°23'33" WEST, A DISTANCE OF 32.82 FEET TO A POINT OF CURVATURE;

THENCE 10.20 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 29.00 FEET, AN INCLUDED ANGLE OF 20°08'53", AND SUBTENDED BY A CHORD BEARING NORTH 40°28'00" WEST, A DISTANCE OF 10.15 FEET;

THENCE NORTH 50°32'27" WEST, A DISTANCE OF 29.02 FEET TO A POINT OF CURVATURE; THENCE 3.06 ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 29.00 FEET, AN INCLUDED ANGLE OF 06°02'53", AND SUBTENDED BY A CHORD BEARING NORTH 53°33'53" WEST, A DISTANCE OF 3.06 FEET;

THENCE NORTH 56°35'19" WEST, A DISTANCE OF 38.97 FEET TO A PONT OF CURVATURE;

THENCE 0.71 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 47.00 FEET, AN INCLUDED ANGLE OF 00°52'04", AND SUBTENDED BY A CHORD BEARING NORTH 56°09'17" WEST, A DISTANCE OF 0.71 FEET:

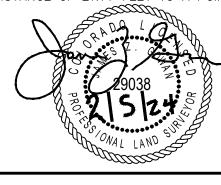
THENCE NORTH 55°43'16" WEST, A DISTANCE OF 42.56 FEET;

THENCE 7.02 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 31.00 FEET, AN INCLUDED ANGLE OF 12'58'17", AND SUBTENDED BY A CHORD BEARING NORTH 49"14'07" WEST, A DISTANCE OF 7.00 FEET;

THENCE NORTH 42°44'59" WEST, A DISTANCE OF 21.77 FEET TO A POINT OF CURVATURE;

JOB NUMBER: 19-73,270 (F) DRAWN BY: E. PRESCOTT DATE: DECEMBER 5, 2023 REV: FEBRUARY 5, 2024

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SHEET 6 OF 15

THENCE 6.72 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 21.00 FEET. AN INCLUDED ANGLE OF 18°20'41", AND SUBTENDED BY A CHORD BEARING NORTH 51°55'19" WEST, A DISTANCE OF 6.70 FEET;

THENCE NORTH 61°05'40" WEST, A DISTANCE OF 18.47 FEET TO A POINT OF CURVATURE; THENCE 11.67 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 21.00 FEET, AN INCLUDED ANGLE OF 31°50'56", AND SUBTENDED BY A CHORD BEARING NORTH 45°10'12" WEST, A

DISTANCE OF 11.52 FEET; THENCE NORTH 29"14"44" WEST, A DISTANCE OF 37.23 FEET TO A POINT OF CURVATURE; THENCE 2.98 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 31.00 FEET, AN INCLUDED ANGLE OF 05°30'07", AND SUBTENDED BY A CHORD BEARING NORTH 26°29'40" WEST, A DISTANCE OF 2.98 FEET:

THENCE NORTH 23°44'37" WEST, A DISTANCE OF 38.17 FEET TO A POINT OF CURVATURE; THENCE 3.81 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 37.00 FEET, AN INCLUDED ANGLE OF 05°53'33", AND SUBTENDED BY A CHORD BEARING NORTH 26°41'23" WEST, A DISTANCE OF 3.80 FEET;

THENCE NORTH 29°38'10" WEST, A DISTANCE OF 37.85 FEET;

THENCE NORTH 22°50'19" WEST, A DISTANCE OF 107.83 FEET TO A POINT OF CURVATURE;

THENCE 6.09 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 51.00 FEET, AN INCLUDED ANGLE OF 06°50'20", AND SUBTENDED BY A CHORD BEARING NORTH 26°15'29" WEST, A DISTANCE OF 6.08 FEET;

THENCE NORTH 29°40'39" WEST, A DISTANCE OF 34.82 FEET TO A POINT OF CURVATURE; THENCE 8.24 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 69.00 FEET, AN INCLUDED ANGLE OF 06°50'20", AND SUBTENDED BY A CHORD BEARING NORTH 26°15'29" WEST, A DISTANCE OF 8.23 FEET;

THENCE NORTH 22°50'19" WEST, A DISTANCE OF 82.28 FEET TO A POINT OF CURVATURE; THENCE 38.15 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 115.00 FEET, AN INCLUDED ANGLE OF 19°00'32", AND SUBTENDED BY A CHORD BEARING NORTH 32°20'35" WEST, A DISTANCE OF 37.98 FEET;

THENCE NORTH 41°50'50" WEST, A DISTANCE OF 37.65 FEET;

THENCE NORTH 42°19'50" WEST, A DISTANCE OF 75.46 FEET TO A POINT OF CURVATURE;

THENCE 76.70 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 3262.12 FEET, AN INCLUDED ANGLE OF 01°20'50", AND SUBTENDED BY A CHORD BEARING NORTH 43°00'15" WEST, A DISTANCE OF 76.70 FEET TO A POINT OF CURVATURE;

THENCE 59.46 FEET ALONG THE ARC OF A CURVE TO THE LEFT. HAVING A RADIUS OF 3262.12 FEET: AN INCLUDED ANGLE OF 01°02'40", AND SUBTENDED BY A CHORD BEARING NORTH 44°12'00" WEST, A DISTANCE OF 59.46 FEET:

THENCE NORTH 44°43'20" WEST, A DISTANCE OF 42.94 FEET TO A POINT OF CURVATURE;

THENCE 83.36 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 299.00 FEET, AN INCLUDED ANGLE OF 15°58'24", AND SUBTENDED BY A CHORD BEARING NORTH 52°42'32" WEST, A

DISTANCE OF 83.09 FEET;

JOB NUMBER: 19-73,270 (F) DRAWN BY: E. PRESCOTT DATE: DECEMBER 5, 2023 REV: FEBRUARY 5, 2024

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Land Surveying Services

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LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO

SHEET 7 OF 15

THENCE NORTH 60°41'44" WEST, A DISTANCE OF 215.44 FEET TO A POINT OF CURVATURE; THENCE 101.26 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 384.43 FEET, AN INCLUDED ANGLE OF 15°05'31", AND SUBTENDED BY A CHORD BEARING NORTH 53°08'58" WEST, A DISTANCE OF 100.97 FEET TO A POINT OF CURVATURE;

THENCE 331.14 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 4778.70 FEET, AN INCLUDED ANGLE OF 03°58'13", AND SUBTENDED BY A CHORD BEARING NORTH 47°23'33" WEST, A DISTANCE OF 331.08 FEET TO A POINT OF CURVATURE:

THENCE 15.33 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 59.00 FEET, AN INCLUDED ANGLE OF 14\*53'29", AND SUBTENDED BY A CHORD BEARING NORTH 56\*49'24" WEST, A DISTANCE OF 15.29 FEET;

THENCE NORTH 64°16'09" WEST, A DISTANCE OF 7.43 FEET TO A POINT OF CURVATURE; THENCE 31.58 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 31.83 FEET, AN INCLUDED ANGLE OF 56°49'54", AND SUBTENDED BY A CHORD BEARING NORTH 29°11'16" WEST, A DISTANCE OF 30.30 FEET;

THENCE NORTH 00°18'33" WEST, A DISTANCE OF 111.48 FEET TO A POINT OF CURVATURE; THENCE 14.31 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 14.00 FEET, AN INCLUDED ANGLE OF 58°34'28" AND SUBTENDED BY A CHORD BEARING NORTH 29°35'47" WEST, A DISTANCE OF 13.70 FEET.

DISTANCE OF 13.70 FEET;
THENCE NORTH 58°53'01" WEST, A DISTANCE OF 25.74 FEET TO A PONT OF CURVATURE;
THENCE 31.69 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 31.00 FEET,
AN INCLUDED ANGLE OF 58°34'34" AND SUBTENDED BY A CHORD BEARING NORTH 29°35'44" WEST, A
DISTANCE OF 30.33 FEET;

THENCE NORTH 00°17'39" WEST, A DISTANCE OF 34.47 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 24,703 SQ. FT. OR 0.57 ACRES, MORE OR LESS.

I, JAMES Z. GOWAN, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, ARE ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND ARE NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED. SAID PARCEL DESCRIPTION AND EXHIBIT WERE PREPARED AT THE REQUEST OF THE CLIENT AND ARE NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.

