



BOARD OF TRUSTEES

441 3rd Street, Mead
Monday, June 10, 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. 2024 Pavement Management

b. Police Update

[c.](#) Citizens' Initiative Marijuana

7. Proclamations

[a.](#) Flag Day June 14, 2024 and National Flag Week June 9-15, 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 May 28, 2024

[b.](#) May 2024 Aging Report

[c.](#) Check Register June 10, 2024

[d.](#) **Resolution No. 48-R-2024** – A Resolution of the Town of Mead, Colorado, Approving an Intergovernmental Agreement with the State of Colorado for the I-25/Weld County Road 38 Interchange Project - Design Phase, Project Number NHPP 0253-307 (26405)

- e. **Resolution No. 49-R-2024** – A Resolution of the Town of Mead, Colorado, Approving an Intergovernmental Agreement Between the Town of Mead and the Town of Berthoud Regarding Cost Sharing for Design Costs of Paving Weld County Road (WCR) 7
- f. **Resolution No. 50-R-2024** – A Resolution of the Town of Mead, Colorado, approving a Task Order for Wilson & Company, Inc., Engineers & Architects to Complete Topographic Survey, Design, and Construction Bid Services for the Weld County Road (WCR) 7 Improvement Project.

10. Public Hearing

a. **Public Hearing: AMK Annexation - Eligibility Hearing**

- i. **Resolution No. 51-R-2024** – A Resolution of the Town of Mead, Colorado, Setting Forth Certain Findings of Fact and Conclusions as to the Annexation of Certain Property Known as the AMK Annexation

b. **Public Hearing: AMK Annexation and Establishment of Initial Zoning**

- i. Continuance of Public Hearing on Annexation and Zoning to July 29, 2024

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

12. Elected Official Reports

- a. Town Trustees
- b. Mayor Whitlow
 - i. CML District 2 Meeting

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: June 10, 2024

SUBJECT: Town Manager Report

- The first Meet, Greet, and Eat with the Board of Trustees for the summer of 2024 is coming up June 25th at Founders Park. This is an opportunity to chat with the Board – food will be provided. Future dates are scheduled for July 30th at Margil Farms Park, and August 27th at Mead Town Park
- Coffee with the Mayor was held Saturday, June 1st, 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.
- Also on June 1st was the annual Fishing is Fun event held at Lorin Mead Park at Highland Lake. Participants learned about fish and fishing from the recreation team and from Colorado Parks and Wildlife representatives. Mead Area Chamber of Commerce served lunch.
- A Citizens' Initiative has been received by the Clerk's office to approve a ballot question for legalizing marijuana sales in the Town of Mead. The Town Clerk must approve the petition to form before the petition representatives may seek signatures. The petitioners must acquire signatures equal to 5% of the registered voters of Mead in order to put the measure on the November 5, 2024 ballot.
- Highlandlake Brewing Company brew pub application has been rescheduled from June 10th to June 24th as the applicant made changes to the proposed licensed premises.
- CDOT held a groundbreaking ceremony on Thursday, May 30th at 11:00 a.m. at the Berthoud exit off I-25 to commemorate the beginning of the Segment 5 I-25 Construction Project. Please see the attached flyer for information on Segment 5 improvements.
- The Colorado Municipal League annual conference is scheduled for June 18th-June 21st at the Embassy suites in Loveland. Several staff and Board members will attend the educational seminars.
- The fall Mead Police Citizens' Academy will be held every Wednesday from September 11th to October 16th, from 6:30 p.m. to 9:00 p.m. Applications are now being accepted. Last year's Academy was very well received. This is an opportunity for citizens to learn about and interact with the Mead Police Department. More information about the Academy can be found on the town's website: <https://www.townofmead.org/police/page/citizens-police-academy>
- A groundbreaking ceremony to kick off construction of the Community Center is scheduled for June 24th at 5:30 p.m. on site. The project has a completion date of early 2025.
- The Town of Mead's annual town-wide garage sale is on Saturday, June 22. Garage sale registration forms must be received by June 14th. <https://www.townofmead.org/communications/page/2024-town-wide-garage-sale>
- Mead Spring Clean-Up Days wrapped up on May 18th. The Town issued 297 vouchers, and 205 were redeemed at Front Range Landfill. Staff will present an event recap on June 24th.
- Due to scheduling, the June Municipal Court arraignment was held on June 6th with 32 cases on the docket. A larger docket is anticipated for July due to the longer period between court dates. The start time will be 5:00 p.m. One trial is scheduled for June 10th.
- Mead Motorheads held their 20th anniversary annual car show on May 27th. Attached is a letter thanking Mead for its support.
- The Town of Mead offices will be closed on Wednesday June 19th for the Juneteenth holiday. Juneteenth was recognized as a federal holiday in 2021 as a celebration of freedom and a reminder of the ongoing journey for racial equality and justice. Police and emergency services will be available.
- Current road closures due to construction can be found on the town's website:

<https://www.townofmead.org/engineering/page/street-maintenanceroad-closures>.

- Key projects update:
 - 3rd and Welker Intersection – All real estate transactions have been finalized, and the project has been presented to CDOT for final clearances. United Power is expected to begin undergrounding overhead lines in the area in mid-June. This utility work is expected to last approximately one month.
 - Community Center – A pre-construction meeting was held with the general contractor on June 4th. The contractor will start mobilizing to the site on June 17th. They will be installing a temporary construction trailer and fencing around the site.
 - SH66 Pedestrian Crossing – Staff are reviewing comments from the affected ditch companies on the draft crossing agreements.
- YTD totals for new single family home permits:
 - 2024 YTD: 46 SF Permits, 41 Certificates of Occupancy
- Boards and Commissions
 - The June Planning Commission meeting has been rescheduled to June 26th, due to the Juneteenth holiday. At this public hearing, the Commission will consider renewable energy regulations.
 - Staff is preparing a recommendation to the Board of Trustees for the Planning Commission Alternate position.
- Human Resources
 - The Town is advertising open positions using NeoGov recruiting platform:
<https://www.governmentjobs.com/careers/townofmead>
 - Open full-time positions include Maintenance Worker, Police Officer and Business and Marketing Specialist

Community Development

- The Welker Farm PUD comments were reviewed with the applicant team on May 30th.
- The RFP for the Land Use Code Revision was posted on May 10th with a closing date of June 14th. This effort will include drafting new Land Use Codes and completing public outreach.
- Staff is drafting proposed renewable energy regulations which are scheduled to be presented to the Board in late July.

Public Works and Engineering

- The annual pavement marking contract is out for bid and will close June 14th.
- The flowerpots have been planted for spring and placed in the Downtown area and at various Town facilities.
- The annual concrete removal and repair project has been completed in Feather Ridge and is moving to the Margil area.
- Staff supported the Memorial Day car show and Fishing is Fun event.

Community Engagement

- Youth summer baseball games begin June 15th. Games will be played in Berthoud.
- The Town of Mead has partnered with the Colorado Rockies to bring the Mead youth baseball players to Coors Field. Players will participate in a parade around Coors Field prior to the game with other youth leagues in the state of Colorado and attend a Colorado Rockies game at a discounted price.

- The first Rockin' N Reelin' Music event is on June 14th. It will feature Ronnie Raygun and the Big 80's, Southern Twist Food Truck, Tommyboy Mini Donuts (the first 100 guests will receive free donuts), and Short D's.
- The Built for Mead digital and podcast iHeart Media Campaign has been finalized and will start advertising in June through August. Analytics will be reviewed, and changes made as needed to reach the desired audience throughout the summer.
- Community Day vendor booth registration is now open. Vendors are encouraged to register early; limited space is available. The cost is \$40 for businesses and \$15 for non-profit groups. Register at: <https://secure.rec1.com/CO/mead-co/catalog>

Police Department

- Chief Newbanks attended the Colorado Association of Chief's of Police Conference where they discuss current trends, share ideas, test new technology, and meet other police leaders.
- Five officers received hands-on training and spent time interacting with adults with Intellectual and Developmental Disabilities (IDD).
- With summer school in full swing, Mead's SROs are splitting their time between working patrol and working at the schools.
- Interviews for the open police officer position were successful and provided several options for moving to the next step in the hiring process.
- Officers continue to be present at community events such as Fishing is Fun and the Summer Block Party. The new squad car on display at the Mead Motorheads car show was a big hit.
- The Co-Responder vacancy at North Range Behavioral has been filled. Amy Homyak has started, been trained, and is responding to calls in Mead.
- The monthly report for May is attached.

I-25 North Express Lanes, Mead to Berthoud – Tying it all together



What is the I-25 North Express Lanes Project, Mead to Berthoud?

This project on the I-25 North corridor is a continuation of the approximately 20 miles of improvements that have been completed on I-25 between Berthoud to Fort Collins over the past six years. This approximately 6-mile project will expand and enhance I-25, from Colorado Highway 66 in Mead and connect to the newly built portion of I-25 just south of CO 56 in Berthoud. Once complete in 2028, this project will complete a major missing puzzle piece on I-25 and will be the first time there will be more than two lanes of I-25 from Denver to Fort Collins in both directions.



Weld County Road 34 and I-25

This project will:



Reduce congestion, vehicle accidents, fatalities and greenhouse gas emissions



Improve trip reliability and freight efficiency

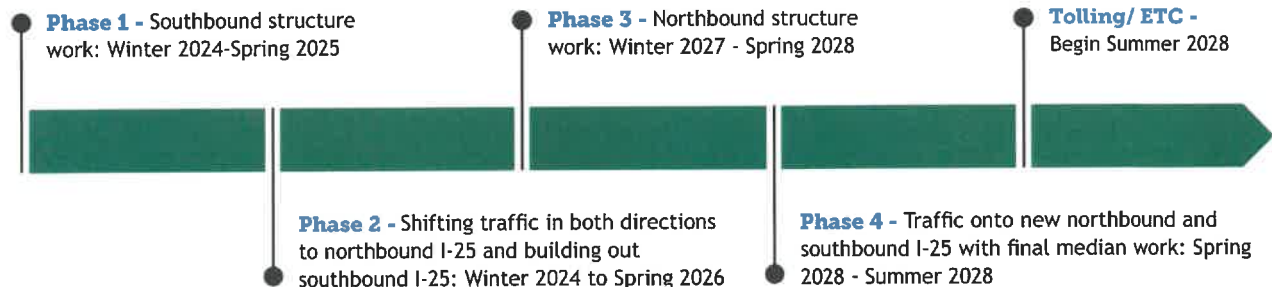


Increase user choice by adding an Express Lane in both directions



Improve aging infrastructure

Construction Schedule

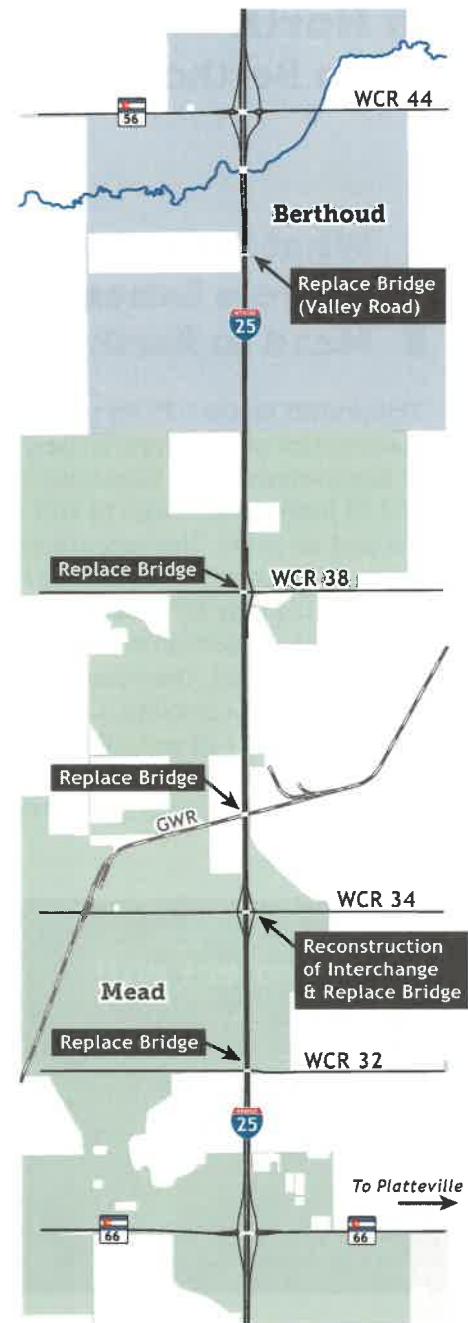


Specific corridor improvements include:

- ✓ Widen the inside roadway shoulder to 10 feet and the outside roadway shoulder to 12 feet.
- ✓ Fully reconstruct the I-25 and Weld County Road 34 interchange.
- ✓ Fully reconstruct bridges along this section of I-25, including:
 - Weld County Road 32
 - Weld County Road 34
 - I-25 over Great Western Railway
 - Weld County Road 38
 - I-25 over Valley Road
- ✓ Reconstruct I-25 to add one 12-foot Express Lane in each direction from CO 66 to just south of CO 56 with a 4-foot painted buffer separating the tolled Express Lane from the general purpose travel lanes.
- ✓ Install and integrate tolling and Intelligent Transportation Systems equipment.

Construction began in May of 2024 and will be complete by mid-2028. Ralph L. Wadsworth & SEMA Construction are the construction managers for construction of this project.

During construction, two lanes of traffic on I-25 will be maintained in each direction during peak travel times, but drivers can expect overnight lane closures in the area. In addition, lane and shoulder widths will be minimized. The speed limit will be reduced. Please pay attention and follow posted speed limit signs.



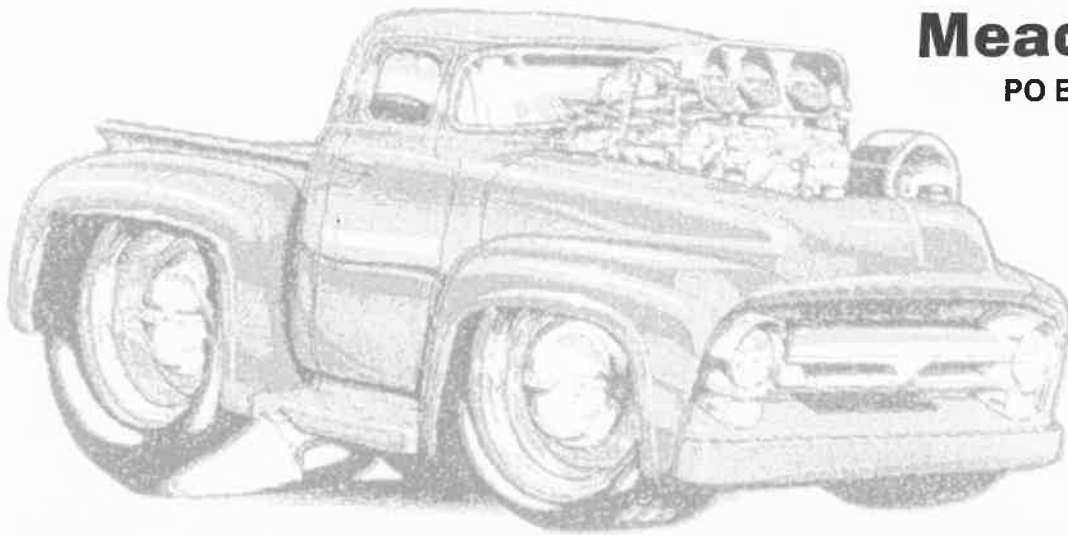
I-25 North Express Lanes Project Contact Information

Project phone line: (720) 593-1996

Project email: Northi25ExpressLanes@gmail.com

Project website: codot.gov/projects/northi25

Sign up for weekly project updates on the project website by clicking the "Stay Informed" box on the upper, right side of the page.