JAMES Z. GOWAN COLORADO P.L.S. #29038 VICE PRESIDENT, FLATIRONS, INC. JOB NUMBER: 19-73,270 (F) DRAWN BY: E. PRESCOTT DATE: DECEMBER 5, 2023 REV: FEBRUARY 5, 2024

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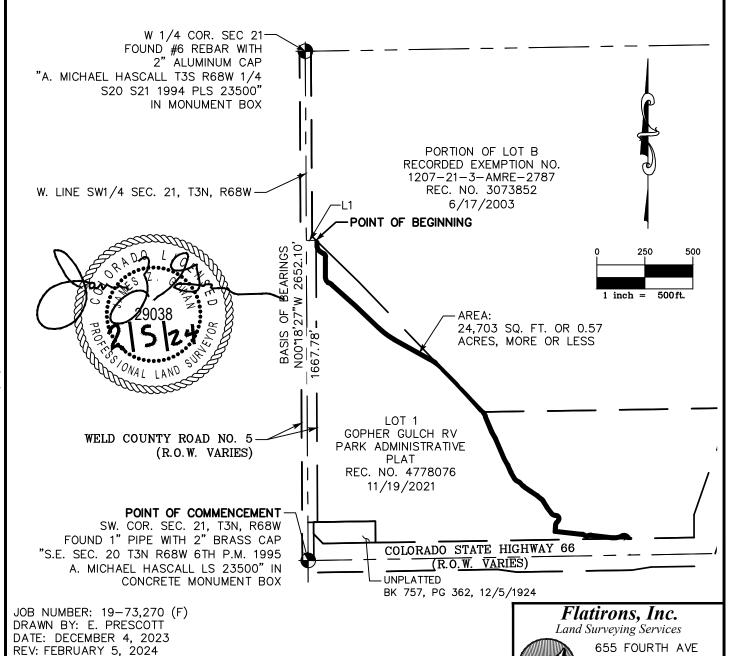
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LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO

SHEET 8 OF 15

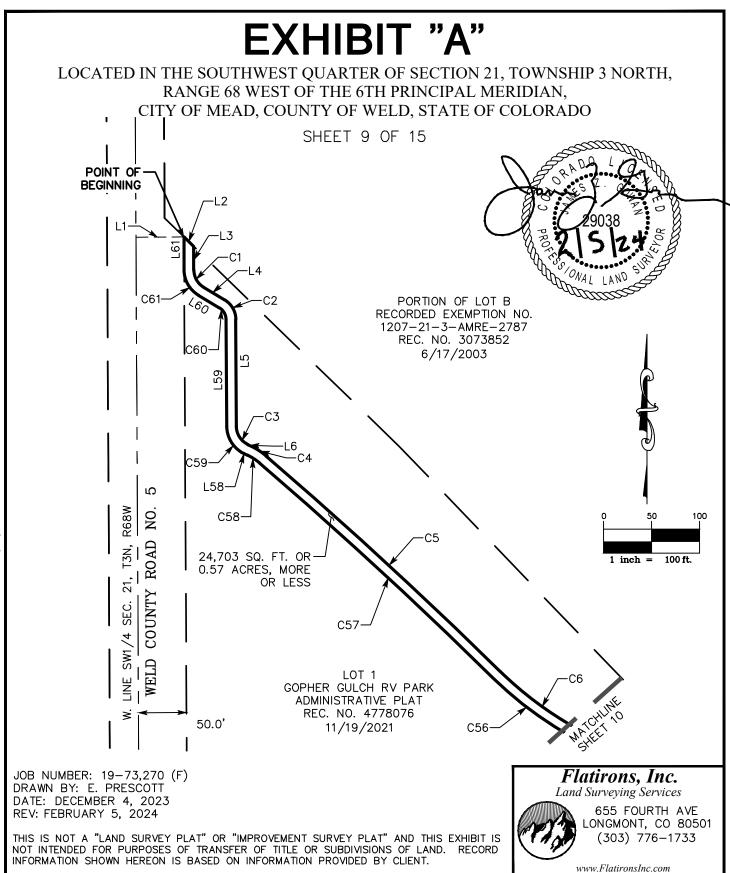
#### **BASIS OF BEARINGS**

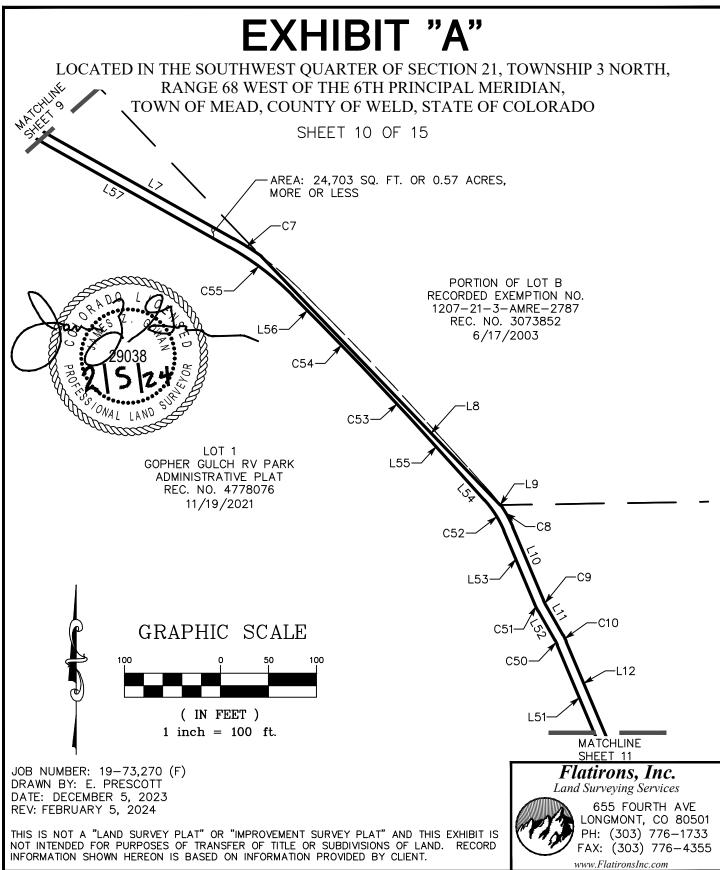


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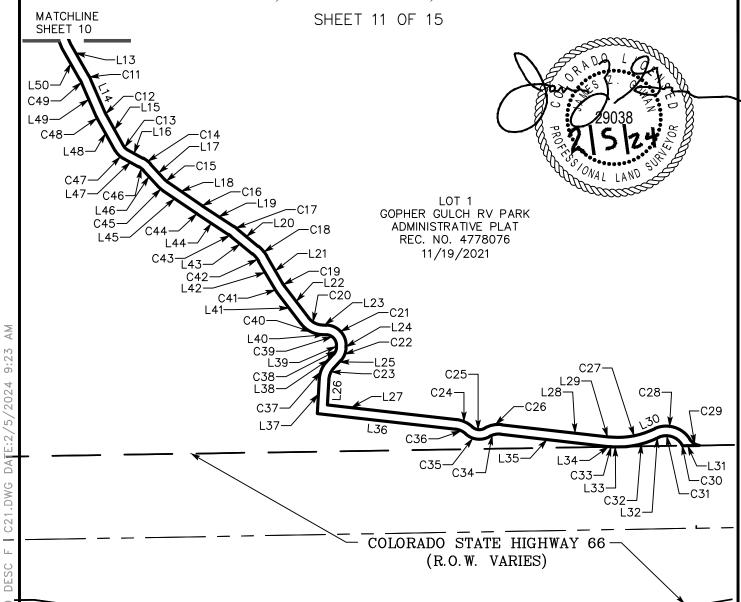
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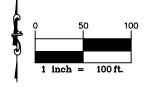




LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO



JOB NUMBER: 19-73,270 (F) DRAWN BY: E. PRESCOTT DATE: DECEMBER 5, 2023 REV: FEBRUARY 5, 2024



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SHEET 12 OF 15

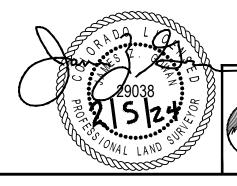
LINE TABLE				
LINE #	LENGTH	DIRECTION		
L1	50.00	N89°41'33"E		
L2	14.01	S45°47'22"E		
L3	24.64	S00°18'27"E		
L4	25.74	S58°53'01"E		
L5	111.48	S00°18'33"E		
L6	4.47	S63°59'07"E		
L7	215.44	S60°41'44"E		
L8	358.97	S43°50'09"E		
L9	0.54	N89°05'03"E		
L10	82.28	N22°50'19"W		
L11	34.82	S29°40'39"E		
L12	107.23	S22°50'19"E		
L13	37.25	S29°38'10"E		
L14	38.17	S23°44'37"E		
L15	37.23	S29°14'44"E		
L16	18.47	S61°05'40"E		
L17	21.77	S42°44'59"E		
L18	42.56	S55°43'16"E		
L19	38.97	S56°35'19"E		
L20	29.02	S50°32'27"E		
L21	32.82	S30°23'33"E		