Mead Motorheads

PO Box 187 • Mead, CO 80542

5-28-24

To our major and trophy sponsors for 2024,

Thank you for helping us with the biggest show ever!

That's right- in 2024 we got 150 cars and trucks around the Mead Park and had a jammin' time with DJ Ted MacArthur pouring out tunes while hundreds of visitors looked over that vast assembly of metal art. Ford's and Chevy's, Dodges, Pontiacs, Buicks, Mercury's, Oldsmobiles, Plymouths, Willys, Chryslers, an AMC, a Jeep, two Hudsons, a Suzuki, a Sunbeam, and an Austin Healey. Something for everybody!

We could never pull it off without all of you helping us. Just the fact that you cared enough to pay for our trophies and t-shirts and advertising along with a host of other expenses is a HUGE blessing to the Mead Motorheads. We wanted the 20th year of the Show to make an impact, and with all of your help it certainly did. Thank you, thank you, thank you.

Hopefully many of you saw the Show, heard the DJ talking about your business during the Show, or heard us telling your business name as we handed out the trophies to class winners. You people are the BEST, and we hope you'll help us again next year, if we don't all capsizize with the increasingly large government both state AND federal! Even if you can't- thanks for what you've already done for us. It is sincerely appreciated. Gratefully,

Jim Coleman and the Mead Motorhead crew-Dan, Torrey, & Craig



Agenda Item Summary

MEETING DATE: June 10, 2024
SUBJECT: Citizens' Initiative Marijuana
PRESENTED BY: Mary Strutt, Administrative Services Director / Town Clerk

SUMMARY

At the May 28, 2024 Regular Meeting of the Board of Trustees, Autumn Todd and David Wilczynski spoke during public comment regarding an initiative to put a question on the November 5, 2024 ballot which would allow retail and medical marijuana in the Town of Mead. They requested that the Board consider drafting an ordinance and either adopting it outright or referring the question to the voters of Mead. Subsequently, Mr. Todd submitted a citizens' initiative to the Town Clerk's office for review on May 29, 2024.

Both recreational and medical marijuana sales and cultivation are prohibited in the Town of Mead. However, personal use and the ability to grow for personal or medical use are allowed in accordance with state statute. The matter of legalizing marijuana sales was put before the voters of Mead in 2019 by the Board of Trustees which failed 662 For / 1046 Against; and in 2021 by a Citizens' Initiative which again failed 657 For / 1006 Against. The 2021 initiative was brought forward by Mr. Todd and his team who submitted a petition with 217 valid signatures from registered electors in the Town of Mead. A minimum of 193 signatures was required to put the matter on the ballot.

HISTORY

Marijuana/cannabis for medical purposes has been legal in the state of Colorado since 2000 when Amendment 20 to the Colorado Constitution was approved by voters. The Town of Mead placed a moratorium on medical marijuana facilities in October 2009, but later approved and regulated medical marijuana dispensaries and grow facilities in the LI – Limited Industrial zoning district by Ordinance Nos. 662 and 663 which were adopted November 30, 2009. However, on March 14, 2011, these Ordinances were repealed and replaced by Ordinance No. 687, which prohibited the sale and cultivation of medical marijuana.

On November 6, 2012, voters in Colorado approved Amendment 64 (a citizens' initiative), which amended Article XVII of the Colorado Constitution. The Amendment allows the possession, use, display, purchase or transportation of marijuana and accessories. In addition, growing marijuana for personal use and cultivation for sale was also approved. Retail sales of marijuana across the state began January 1, 2014. In Mead, the Board of Trustees adopted Ordinance No. 722, on February 11, 2013, which prohibited the operation of marijuana cultivation facilities, product manufacturing facilities, testing facilities and retail stores in Town.

Nationally, Colorado and Washington were the first states to legalize the recreational use of marijuana. As of February 2024, similar legislation has passed in 24 states (plus the District of Columbia). In addition, the US Drug Enforcement Administration is currently preparing to downgrade the substance

drug classification of marijuana from a Schedule I drug to the less restrictive Schedule III. Within the state of Colorado, retail marijuana sales are permitted in 96 of 271 municipalities with several more being added each year. See the attached spreadsheet compiled by CML. Delivery of marijuana is also legal in Colorado and personal use and the ability to grow marijuana for personal use is allowed in Mead by state statute.

CITIZENS' INITIATIVE

The Citizens' Initiative process is a tool through which citizens can place proposed changes to laws on the ballot. Citizens have a right to follow this process and have their voice heard in lawmaking. The citizens' initiative process can be found in Colorado Revised Statute Title 31, Article 11. The process, in general terms, is:

- Citizens decide they want to pass a new law or amend existing law.
- Citizens write up an ordinance and a petition and submit it to the Clerk's office
- The Clerk reviews it as to form – i.e., does it meet all the requirements of the statute in 31-11-106. The form of the petition may be revised and resubmitted to the Clerk as many times as needed until it is approved.
- Once it is approved by the Clerk as to form, the petitioners have 180 days to obtain signatures of at least 5% of the registered voters and resubmit the petition.
- If they do not turn it back in, nothing happens. If they do, the Clerk reviews the petition, verifies signatures, and ensures that all statutory requirements are met.
- During this time, anyone may protest the petition for limited reasons. A protest hearing may be called. All of this follows strict timelines, according to state statute. The timelines are meant to allow due process to all concerned, but also to allow for a timely process.
- If there are not enough signatures, are other errors with the petition or if a protest prevails, the petition is deemed insufficient.
- If there are enough signatures and there is not a valid protest, the petition is deemed sufficient and is then presented to the Board of Trustees. At that time, the Board may either approve the ordinance of the petition and make a new law or they may set the ordinance for election. Once again there is a strict timeline for this.

FINANCIAL CONSIDERATIONS

If a citizens' initiative is successfully placed on the ballot after receiving the requisite number of signatures, the municipality is required, by statute, to hold an election and pay the full costs of the election. The petition representatives are not responsible for any of the costs. For this initiative, the representatives are targeting the November 5, 2024 coordinated election. Since the Town of Mead will be coordinating a Regular Municipal Election on that date, there are no anticipated additional charges from Weld County associated with the election.

Revenue: The petitioners have suggested that the marijuana industry could be a successful source of revenue for the Town of Mead. While it is difficult to predict the amount of revenue, if any, retail marijuana facilities within the Town of Mead would generate sales tax at 3% of sales. In addition, the state of Colorado does collect a 15% marijuana tax which is distributed to participating municipalities. Many municipalities also charge additional fees and/or an excise tax. Any tax would need to be approved by the voters of Mead at a Regular Municipal Election.

CURRENT STATUS / ACTION

In response to the petitioners' request of May 28, 2024 that the Board consider drafting an ordinance to either adopt marijuana outright or refer the matter to the voters, staff has identified three options for the Board of Trustees:

1. The Board of Trustees may direct staff to draft an ordinance repealing the Town's prohibition on marijuana sales facilities and adopt regulations for such facilities. This approach was recently taken in Brighton who adopted marijuana regulations after a previous ban.
2. The Board of Trustees may direct staff to draft an ordinance repealing the prohibition and creating regulations which the Board would refer to the Mead voters for the November 5, 2024 election. This approach would once again let the voters decide the matter but would allow the regulations to be drafted by the Town Attorney's office. Those regulations could include licensing requirements and restrictions on the number and/or size of facilities, the types of facilities and locations. The measure would be put on the November ballot and, if it passes, the regulations go into effect as outlined in the draft ordinance.
3. The Board may choose to take no action at this time and let the citizens' initiative process run its course. The petitioners have submitted a petition for review and have met with staff. The petitioners are confident in their ability to obtain the requisite number of signatures in the timeline required for the November election. Based on an estimated 5,000 registered voters currently in Mead, the number of petition signatures required would be 250. The deadline for submission is around mid-July to allow time for the sufficiency determination, protest period and referral to the ballot. If the measure is approved by the voters of the Town of Mead, then the regulations would go into effect as drafted by the petitioner. It was drafted along the lines of the state law and includes distance requirements from schools and licensing requirements. A few items lacking in the draft ordinance are zoning conditions and an appropriate timeline for implementation.

ATTACHMENTS

CML Marijuana Municipality List – (2024)
20240529 Citizens Initiative Petition – Marijuana