	LINE TA	ARTE		
LINE #	LENGTH	DIRECTION		
L22	41.19	S37°21'26"E		
L23	3.76	S88°28'25"E		
L24	1.75	S01°31'35"W		
L25	11.09	S42°10'26"W		
L26	26.11	S03°14'44"W		
L27	135.20	S83°31'25"E		
L28	108.95	S83°31'23"E		
L29	4.85	S84°26'21"E		
L30	3.79	N65°22'51"E		
L31	17.49	S89°04'24"W		
L32	3.69	S65°22'51"W		
L33	15.19	S89°04'24"W		
L34	4.87	N84°26'21"W		
L35	109.10	N83°31'25"W		
L36	144.65	N83°31'25"W		
L37	35.40	N03°14'54"E		
L38	11.09	N42°10'26"E		
L39	1.75	N01°31'35"E		
L40	3.76	N88°28'25"W		
L41	41.19	N37°21'26"W		
L42	32.82	N30°23'33"W		

LINE TABLE						
LINE #	LINE # LENGTH DIRECTION					
L43	29.02	N50°32'27"W				
L44	38.97	N56°35'19"W				
L45	42.56	N55°43'16"W				
L46	21.77	N42°44'59"W				
L47	18.47	N61°05'40"W				
L48	37.23	N29°14'44"W				
L49	38.17	N23°44'37"W				
L50	37.85	N29°38'10"W				
L51	107.83	N22°50'19"W				
L52	34.82	N29°40'39"W				
L53	82.28	N22°50'19"W				
L54	37.65	N41°50'50"W				
L55	75.46	N42°19'50"W				
L56	42.94	N44°43'20"W				
L57	215.44	N60°41'44"W				
L58	7.43	N64°16'09"W				
L59	111.48	N00°18'33"W				
L60	25.74	N58°53'01"W				
L61	34.47	N0017'39"W				

JOB NUMBER: 19-73,270 (F) DRAWN BY: E. PRESCOTT DATE: DECEMBER 5, 2023 REV: FEBRUARY 5, 2024

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.



## Flatirons, Inc.

Land Surveying Services

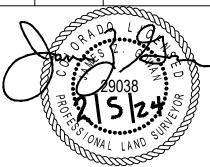
655 FOURTH AVE LONGMONT, CO 80501 PH: (303) 776-1733 FAX: (303) 776-4355

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO SHEET 12 OF 15

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	21.47	21.00	58°34'34"	S29°35'44"E	20.55
C2	24.54	24.00	58°34'28"	S29°35'47"E	23.48
C3	23.34	21.00	63°40'39"	S32°08'53"E	22.16
C4	17.93	69.00	14 <b>°</b> 53'29"	S56°49'24"E	17.88
C5	331.82	4788.70	3°58'12"	S47°23'34"E	331.75
C6	98.61	374.43	15°05'22"	S53°09'03"E	98.33
C7	34.06	309.00	6°18'57"	S57°32'16"E	34.04
C8	26.47	125.00	12°07'53"	N28°54'15"W	26.42
C9	7.04	59.00	6°50'20"	S26°15'29"E	7.04
C10	7.28	61.00	6°50'20"	S26¶5′29″E	7.28
C11	4.83	47.00	5°53'33"	S26°41'23"E	4.83
C12	2.02	21.00	5°30'07"	S26°29'40"E	2.02
C13	6.11	11.00	31°50'56"	S45°10'12"E	6.04
C14	9.93	31.00	18°20'41"	S51°55'19"E	9.88
C15	4.75	21.00	12°58'17"	S49°14'07"E	4.74
C16	0.56	37.00	0°52'04"	S56°09'17"E	0.56
C17	4.12	39.00	6°02'53"	S53°33'53"E	4.11
C18	13.71	39.00	20°08'53"	S40°28'00"E	13.64
C19	3.53	29.00	6°57'52"	S33°52'30"E	3.52
C20	16.95	19.00	51°06'59"	S62°54'55"E	16.39
C21	32.99	21.00	90°00'00"	S43°28'25"E	29.70

JOB NUMBER: 19-73,270 (F) DRAWN BY: E. PRESCOTT DATE: DECEMBER 5, 2023 REV: FEBRUARY 5, 2024

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Flatirons, Inc.
Land Surveying Services

655 FOURTH AVE LONGMONT, CO 80501 PH: (303) 776–1733 FAX: (303) 776–4355

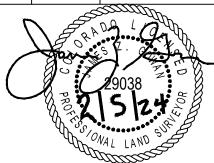
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO

SHEET 14 OF 15

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C22	14.90	21.00	40°38'51"	S21°51'01"W	14.59
C23	13.26	19.00	39°59'57"	S22°10'28"W	13.00
C24	18.46	29.00	36°28'12"	S65°17'19"E	18.15
C25	14.00	11.00	72 <b>°</b> 56'24"	S83°31'25"E	13.08
C26	18.46	29.00	36°28'12"	N78¶4'29"E	18.15
C27	44.25	84.00	30°10'48"	N80°28'15"E	43.74
C28	41.19	29.00	81°22'22"	S72°52'22"E	37.81
C29	12.23	14.00	50°03'28"	S57¶2'55"E	11.85
C30	1.66	24.00	3°57'19"	N34°09'51"W	1.66
C31	26.90	19.00	81°07'23"	N72°44'53"W	24.71
C32	31.27	94.00	19°03'27"	S74°54'35"W	31.12
C33	3.04	94.00	1°51'10"	N85°21'56"W	3.04
C34	12.09	19.00	36°28'12"	S78°14'29"W	11.89
C35	26.73	21.00	72 <b>°</b> 56'24"	N83°31'25"W	24.96
C36	12.09	19.00	36°28'12"	N65°17'19"W	11.89
C37	20.22	29.00	39°57'14"	N22°11'49"E	19.82
C38	7.80	11.00	40°38'51"	N21°51'01"E	7.64
C39	17.28	11.00	90°00'00"	N43°28'25"W	15.56
C40	25.87	29.00	51°06'59"	N62°54'55"W	25.02
C41	4.74	39.00	6°57'52"	N33°52'30"W	4.74
C42	10.20	29.00	20°08'53"	N40°28'00"W	10.15

JOB NUMBER: 19-73,270 (F) DRAWN BY: E. PRESCOTT DATE: DECEMBER 5, 2023 REV: FEBRUARY 5, 2024

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Flatirons, Inc.

Land Surveying Services

655 FOURTH AVE LONGMONT, CO 80501 PH: (303) 776-1733 FAX: (303) 776-4355

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO

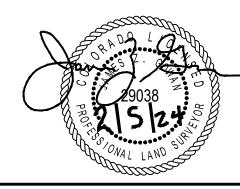
SHEET 15 OF 15

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C43	3.06	29.00	6°02'53"	N53°33'53"W	3.06
C44	0.71	47.00	0°52'04"	N56°09'17"W	0.71
C45	7.02	31.00	12°58'17"	N49°14'07"W	7.00
C46	6.72	21.00	18 <b>°</b> 20'41"	N51°55'19"W	6.70
C47	11.67	21.00	31°50'56"	N45°10'12"W	11.52
C48	2.98	31.00	5°30'07"	N26°29'40"W	2.98
C49	3.81	37.00	5°53'33"	N26°41'23"W	3.80
C50	6.09	51.00	6°50'20"	N26°15'29"W	6.08
C51	8.24	69.00	6°50'20"	N26°15'29"W	8.23
C52	38.15	115.00	19 <b>°</b> 00'32"	N32°20'35"W	37.98
C53	76.70	3262.12	1°20'50"	N43°00'15"W	76.70
C54	59.46	3262.12	1°02'40"	N44°12'00"W	59.46
C55	83.36	299.00	15°58'24"	N52°42'32"W	83.09
C56	101.26	384.43	15 <b>°</b> 05'31"	N53°08'58"W	100.97
C57	331.14	4778.70	3 <b>°</b> 58'13"	N47°23'33"W	331.08
C58	15.33	59.00	14°53'29"	N56°49'24"W	15.29
C59	31.58	31.83	56°49'54"	N29°11'16"W	30.30
C60	14.31	14.00	58°34'28"	N29°35'47"W	13.70
C61	31.69	31.00	58°34'34"	N29°35'44"W	30.33

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PROVIDED BY CLIENT.



Flatirons, Inc.

Land Surveying Services

3825 IRIS AVE, SUITE 395 BOULDER, CO 80301 (303) 443-7001

## **EXHIBIT B**

## **Deed of Trust Holder Consent**

[Attached.]



#### **FIRSTBANK**

#### 1707 NORTH MAIN STREET LONGMONT, CO 80501 303-772-5500

April 5, 2024

Town of Mead Attention: Collin Mieras 441 Third Street P.O. Box 626 Mead, CO 80542

Mr. Collin Mieras:

This letter serves as a Consent to Trail Easement Agreement between GGRV, LLC and the Town of Mead. The easement parcel is identified as:

Lot 1, Gopher Gulch RV Park Administrative Plat, Town of Mead, County of Weld, State of Colorado, per the pat recorded with the Weld County Clerk and Recorded at Rec. No. 4778076.