Municipal Retail Marijuana Status									
	Sales	Cultivation	Manufacturing	Testing	Delivery	On-site Consumption	Tax Information	Notes	Site/Code
Aguilar									Aguilar Municipal Code
Akron									Akron Municipal Code
Alamosa				√			5% sales tax on retail sales (not currently allowed)		Alamosa Municipal Code
Alma	√	√	√	√					Alma Municipal Code
Antonito	√								Antonito Retail Store
Arriba								Permanent moratorium	Link to Town Ordinances
Arvada									Arvada Municipal Code
Aspen	√	√	√	√					Aspen Municipal Code
Ault	√						Sales tax on retail sales	Approved by voters fall 2023	Ault Municipal Code, Chapter 9.34
Aurora	√	√	√	√	√		5% excise tax, 4% sales tax on retail with authority up to 10%		Aurora Marijuana Enforcement Division
Avon									Avon Municipal Code
Basalt	√						5% sales tax on retail marijuana		Basalt Municipal Code
Bayfield							\$10 per retail transaction (sales not currently allowed)		Bayfield Municipal Code
Bennett									Bennett Municipal Code
Berthoud	√						7% sales and excise tax on retail		Berthoud Municipal Code (Retail marijuana not yet codified)
Bethune									
Black Hawk	√						5% sales on retail and medical		Black Hawk Municipal Code
Blanca		√	√				5% excise on sale or transfer of unprocessed retail marijuana		
Blue River									Blue River Municipal Code
Boone									
Boulder	√	√	√	√			5% excise tax, 3.5% sales tax		Boulder Municipal Code
Bow Mar									Bow Mar Municipal Code
Branson									
Breckenridge	√	√	√				5% excise tax on all sales of marijuana		Breckenridge Municipal Code
Brighton								Rejected by voters November 2021	Brighton Municipal Code
Brookside									Brookside Marijuana Ordinance
Broomfield	√			√	√		5% excise tax	Prohibition ordinance for cult and mfg set to repeal in April 2025	Broomfield Municipal Code
Brush									Brush Municipal Code
Buena Vista	√						5% sales tax with authority up to 15%	Approved by voters November 2020	Buena Vista Municipal Code
Burlington								Rejected by voters April 2022	Burlington Municipal Code
Calhan									Calhan Zoning Code
Campo									
Cañon City							5% excise and sales, authority up to 10%	Moratorium with Ordinance 7-2014	Canon City Ordinances
Carbonate									
Carbondale	√	√	√	√			5% sales tax, 5% excise tax		Carbondale Municipal Code
Castle Pines									Castle Pines Zoning Ordinance Section 206
Castle Rock									Castle Rock Municipal Code
Cedaredge	√						5% sales tax	Approved by voters November 2020	Cedaredge Municipal Code
Centennial									Centennial Municipal Code
Center								Rejected by voters November 2019	
Central City	√						5% on retail sales		Central City Municipal Code
Cheraw									
Cherry Hills Village									Cherry Hills Municipal Code
Cheyenne Wells									
Coal Creek									

Municipal Retail Marijuana Status									
	Sales	Cultivation	Manufacturing	Testing	Delivery	On-site Consumption	Tax Information	Notes	Site/Code
Cokedale									
Collbran								Permanent moratorium	Collbran Municipal Code
Colorado Springs						√			Colorado Springs Municipal Code
Columbine Valley									
Commerce City	√	√	√	√			7% sales tax, 5% excise tax		Commerce City Municipal Code
Cortez	√	√		√					Cortez Municipal Code
Craig	√	√	√	√			Up to 4% sales tax	Approved by voters November 2019	Craig Municipal Code
Crawford							5% sales with authority up to 10%, 5% excise (sales not currently allowed)		Crawford Marijuana Ordinances
Creede									Creede Ordinance 375
Crested Butte	√		√	√					Crested Butte Municipal Code
Crestone	√						5% sales tax		
Cripple Creek									Cripple Creek Municipal Code
Crook									
Crowley									
Dacono									Dacono Municipal Code
De Beque	√	√	√	√			5% excise tax on sales and cultivation		Marijuana Page on De Beque Website
Deer Trail									
Del Norte									Del Norte Municipal Code
Delta							5% excise tax, 2% sales tax (sales not currently allowed)		Delta Municipal Code
Denver	√	√	√	√	√	√	5.5% sales tax, authorized up to 15%	Approve April 2021	Link to Denver's Marijuana Business Licenses Page
Dillon	√						5% sales tax, 5% excise tax		Dillon Municipal Code
Dinosaur	√	√	√	√			5% excise tax, 10% sales tax		Dinosaur Ordinance 3
Dolores	√	√	√	√			\$5 occupation tax per sales transaction; 5% excise tax	Approved by voters April 2020	
Dove Creek									
Durango	√			√			3% sales tax		Durango Municipal Code
Eads									
Eagle	√	√	√	√			2.5% sales and 2.5% excise each increasing .5% per year up to 5%		Link to Eagle Marijuana Regulations Page
Eaton									Eaton Municipal Code
Eckley								Rejected by voters November 2020	
Edgewater	√	√	√	√					Edgewater Municipal Code
Elizabeth									Elizabeth Municipal Code
Empire	√	√	√				\$5 per transaction		Empire Ordinance 238
Englewood	√						3.5% with authority up to 5%		Englewood Municipal Code
Erie									Erie Municipal Code
Estes Park								Rejected by voters December 2019	Estes Park Municipal Code
Evans									Evans Municipal Code
Fairplay									Fairplay Municipal Code
Federal Heights	√	√	√	√			5% sales tax with authority up to 10%, 5% excise tax with authority up to 10%		Federal Heights Marijuana Ordinance
Firestone									Firestone Municipal Code
Flagler									
Fleming									
Florence				√			5% excise tax on wholesale		Florence Municipal Code
Fort Collins	√	√	√	√					Link to Fort Collins Marijuana Page
Fort Lupton	√						3.1% sales tax with authority up to 10%	Approved by voters November 2020	Fort Lupton Marijuana Ordinance
Fort Morgan									Fort Morgan Municipal Code
Fountain									Fountain Municipal Code
Fowler									Fowler Municipal Code
Foxfield									Foxfield Municipal Code