The Grantor (GGRV, LLC) and Town (Town of Mead) entered into a Site Plan Agreement (SPA) for Gopher Gulch RV Park, recorded with the Weld County Clerk and Recorder on November 19, 2021, at Rec. No. 4778079, which SPA obligates the Grantor to construct and install an eight (8) foot wide regional trail over the Subject Property.

The Plat grants a ten (10) foot wide easement to the Town for the Trail, and Grantor and Town seek to relocate such easement to the Easement Parcel, as more particularly provided herein.

As the Deed of Trust holder for this parcel, FirstBank consents to the Trail Easement Agreement between GGRV, LLC and the Town of Mead. Please contact me directly with any questions at (303) 684-6960.

Sincerely,

Darrin W. Anson

Executive Vice President

in W. anson

**Boulder County Market** 

## **EXHIBIT 2**

## Trail Easement Agreement (KITELEY FARMS, LLLP)

[Attached.]

#### After recording, return to:

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

#### TRAIL EASEMENT AGREEMENT (Kiteley Farms, LLLP)

This TRAIL EASEMENT AGREEMENT ("Agreement") is entered into by and between KITELEY FARMS, LLLP, a Colorado limited liability limited partnership with a principal address of 17460 Primrose Lane, Mead, Colorado 80542 ("Grantor"), and TOWN OF MEAD, a statutory municipality of the State of Colorado whose address is 441 Third Street, Mead, Colorado 80542 ("Town") (collectively, the "Parties"), and shall be effective as of the execution date provided below.

#### **RECITALS:**

A. Grantor owns certain real property legally described below ("Subject Property"), which Subject Property includes that certain parcel more particularly described in <a href="EXHIBIT A">EXHIBIT A</a> attached hereto and incorporated herein by this reference (the "Easement Parcel").

LOT B, OF AMENDED RECORDED EXEMPTION NO. 1207-21-3 AMRE-2787, ACCORDING TO MAP RECORDED JUNE 17, 2003 AS RECEPTION NO. 3073852, BEING A PORTION OF THE SW1/4 OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH P. M., COUNTY OF WELD, STATE OF COLORADO, EXCEPT THAT PORTION CONVEYED IN DEED RECORDED FEBRUARY 24, 2020 AS RECEPTION NO. 4568724

- B. Property adjacent to the Subject Property is within the Town of Mead incorporated boundaries and subject to the Gopher Gulch RV Park Administrative Plat, recorded with the Weld County Clerk and Recorder at Rec. No. 4778076 ("Plat").
- C. The Plat grants a ten (10) foot wide easement to the Town for an eight (8) foot wide regional trail, and Town and Grantor desire to relocate a portion of such easement over the Easement Parcel, as more particularly provided herein.
- D. Grantor desires to grant and convey to Town, and Town desires to accept from Grantor, a perpetual easement over the Easement Parcel, as described herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Grantor and the Town, as grantee, agree as follows:

- 1. <u>GRANT OF TRAIL EASEMENT.</u> The Grantor hereby grants, bargains, sells, and conveys to the Town, its agents, successors, and permitted assigns a perpetual and exclusive public trail easement, in, to, through, over, under and across the Easement Parcel ("**Trail Easement**") for the purpose of enlarging, replacing, repairing, operating, removing and/or maintaining an eight (8) foot wide concrete public recreational trail, associated grading, and associated landscaping ("**Improvements**"), and all other actions consistent with this Agreement. It is expressly understood that acceptance of the Trail Easement shall not create any responsibility that does not otherwise exist by operation of law or by separate agreement between the Grantor and the Grantee for the Grantee to construct, maintain or repair any Improvements in or on the Easement Parcel.
- 2. TOWN ACCESS RIGHTS; SUBJACENT AND LATERAL SUPPORT. The Town, its agents, successors, and permitted assigns shall have and exercise the right of permanent and perpetual ingress and egress in, on, to, through, over, under, and across the Easement Parcel at all times as necessary or convenient for the full use and enjoyment of the rights granted to it in this Agreement. Further, the Town, its agents, successors, and assigns shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the operation and maintenance of the Improvements. The Grantor shall not take any action that would impair the lateral or subjacent support for the Improvements.
- 3. <u>PUBLIC ACCESS</u>. The general public shall be allowed access to and use of the Trail Easement for all uses consistent with a non-motorized recreational trail. Other than in connection with the Town's rights set forth herein, use of motorized vehicles within the Trail Easement is prohibited with the exception of electric-powered bicycles. The general public's use of the Trail Easement shall be in accordance with the Town's rules and regulations applying to public recreational trails, as the same may be amended from time to time.
- 4. <u>IMPROVEMENTS AND INTERFERENCE WITH EASEMENT.</u> The Improvements installed on or within the Trail Easement shall be the property of the Town, following final acceptance of the Trail Improvements by the Town, removable at the Town's option. The Grantor shall not construct or place any structure or building, street light, power pole, yard light, mail box or sign, whether temporary or permanent, or plant any shrub, tree, woody plant, nursery stock, garden or other landscaping or design feature or object on or within any part of the Easement Parcel ("Interference"), except with the prior written consent of the Town. Any Interference situated on or within the Easement Parcel as of the date of this Agreement or subsequently placed thereon may, except where the Town has consented thereto in writing, be removed by the Town without liability for damages arising from such removal. The Town shall be authorized to remove any Interference and to charge the entire cost thereof, together with a ten percent (10%) administrative fee, to the Grantor ("Costs"). The Grantor shall pay the Costs in full within forty-five days of receipt of an invoice from the Town. The Parties specifically agree and

intend that Costs (as defined herein) shall constitute fees or charges of the Town as those terms are used in Sec. 1-4-80 of the *Mead Municipal Code* ("**MMC**") and that the Costs shall constitute a lien upon the Subject Property from the due date thereof until paid. If the Costs are not paid when due, in addition to any other means provided by law, the Town Clerk shall certify such lien to the Weld County Treasurer, and the Costs shall be collected with real property taxes, as specifically authorized by the MMC.

- 5. <u>ASSIGNMENT</u>. The Town, its agents, successors, and assigns shall have the right and authority to assign any and all rights to use, and all obligations associated with, the Trail Easement as are granted to and accepted by the Town herein. In addition, the Town shall have the right and authority to grant temporary construction easements or license agreements for purposes authorized herein with respect to the operation and maintenance of the Improvements.
- 6. <u>AUTHORITY TO CONVEY.</u> The Grantor warrants, covenants, grants, bargains, and agrees to and with the Town that the Grantor is well seized of the Easement Parcel and has good, sure, perfect, absolute, and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell, and convey the same in manner and form as aforesaid, and that the same is free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances, and restrictions of whatever kind or nature, except matters of record. The Grantor further promises and agrees to forever defend the Town in its quiet and peaceful possession of the Easement Parcel in the exercise of its rights hereunder against all and every person lawfully claiming or seeking to claim the whole or any part thereof.
- 7. <u>BENEFITS AND BURDENS.</u> The benefits and burdens of this Trail Easement shall be binding upon and shall inure to the benefit of the Grantor and the Town, and their respective successors and assigns. This Trail Easement and the rights and obligations created hereunder shall run with the land.
- 8. <u>NOTICES</u>. All notices pertaining to this Agreement shall be in writing and shall be personally delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested, to the Parties at the addresses given below or at such other address that may be specified by written notice:

If to Grantor:	Kiteley Farms, LLLP			
If to Town:	Town of Mead			
	441 Third Street			
	P.O. Box 626			
	Mead CO 80542			

With a copy to: Town of Mead

Town Attorney

c/o Michow Guckenberger & McAskin LLP

5299 DTC Boulevard, Suite 300 Greenwood Village, CO 80111

- 9. <u>GOVERNING LAW</u>. The terms, covenants and provisions hereof shall be governed by and construed under the applicable laws of the State of Colorado.
- 10. <u>SEVERABILITY</u>. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby; and in lieu of each such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and which shall be legal, valid and enforceable.
- 11. <u>RECORDATION</u>. This Agreement shall be recorded in the offices of the County Clerk and Recorder for Weld County, Colorado.
- 12. <u>AMENDMENTS</u>. Any modification, amendment or termination of this Agreement shall become effective only upon the mutual execution by Grantor and the Town of a written instrument. Any written modification, amendment or termination of this Agreement shall be recorded in the offices of the County Clerk and Recorder for Weld County, Colorado.
- 13. <u>COUNTERPARTS</u>. This Agreement may be executed in counterparts, each of which will be an original, but all of which together shall constitute one and the same instrument.
- 14. <u>SECTION HEADINGS</u>. Any section headings contained herein are included for reference purposes only.
- 15. NO WAIVER OF 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, or otherwise available to the Town and its officers or employees.
- 16. <u>POLICE POWERS RESERVED</u>. Nothing in this Agreement waives or is intended to waive the Town's authority to exercise its police powers.

[SIGNATURE PAGE(S) FOLLOW.]

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date set forth below.