Municipal Retail Marijuana Status									
	Sales	Cultivation	Manufacturing	Testing	Delivery	On-site Consumption	Tax Information	Notes	Site/Code
Fraser	√						5% sales tax		Fraser Municipal Code
Frederick									Frederick Municipal Code - Chapter 6
Frisco	√	√	√				5% sales tax		Frisco Taxation Code
Fruita							5% excise tax		Fruita Ordinance 2013-13
Garden City	√	√	√	√					Garden City Municipal Code
Genoa									
Georgetown	√		√				\$5 per transaction		Georgetown Municipal Code
Gilcrest									Gilcrest Municipal Code
Glendale	√	√	√	√		√	1.85% sales tax		Glendale Municipal Code
Glenwood Springs	√	√	√	√			5% sales tax up to 15%; 3% excise tax up to 5%		Glenwood Springs Municipal Code
Golden	√						6% sales tax	Approved by voters November 2021	Golden Municipal Code
Granada									
Granby									Granby Municipal Code - Chapter 16
Grand Junction	√	√	√	√			5% sales tax up to 15%; 3% excise tax up to 10%	Approved by voters April 2021	Grand Junction Marijuana Licensing Page
Grand Lake									Grand Lake Municipal Code - Chapter 7
Greeley									Greeley Municipal Code
Green Mountain Falls									Green Mountain Falls Ordinance 01-2013
Greenwood Village									Greenwood Village Municipal Code
Grover									
Gunnison	√	√	√	√			5% sales tax, 5% excise tax		Gunnison Municipal Code
Gypsum									Gypsum Municipal Code
Hartman									
Haswell									
Haxtun									
Hayden	√	√					7.5% excise tax with authority up to 15%		Hayden Municipal Code
Hillrose									
Holly									Holly Marijuana Prohibition Ordinance
Holyoke									Holyoke Ord. 7-2016
Hooper								Rejected by voters April 2022	
Hot Sulphur Springs									Hot Sulphur Springs - Ordinance
Hotchkiss							2% sales tax (up to 10%) in event sales are permitted by election		
Hudson									Hudson Land Development Code - Chapter 16
Hugo									Hugo Ordinance 237
Idaho Springs	√	√					5% excise tax		Idaho Springs Municipal Code
Ignacio								Rejected by voters April 2022	Ignacio Ordinance 308 - Permanent Ban
Iliff									
Jamestown								Permanent moratorium	Jamestown Ordinance 2013-01
Johnstown									Johnstown Ordinance 2016-143
Julesburg									
Keenesburg									Keenesburg Municipal Code
Kersey									Kersey Municipal Code
Kim									
Kiowa								Rejected by voters November 2020	Kiowa Municipal Code - Chp. 6
Kit Carson									
Kremmling									
La Jara									
La Junta									La Junta Municipal Code
La Salle									

Municipal Retail Marijuana Status									
	Sales	Cultivation	Manufacturing	Testing	Delivery	On-site Consumption	Tax Information	Notes	Site/Code
La Veta	√	√	√	√				Rejected by voters April 2022	La Veta Municipal Code
Lafayette	√	√	√	√			5% sales and excise tax up to 10%		Lafayette Municipal Code
Lake City									Lake City Municipal Code
Lakeside									
Lakewood	√	√						Approved by voters November 2020	Lakewood Municipal Code
Lamar								Approved by voter initiative November 2021; election results nullified in March 2022 because petition requirements were not met	Lamar Municipal Code - Chp. 6
Larkspur									Larkspur Municipal Code
Las Animas	√	√	√	√			5.75% sales tax; 5% excise tax, up to 10%	Approved by voters Nov. 2018	
Leadville	√	√	√	√			5% excise tax, up to 10%		Leadville Municipal Code
Limon									Limon Municipal Code
Littleton	√						Special 3% sales tax on retail	Approved by voters November 2020	Littleton Municipal Code - Chp. 21
Lochbuie								Voters clarify that they don't support marijuana sales November 2023	Lochbuie Municipal Code
Log Lane Village	√	√	√	√			5% excise tax		
Lone Tree									Lone Tree Municipal Code
Longmont	√						3.5% sales tax; 3% excise tax with authority up to 15%		Longmont Marijuana Ordinance
Louisville	√	√		√			5% excise tax on cultivation		Louisville Municipal Code
Loveland								Defeated by voters November 2019	Loveland Municipal Code - 7.65.20
Lyons	√	√	√	√			3.5% sales; 5% excise tax; both up to 10%		Lyons Municipal Code
Manassa									
Mancos	√	√	√	√			Occupation tax up to \$10/transaction		Mancos Municipal Code
Manitou Springs	√			√			6%, authority up to 10%	Cultivation and manufacturing prohibited	Manitou Springs Municipal Code
Manzanola									
Marble									Marble Ordinance 8-2014
Mead								Defeated by voters in November 2019 and 2021	Mead Municipal Code
Meeker									Meeker Municipal Code
Merino									
Milliken	√	√	√	√			Occupation tax up to \$10/transaction		Milliken Municipal Code
Minturn									Minturn Municipal Code
Moffat	√	√	√				2% sales tax first year, increasing to 5% in year two	Rejected revisions to excise tax November 2023	
Monte Vista							18% excise tax, 18% sales tax		Monte Vista Municipal Code
Montezuma									Montezuma Ordinance 3-2014
Montrose									Montrose Ordinance 2321
Monument									Monument Municipal Code
Morrison	√						6.25% sales tax, with authority up to 11.25%		Morrison Municipal Code
Mountain View	√	√	√	√			5% sales tax		Mountain View Marijuana Ordinance
Mountain Village									
Mt. Crested Butte									Mt. Crested Butte Chp. 21
Naturita	√	√	√	√			2% sales tax, with authority up to 10; excise tax of 5%		
Nederland	√	√	√				3.75% sales tax		Nederland Municipal Code
New Castle									New Castle Municipal Code
Northglenn	√	√	√		√		4% sales tax, up to 10%	Delivery approved June 2021	Northglenn Municipal Code