	GRANTOR: KITELEY FARMS, LLLP, a Colorado limited
	liability limited partnership
	By:
	Name:
	Title:
STATE OF COLORADO	)
	) ss.
COUNTY OF	_ )
The foregoing Trail Easement Agreemen	nt was acknowledged before me this day of
, 2024, by	, as of Kiteley
Farms, LLLP, a Colorado limited liability	limited partnership.
	Witness my hand and official seal.
	My commission expires:
[SEAL]	
	Notary Public

[Grantor signature page.]

Accepted and approved by the TOWN OF MEAD, COLORADO, as grantee:					
Colleen G. Whitlow, Mayor					
ATTEST:					
Mary E. Strutt, MMC, Town Clerk					

[Grantee signature page.]

# **EXHIBIT A**

[Four pages attached.]

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO

SHEET 1 OF 4

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 21. TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 21 TO BEAR NORTH 0018'27" WEST, A DISTANCE OF 2652.10 FEET BETWEEN A FOUND 1" PIPE WITH 2" BRASS CAP "S.E. SEC. 20 T3N R68W 6TH P.M. 1995 A. MICHAEL HASCALL LS 23500" IN CONCRETE MONUMENT BOX AT THE SOUTHWEST CORNER OF SECTION 21 AND A FOUND #6 REBAR WITH 2" ALUMINUM CAP "MICHAEL HASCALL T3S R68W 1/4 S20 S21 1994 PLS 23500" IN MONUMENT BOX AT THE WEST 1/4 CORNER OF SECTION 21, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 21;

THENCE ALONG SAID WEST LINE, NORTH 0018'27" WEST, A DISTANCE OF 1667.78 FEET: THENCE DEPARTING SAID WEST LINE, NORTH 89°41'33" EAST, A DISTANCE OF 50.00 FEET TO THE NORTHWEST CORNER OF LOT 1, GOPHER GULCH RV PARK ADMINISTRATIVE PLAT AS DESCRIBED IN THE RECORDS OF WELD COUNTY ON NOVEMBER 19, 2021, AT RECEPTION NO. 4778076.

THENCE ALONG THE NORTHERLY LINE OF SAID LOT 1 THE FOLLOWING TWO (2) COURSES:

- SOUTH 45°47'38" EAST, A DISTANCE OF 313.12 FEET;
- THENCE SOUTH 43°50'09" EAST, A DISTANCE OF 578.00 FEET, TO THE POINT OF **BEGINNING**;

THENCE DEPARTING SAID NORTH LINE, 52.08 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 309.00 FEET, AN INCLUDED ANGLE OF 09°39'27", AND SUBTENDED BY A CHORD BEARING SOUTH 49°33'04" EAST, A DISTANCE OF 52.02 FEET; THENCE SOUTH 44°43'20" EAST, A DISTANCE OF 42.94 FEET TO A POINT OF CURVATURE; THENCE 136.58 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 3272.12 FEET, AN INCLUDED ANGLE OF 02°23'29", AND SUBTENDED BY A CHORD BEARING SOUTH 43°31'35" EAST, A DISTANCE OF 136.57 FEET;

THENCE SOUTH 42'19'50" EAST, A DISTANCE OF 75.50 FEET;

THENCE SOUTH 41°50'50" EAST, DISTANCE OF 37.70 FEET TO A POINT OF CURVATURE;



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JOB NUMBER: 19-73,270 (G) DRAWN BY: E. PRESCOTT DATE: DECEMBER 4, 2023

Flatirons, Inc. Land Surveying Services

655 FOURTH AVE LONGMONT, CO 80501 PH: (303) 776-1733

FAX: (303) 776-4355

www.FlatironsInc.com

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO

SHEET 2 OF 4

THENCE 15.00 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 125.00 FEET, AN INCLUDED ANGLE OF 06°52'38", AND SUBTENDED BY A CHORD BEARING SOUTH 38°24'31" EAST, A DISTANCE OF 14.99 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 1;

THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING TWO (2) COURSES:

- 1. SOUTH 89°05'03" WEST, A DISTANCE OF 0.54 FEET;
- 2. THENCE NORTH 43°50'09" WEST, A DISTANCE OF 358.97 FEET, MORE OR LESS TO THE POINT OF BEGINNING..

SAID PARCEL CONTAINING 1,644 Sq. Ft. OR 0.04 ACRES, MORE OR LESS.

I, JAMES Z. GOWAN, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE, ARE ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND ARE NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED. SAID PARCEL DESCRIPTION AND EXHIBIT WERE PREPARED AT THE REQUEST OF THE CLIENT AND ARE NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.

JAMES Z. GOWAN COLORADO P.L.S. #29038 VICE PRESIDENT, FLATIRONS, INC.

JOB NUMBER: 19-73,270 (G) DRAWN BY: E. PRESCOTT DATE: DECEMBER 6, 2023

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

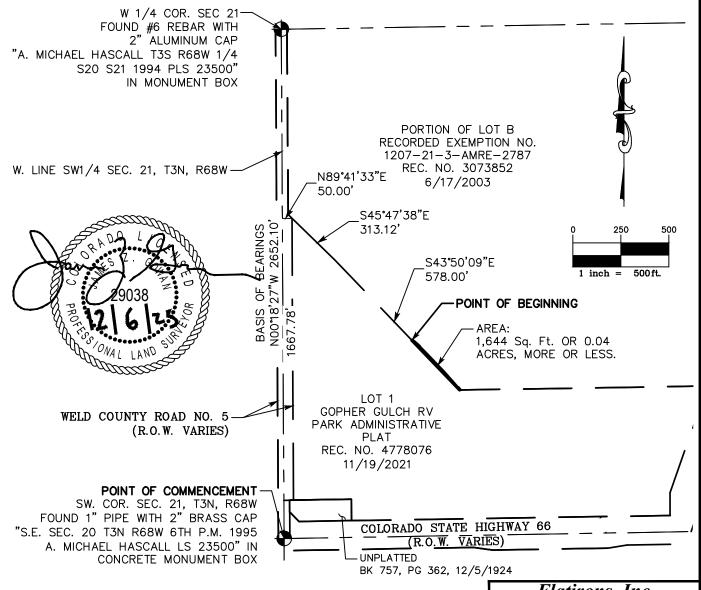
# Flatirons, Inc. Land Surveying Services 655 FOURTH AVE LONGMONT, CO 80501 PH: (303) 776–1733 FAX: (303) 776–4355

www.FlatironsInc.com

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO

SHEET 3 OF 4

#### **BASIS OF BEARINGS**



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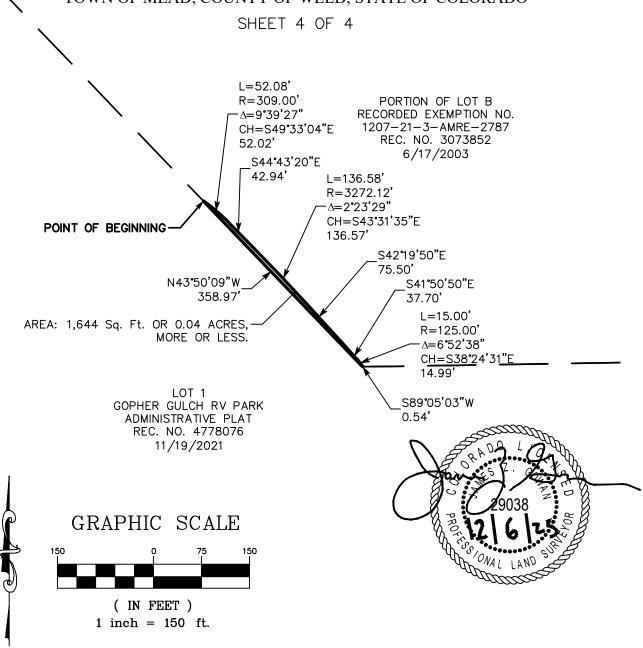
Flatirons, Inc. Land Surveying Services

655 FOURTH AVE LONGMONT, CO 805

LONGMONT, CO 80501 PH: (303) 776-1733 FAX: (303) 776-4355

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TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO



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# Flatirons, Inc.

Land Surveying Services



655 FOURTH AVE LONGMONT, CO 80501 PH: (303) 776-1733 FAX: (303) 776-4355

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# **Agenda Item Summary**

MEETING DATE: April 29, 2024

SUBJECT: **Resolution No. 39-R-2024** – A Resolution of the Town of Mead, Colorado,

Approving a Contract Extension Agreement Between the Town and Martin

Marietta Materials, Inc. for Calendar Year 2024

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

#### **SUMMARY**

In April of 2023, the Town published a bid for asphalt street patching and paving as part of the annual street maintenance project. Six bids were received, and the contract was awarded to Martin Marietta Materials, Inc., a North Carolina corporation ("Martin Marietta"). The Town and Martin Marietta entered into that certain Construction Agreement dated May 9, 2023 for work to be completed in calendar year 2023 (the "2023 Agreement"). In Section 3.00 of the 2023 Agreement, the Town reserved the right to enter into additional construction agreements for work to be performed by Martin Marietta in each of calendar years 2024, 2025, 2026 and 2027.

The Town and Martin Marietta now wish to enter into that certain Construction Agreement – 2024 Extension Agreement (the "2024 Extension Agreement") to extend the 2023 Agreement for calendar year 2024 and establish a not-to-exceed amount of \$2,271,826.25 for the asphalt-related work to be performed by Martin Marietta in 2024 (the "2024 NTE Amount"). The 2024 Extension Agreement incorporates new/updated pricing that Martin Marietta provided to the Town. The 2024 NTE Amount represents an approximate 1.52% increase over the NTE Amount set forth in the 2023 Agreement.

This work consists of removal and replacement of asphalt pavement by milling or excavation, removal and replacement of culverts, subgrade stabilization and preparation, adjustment of manholes and valves, and minor ditch regrading and associated traffic and erosion control with Town rights of way or on Town property. Martin Marietta has been performing these services satisfactorily to date, and is familiar with the Town standards and specifications.

Resolution 39-R-2024 (the "Resolution"): (a) approves the 2024 Extension Agreement; (b) authorizes the Town Attorney, in cooperation with the Town Manager, to make non-material changes to the 2024 Extension Agreement as may be necessary that do not increase the Town's obligations; and (c) authorizes the Mayor to execute the 2024 Extension Agreement when in final form.

#### FINANCIAL CONSIDERATIONS

This contract is for \$2,271,826.25. The approved 2024 annual budget provided \$2,300,000. in the Street Improvement Fund for this contract.

04-44-5250 Asphalt/Street Patching – Streets \$2,300,000.

227 Ltom :

# STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the April 29, 2024, consent agenda will approve the Resolution. If this item is pulled off the consent for further discussion or questions, Staff recommends the following motion:

# Suggested Motion:

"I move to adopt Resolution No. 39-R-2024, A Resolution of the Town of Mead, Colorado, Approving a Contract Extension Agreement Between the Town and Martin Marietta Materials, Inc. for Calendar Year 2024."

#### **ATTACHMENTS**

Resolution No. 39-R-2024 Martin Marietta 2024 Extension Agreement Exhibit A to Agreement (2024 pricing)

# TOWN OF MEAD, COLORADO RESOLUTION NO. 39-R-2024

# A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING A CONTRACT EXTENSION AGREEMENT BETWEEN THE TOWN AND MARTIN MARIETTA MATERIALS, INC. FOR CALENDAR YEAR 2024

**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 and Martin Marietta Materials, Inc., a North Carolina corporation ("Contractor"), previously entered into that certain Construction Agreement dated May 1, 2023 (the "2023 Agreement") for asphalt street patching and paving; and
- **WHEREAS**, the Town reserved the right, as set forth in Section 3.00 of the 2023 Agreement, to enter into additional construction agreements for work to be performed by Contractor in each of calendar years 2024, 2025, 2026 and 2027; and
- WHEREAS, the Town and Contractor wish to enter into a Construction Agreement 2024 Extension Agreement ("2024 Extension Agreement") to extend the term of the 2023 Agreement for the 2024 calendar year and to establish a not to exceed amount of Two Million Two Hundred Seventy-One Thousand Eight Hundred Twenty-Six and 25/100 Dollars (\$2,271,826.25) for work to be completed by Contractor for the Town in calendar year 2024; and
- **WHEREAS**, the Board of Trustees desires to approve the 2024 Extension Agreement with Contractor in substantially the form attached to this Resolution as **Exhibit 1**; and
- **WHEREAS**, the Board of Trustees further desires to delegate authority to the Mayor to execute the Agreement on behalf of the Town of Mead once in final form.
- **NOW THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Town of Mead, Weld County, Colorado, that:
- **Section 1.** The Board of Trustees hereby: (a) approves the 2024 Extension Agreement in substantially the same form as is attached hereto as **Exhibit 1** and incorporated herein; (b) authorizes the Town Attorney, in cooperation with the Town Manager, to make non-material changes to the 2024 Extension Agreement as may be necessary that do not increase the Town's obligations; and (c) authorizes the Mayor to execute the 2024 Extension Agreement when in final form.
- **Section 2. Effective Date.** This resolution shall become effective immediately upon adoption.
- **Section 3. Certification.** The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

# INTRODUCED, READ, PASSED, AND ADOPTED THIS $29^{\text{th}}$ DAY OF APRIL, 2024.

ATTEST:	TOWN OF MEAD:
By:	Ву:
Mary E. Strutt, MMC, Town Clerk	Colleen G. Whitlow, Mayor

# Exhibit 1

2024 Extension Agreement

[Attached.]

# SECTION 00501 TOWN OF MEAD, COLORADO CONSTRUCTION AGREEMENT

Project Number: IFB 2023-002, Asphalt Patching Project ("Project")

### [2024 Extension Agreement]

This CONSTRUCTION AGREEMENT – 2024 Extension Agreement ("Agreement") is made and entered into by and between the TOWN OF MEAD, COLORADO, a municipal corporation of the State of Colorado, with offices at 441 Third Street, Mead, Colorado 80542 (the "**Town**" or "**Owner**"), and Martin Marietta Materials, Inc., a North Carolina corporation, whose address is 4123 Parklake Ave., Raleigh, NC 27612 (the "**Contractor**").

# **RECITALS**

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

WHEREAS, the Town previously entered into that certain Construction Agreement with Contractor dated May 1, 2023 (the "2023 Agreement"); and

WHEREAS, the Town reserved the right, as set forth in Section 3.00 of the 2023 Agreement, to enter into additional construction agreements for work to be performed by Contractor in each of calendar years 2024, 2025, 2026 and 2027 (each, an "Extension Agreement"), conditioned on each Extension Agreement being subject to substantially the same terms and conditions contained in the 2023 Agreement and the renewal prices being determined in accordance with Section 5.00(c) of the 2023 Agreement; and

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

#### THE PARTIES AGREE AS FOLLOWS:

- 1.00 SCOPE OF WORK: The Contractor will furnish all tools, equipment, machinery, materials, supplies, superintendence, insurance, transportation, other construction accessories, and services specified or required to be incorporated in and form a permanent part of the construction and completion of the work proposed to be done under this Agreement ("Work" or "Scope of Work"). In addition, the Contractor shall provide and perform all necessary labor in a first-class and workmanlike manner and in accordance with the conditions and prices stated in the Bid Proposal and the requirements, stipulations, provisions, and conditions of the Contract Documents. The Contractor shall further perform, execute, construct, and complete all things mentioned to be done by the Contractor and all work covered by the Owner's official award of this contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's bid, or part thereof.
- **2.00 THE CONTRACT DOCUMENTS:** This Agreement incorporates all the Contract Documents, which together represent the entire and integrated agreement between the parties hereto and supersede prior negotiations, written or oral representations, and agreements. The Contract Documents consist of this Construction Agreement, which Agreement also incorporates by this reference all of the instruments set forth in the Contract Documents as fully as if they were set forth in this Agreement in full. The Contract Documents consist of, without limitation, the following documents:
  - 1. Invitation for Bid or Request for Proposals and Instructions to Bidders
  - 2. Contractor's Bid Form (with Unit Pricing as indicated), which is **Exhibit A** to this Agreement
  - 3. This Construction Agreement and any addendums, exhibits or attachments to this Agreement
  - 4. Performance and Payment Bond

Mead Construction Agreement (Martin Marietta Materials, Inc.) Project No. IFB 2023-002, Asphalt Patching Project Page **1** of **12** Eff. 4/24/20

5.	Bid Proposal
	Notice of Award
	Notice to Proceed
8.	Bid Bond (Minimum 10% equivalent of the Bid Proposal price or as otherwise set forth in the Bid Bond form
	provided as part of the Bid Pack)
	General Conditions
10.	The following documents if the box is checked:  Special Provisions
	☐ Design Documents, including all Drawings and Plans
	Project Specifications
	Addendums to Specifications and Standards
	The following manual of construction design standards and specifications:
	<ul> <li>Town of Mead "Design Standards and Construction Specifications"</li> </ul>
	<ul> <li>Colorado Department of Transportation "Standard Specifications for Road and Bridge</li> </ul>
	Construction"
commence	□ Change Orders, Field Orders or other similar revisions properly authorized after the execution of this Agreement □ Others:  1. TIME AND COMMENCEMENT OF COMPLETION: RENEWAL OPTION: This Agreement shall as of the date the Agreement is fully executed by both parties and shall continue through December 31, 2024,
construction Agreement' and at the re the Town's terms and ca approval by 2026 or 202	Scope of Work is completed. Consistent with the IFB, the Town reserves the right to enter into additional agreements for work to be performed in each of calendar year 2025, 2026 and 2027 (each, an "Extension"). Any Extension Agreement shall be subject to substantially the same terms and conditions contained herein enewal prices indicated in Section 5.00(c) of this Agreement below. Exercise of any renewal option shall be at sole discretion and shall be conditioned, at a minimum, on the Contractor's satisfactory performance of the onditions of this Agreement, the appropriation of funds by the Town for any Extension Agreement, and the Town's Board of Trustees (if necessary). The Town, if it desires to exercise its renewal option for 2025, will provide written notice to the Contractor no later than sixty (60) days prior to the date on which the est to obtain final proposed pricing for the Extension Agreement.
the essence time frame,	<b>LIQUIDATED DAMAGES:</b> All time limits stated in this Agreement and the Contract Documents are of of the Agreement. The Town and Contractor recognize the completion of the work as shown in the contractual or as extended, is important to the ongoing operations of the Town and its citizens. They also recognize that
	ude expenses to the Town for extended manpower commitments, outside consultant commitments, and other legal fees to extend the project beyond the expected time period.
liqu	If this box is checked, in lieu of requiring any such proof and backup for such expenses, Contractor agrees that hidded damages (not penalties) may be assessed by the Owner in the sum of \$2,500.00 per day for each day or the contract time frame expires.

**CONTRACT SUM AND PAYMENT:** The Owner shall pay to the Contractor for performance of the Work encompassed by this Agreement, and the Contractor will accept as full compensation therefore the sum of TWO MILLION TWO HUNDRED SEVENTY-ONE THOUSAND EIGHT HUNDRED TWENTY-SIX AND 25/100

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

Mead Construction Agreement (Martin Marietta Materials, Inc.) Project No. IFB 2023-002, Asphalt Patching Project

\$\_\_\_\_\_\_, **.00** if the work is not completed by \_\_\_\_\_\_, 20\_\_.

Page 2 of 12 Eff. 4/24/20 **DOLLARS** (\$2,271,826.25) subject to adjustment as provided by the Contract Documents ("Contract Price"). The Town has appropriated sufficient funds for completion of this Work.

- a. Monthly, partial, progress payments shall be made by the Town to the Contractor for the percentage of the Work completed, subject to inspection by Town staff to verify percentage of completion. The Town alone shall determine when work has been completed and progress payments shall not constitute a waiver of the right of the Town to require the fulfillment of all terms of this Agreement and the delivery of all improvements embraced in this Agreement in a complete and satisfactory manner to the Town in all details. The Town, before making any payment, may require the Contractor to furnish releases or receipts from any or all persons performing work under this Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the Town's interest. The Town, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.
- b. By the 1st day of each month, Contractor shall submit to the Town for review and approval, an application for payment fully completed and signed by Contractor covering the work completed through the last day of the prior month and accompanied by such supporting documentation as is required by these Contract Documents, including without limitation, time sheets, invoices, receipts, bills of lading, and all other documents the Town may require. Materials on hand but not complete in place may or may not be included for payment at the discretion of the Town. Each subsequent application for payment shall include an affidavit of Contractor providing that all previous progress payments received on account of the work have been applied to discharge in full all of Contractor's obligations reflected in prior applications for payment. Notwithstanding the progress payments, it is the intent and purpose of the Town to withhold at least five percent (5%) of payments to Contractor for any contract exceeding One Hundred Fifty Thousand Dollars (\$150,000.00) in accordance with Article 91, Title 24, C.R.S.
- c. Extension Agreement pricing: The Contractor may propose price increases to be applicable for any Extension Agreement term by written notice to the Town. Price increases are to be on a pass-through basis only and must not produce a higher profit margin for Contractor than that established by this Agreement. Requests must include supporting documentation such as price increases at the manufacturer's level and/or other documentation of cost increases. Consideration of price increases will be at the sole discretion of the Town. If a price increase is approved in part or in full, the resulting new pricing will be implemented through approval of an Extension Agreement. The Town may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the Contractor's written justification in the amount not to exceed the increase in the Colorado Construction Cost (CCI) Index, Colorado area, published by the Colorado Department of Transportation during the proceeding one year term. Nothing in this Agreement shall obligate the Town to approve any Extension Agreement. Exercise of any renewal option shall be at the Town's sole discretion, consistent with Section 3.00 above.
- **6.00 ACCEPTANCE AND FINAL PAYMENT**: Final payment may be requested by the Contractor upon completion and acceptance, by the Town, of all work as set forth in the Contract Documents. The total amount of final payment shall consist of the Contract Price, as adjusted in accordance with approved change orders, if applicable, less all previous payments to the Contractor. If the contract price exceeds one hundred fifty thousand dollars (\$150,000), the Town may make the final payment to the Contractor only after the Town has published notice of such final payment in accordance with C.R.S. § 24-91-103.
- **7.00 ADDITIONAL WORK:** Should work beyond that described in the Contract Documents be required, it will be paid for as extra work at a cost to be agreed upon in separate written agreement by the Town and the Contractor prior to commencement of the additional work. Such additional agreements shall be executed and approved by all persons required by Town purchasing ordinances or policies. Unless specifically excluded, such written agreements shall be

Mead Construction Agreement (Martin Marietta Materials, Inc.) Project No. IFB 2023-002, Asphalt Patching Project Page **3** of **12** Eff. 4/24/20 considered part of the Contract Documents.

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

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

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

- a. Worker's Compensation in accordance with the Worker's Compensation Act of the State of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract.
- b. Comprehensive General liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) per each occurrence, AND TWO MILLION DOLLARS (\$2,000,000) aggregate, plus an additional amount sufficient to pay related attorneys' fees and defense costs. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.
- c. Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) per each occurrence, plus an additional amount sufficient to pay related attorneys' fees and defense costs, with respect to each of the Contractor's owned, hired or non owned vehicles assigned to or used in performance of this contract.
- d. Builder's Risk insurance with minimum limits of not less than the insurable value of the work to be performed under this contract at completion less the value of the materials and equipment insured under installation floater insurance. The policy shall be written in completed value form and shall protect the Contractor and the Town against risks of damage to buildings, structures, and materials and equipment not otherwise covered under Installation Floater insurance, from the perils of fire and lightning, the perils included in the standard coverage endorsement, and the perils of vandalism and malicious mischief.

Mead Construction Agreement (Martin Marietta Materials, Inc.) Project No. IFB 2023-002, Asphalt Patching Project Page **4** of **12** Eff. 4/24/20 Equipment such as pumps, engine-generators, compressors, motors, switch-gear, transformers, panel-boards, control equipment, and other similar equipment shall be insured under Installation Floater insurance when the aggregate value of the equipment exceeds \$10,000. The policy shall provide for losses to be payable to the Contractor and the Town as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the Contractor or the Town.

е.	☐ If this box is checked, Professional Liability/Errors and Omission in an amount not less than
	MILLION DOLLARS (\$,000,000).

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

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

10.00 BONDS: Contractor shall furnish a performance bond, payment bond, and warranty bond in an amount determined by the Town, but in any event at least equal to the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents, including but not limited to the guaranty period. These bonds shall remain in effect at least until one year after the date of final payment. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Colorado and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570, amended, by the Audit Staff, Bureau of Account, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in Colorado is terminated, or it ceases to meet the requirements of clauses (i) and (ii) of this section, Contractor shall, within five (5) days thereafter, substitute another bond and surety, both of which shall be acceptable to the Town.

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

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

Mead Construction Agreement (Martin Marietta Materials, Inc.) Project No. IFB 2023-002, Asphalt Patching Project Page **5** of **12** Eff. 4/24/20 employee, representative, agent, subcontractor, or other person acting under Contractor's direction or control, as determined pursuant to C.R.S. § 13-50.5-102(8)(c).

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

#### 14.00 EVENTS OF AND TERMINATION FOR DEFAULT:

- (1) The Town may serve written notice upon the Contractor of its intention to terminate this Agreement in the presence of one of the following events of default:
  - a. Contractor fails to initiate the Scope of Work at the agreed upon time;
  - b. The Contractor unnecessarily or unreasonably delays the performance of the Scope of Work;
  - c. The Contractor does not complete the Scope of Work within the time specified or within the time to which completion of the Scope of Work has been extended;
  - d. Contractor fails to make prompt payments for labor, materials or to subcontractors;
  - e. Contractor willfully violates this Agreement or disregards laws, ordinances or instructions of the Town;
  - f. Contractor abandons performance of the Scope of Work;
  - g. The Contractor assigns, transfers or sublets this Agreement or any part thereof without Town approval;
  - h. Contractor becomes insolvent or adjudged bankrupt; or
  - i. Contractor refuses to remove materials or perform any work within the Scope of Work that has been rejected as defective or unsuitable.
- (2) Such written notice shall contain the reasons for the intention to terminate this Agreement and provide a five (5) business day period during which the Contractor may cure the event of default. A failure to timely cure the event of default shall authorize the Town to immediately terminate this Agreement and take whatever steps it deems necessary to complete the Scope of Work, if so desired by the Town in its sole discretion. The costs and charges incurred by the Town, together with the costs of completion of the Scope of Work shall be deducted from any monies owed to Contractor. If the expense incurred by the Town is greater than the sums payable under this Agreement, the Contractor shall pay the Town, within sixty (60) days of demand therefor the amount of such excess cost suffered by the Town.

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

Mead Construction Agreement (Martin Marietta Materials, Inc.) Project No. IFB 2023-002, Asphalt Patching Project Page **6** of **12** Eff. 4/24/20 The Town will not include the Contractor as an insured under any policy the Town has for itself. The Town shall not be obligated to secure nor provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, sub-consultants, subcontractors, agents, or representatives, including but not limited to coverage or benefits related to: local, state, or federal income or other tax contributions, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension or retirement account contributions, profit sharing, professional liability insurance, or errors and omissions insurance. The following disclosure is provided in accordance with Colorado law:

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

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

- 16.00 GOVERNING LAW AND VENUE: Venue for any and all legal matters regarding or arising out of the transactions covered herein shall be solely in the District Court in and for Weld County, State of Colorado. This transaction shall be governed by the laws of the State of Colorado.
- **17.00 ASSIGNMENT:** The Contractor shall not assign any of his rights or obligations under this Agreement without the prior written consent of the Town. Upon any assignment, even though consented to by the Owner, the Contractor shall remain liable for the performance of the work under this agreement.
- **18.00 LAWFUL PERFORMANCE:** It is further agreed that no party to this Agreement will perform contrary to any state, federal, or county law, or any of the ordinances of the Town of Mead, Colorado.
- **19.00 INVALID SECTIONS:** Should any section of this Agreement be found to be invalid, it is agreed that all other sections shall remain in full force and effect as though severable from the invalid part.
- **20.00 NOTICE:** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by delivery of same in person to the addressee or by courier delivery via Federal Express or other nationally recognized overnight air courier service, by electronically-confirmed facsimile or email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

The Town: Town of Mead

Attn: Town Manager 441 Third Street, Mead, CO 80542

Email: hmigchelbrink@townofmead.org

With a copy to: Michow Guckenberger McAskin LLP

Attn: Mead Town Attorney 5299 DTC Boulevard, Suite 300 Greenwood Village, CO 80111 Email: marcus@mcm-legal.com

Mead Construction Agreement (Martin Marietta Materials, Inc.) Project No. IFB 2023-002, Asphalt Patching Project Page **7** of **12** Eff. 4/24/20 Contractor:

Martin Marietta Materials, Inc.

4123 Parklake Ave. Raleigh, NC 27612

With a copy to: Martin Marietta Materials, Inc.

Attn: Kenneth Ball, General Manager

1800 N. Taft Hill Rd. Fort Collins, CO 80521

Email: Kenneth.r.ball@martinmarietta.com

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

- **22.00 ATTORNEY'S FEES:** If the Contractor breaches this Agreement, then it shall pay the Town's reasonable costs and attorney's fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.
- **23.00 INTEGRATION AND AMENDMENT:** This Agreement constitutes the entire agreement between the parties, superseding all prior oral or written communications. This Agreement may only be modified or amended upon written agreement signed by the parties.
- **24.00 RIGHTS AND REMEDIES:** Any rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted.
- **25.00 BINDING EFFECT:** The parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this section shall not authorize assignment.
- **26.00 NO THIRD-PARTY BENEFICIARIES:** Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, subconsultant or subcontractor of Contractor. Absolutely no third-party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.
- **27.00 CONFLICT BETWEEN DOCUMENTS:** In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit. In the event of a conflict between any of the Contract Documents, the following order of precedence shall apply: (1) change orders, (2) this Agreement, as may be amended, (3) special provisions, (4) general conditions, (5) design standards and specifications, including any addenda, (6) design documents, and (7) any other Contract Documents, with the more specific or stricter provision controlling.
- **28.00 FORCE MAJEURE:** Neither the Contractor nor the Town shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods,

Mead Construction Agreement (Martin Marietta Materials, Inc.) Project No. IFB 2023-002, Asphalt Patching Project Page **8** of **12** Eff. 4/24/20 epidemics, pandemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

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

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

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

SIGNATURE PAGES FOLLOW

# IN WITNESS WHEREOF, the Parties have caused this Construction Agreement to be executed on the dates written below. TOWN OF MEAD: Board of Trustees (for contracts exceeding \$25,000) pursuant to Sec. 4-2-20 of the Mead Municipal Code) ATTEST: By:\_ By: Mary Strutt, Town Clerk, MMC Colleen G. Whitlow, Mayor OR Town Manager (for contracts \$25,000 or less pursuant to Sec. 4-2-20 of the Mead Municipal Code) By: Helen Migchelbrink, Town Manager Date of Execution:

[Contractor signature page follows]

# CONTRACTOR: MARTIN MARIETTA MATERIALS, INC., a North Carolina corporation By: \_\_\_\_\_\_ Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_ STATE OF \_\_\_\_\_\_) ss. The foregoing Construction Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_\_, 2024, by \_\_\_\_\_\_ as \_\_\_\_ of MARTIN MARIETTA MATERIALS, INC., a North Carolina corporation. Witness my hand and official seal. My commission expires: \_\_\_\_\_\_. Notary Public (Required for all contracts pursuant to C.R.S. § 8-40-202(2)(b)(IV))

# EXHIBIT A CONTRACTOR'S FORM OF BID

[See attached document]

Mead Construction Agreement (Martin Marietta Materials, Inc.) Project No. IFB 2023-002, Asphalt Patching Project

#### 2024 Asphalt Reconstruction-Patching Engineers Estimate

BID NUMBER	DESCRIPTION	UNIT	Willow Dr QUANTITY	Feather Ridge QUANTITY	CR32 QUANTITY	Margil Farms	TOTAL QUANTITY	UNIT PRICE	COST
202.01	Removal of Asphalt Mat by cold milling method (2-inch depth)	SY	-	-	-	-	-	\$20.00	\$0.00
202.02	Remove of Asphalt Mat by Cold milling method (4-inch depth)	SY	-	-	-	-	-	\$18.00	\$0.00
202.03	Remove of Asphalt Mat by Cold milling method (6-inch depth)	SY	9,819	17,197	1	-	27,016	\$5.50	\$148,588.00
202.04	Remove of Asphalt Mat by Cold milling method (8-inch depth)	SY	-	-	6,991	-	6,991	\$7.25	\$50,684.75
203.01	Excavation	CY	100	100	100	-	300	\$94.00	\$28,200.00
203.02	Barrow	TON	-	-	-	-		\$60.00	\$0.00
210.01	Adjust SS/SD Manhole cover to finished grade and constuct HMA collar	EA	-	16	-	-	16	\$750.00	\$12,000.00
210.02	Adjust Valve box cover to finished grade and construct HMA collar	EA	-	-	-	-	-	\$646.00	\$0.00
210.03	Adjust Valve box cover with new top section to finished grade and construct HMA collar	EA	-	26	-	-	26	\$645.00	\$16,770.00
304.01	Aggregate Base Course	TON	200	200	200	-	600	\$47.00	\$28,200.00
306.01	Prepare Existing Grade	SY	9,819	17,197	6,991	-	34,007	\$1.50	\$51,010.50
306.02	Regrade Existing Ditch	SY	-	-	-	-	-	\$15.00	\$0.00
403.01	Hot Mix Asphalt - Grading SX, 64-22	TON	3,446	6,036	-	-	9,482	\$97.00	\$919,754.00
403.02	Hot Mix Asphalt - Grading S, 64-22	TON	-	-	3,271	-	3,271	\$92.00	\$300,932.00
403.03	Hot Mix Asphalt -Patching Grading S, 64-22	TON	-	-	-	330	330	\$200.00	\$66,000.00
603.01	20-Inch x 30-Inch Reinforced Concrete Pipe Elliptical	LF	-	-	-	-	-	\$240.00	\$0.00
603.02	20-Inch x 30-Inch Reinforced Concrete End Section Pipe Elliptical	EA	-	-	-	-	-	\$2,300.00	\$0.00
630.01	Advance Warning Sequencing Arrow Panel	DAY	-	-	-	-	-	\$110.00	\$0.00
630.02	Variable Message Board	DAY	-	-	-	-	-	\$130.00	\$0.00
630.03	Traffic Control Flagging	DAY	15	15	11	16	57	\$840.00	\$47,880.00
630.04	Traffic Control Management	DAY	15	15	11	16	57	\$1,400.00	\$79,800.00
	Force Account	LS	-	-	-	1	1	\$20,000.00	\$20,000.00
	СТВ	CY	2,000	2,000	2,000	-	6,000	\$78.00	\$468,000.00
			-	-	-	-	-		\$0.00

TOTAL = \$2,237,819.25