Municipal Retail Marijuana Status									
	Sales	Cultivation	Manufacturing	Testing	Delivery	On-site Consumption	Tax Information	Notes	Site/Code
Norwood	√		√	√			2% sales tax, up to 10%; 5% excise tax	Approved by voters April 2020	
Nucla									
Nunn		√					5% excise tax		
Oak Creek	√	√	√	√					Oak Creek Municipal Code
Olathe	√						5% sales tax	Sales and sales tax approved by voters November 2023	Olathe Municipal Code, Title IV, Chapter 4
Olney Springs									
Ophir									
Orchard City							Up to 5% sales tax, up to 5% excise tax, up to \$10 occupation tax for each sale transaction		Orchard City July 2017 Minutes
Ordway	√		√	√					Ordway Municipal Code
Otis									Otis Ordinance 173
Ouray							5% with authority up to 10%		Ouray Council Minutes
Ovid									
Pagosa Springs	√	√							Pagosa Springs Municipal Code
Palisade	√	√	√	√			5% excise tax; Occupation tax of \$5.00 for each sales transaction that is less than \$100, \$10.00 for each sales transaction between \$100.00 and \$500.00 and \$25.00 for each sales transaction of \$500.00 or more		Link to Palisade Marijuana Information
Palmer Lake		√					5% sales tax with authority up to 10% (sales not currently allowed); 5% excise tax with authority up to 10%		Palmer Lake Municipal Code, Section 5.40
Paoli									
Paonia	√						5% excise and sales tax, both with authority up to 10%; \$5.00 occupation tax per sales transaction	Approved by voters November 2020	Paonia Ordinance 2021-01
Parachute	√	√	√	√	√	√	5% excise tax		Parachute Municipal Code
Parker									Parker Municipal Code
Peetz									
Pierce									
Pitkin									
Platteville									Platteville Municipal Code
Poncha Springs							5% sales tax; 5% excise tax (sales not currently allowed)		Poncha Springs Ordinance 2013-1
Pritchett									
Pueblo	√	√	√	√			10%	Excise tax passed by ordinance	Pueblo Municipal Code
Ramah									
Rangley									
Raymer									
Red Cliff	√	√	√	√			5% sales tax, 15% excise tax		
Rico	√	√	√	√			10% sales and 10% excise on unprocessed retail marijuana sold or transferred from cultivation facility to retail facility		Rico Marijuana Ordinance
Ridgway	√	√	√	√					Ridgway Municipal Code
Rifle	√	√					5% excise tax		Rifle Municipal Code
Rockvale									
Rocky Ford	√						6% sales tax with authority up to 8%		Rocky Ford Municipal Code
Romeo	√	√	√	√			3.9% sales tax	Approved by voters November 2020	

Municipal Retail Marijuana Status									
	Sales	Cultivation	Manufacturing	Testing	Delivery	On-site Consumption	Tax Information	Notes	Site/Code
Rye									
Saguache									Saguache Ordinance 2013-1
Salida	√								Salida Municipal Code
San Luis	√	√	√						San Luis Municipal Code
Sanford									
Sawpit									
Sedgwick	√	√	√	√			5% sales tax; 2% excise tax on cultivation; occupation tax of \$5-\$25 per wholesale manufacturing transaction		
Seibert									
Severance							7% sales tax (sales not currently allowed)		Severance Municipal Code
Sheridan							5% excise tax		Sheridan Municipal Code
Silt	√	√	√	√			3.5% sales tax on retail		Silt Municipal Code
Silver Cliff									
Silver Plume	√						4% and no greater than 8%		
Silverthorne	√	√					5% excise tax		Silverthorne Municipal Code
Silverton	√	√	√	√			1% sales tax and 3% excise tax		Silverton Municipal Code
Simla									Simla Municipal Code - Chp. 2
Snowmass Village	√						5% sales tax, up to 15%		Snowmass Village Municipal Code
South Fork							5% sales tax		South Fork Ordinance 15-06
Springfield									
Starkville									
Steamboat Springs	√	√	√	√					Steamboat Springs Municipal Code
Sterling	√							Passed sales in November 2023, rejected associated 5% sales tax	
Stratton									
Sugar City	√								
Superior					√				Superior Municipal Code
Swink									
Telluride	√	√	√	√					Telluride Municipal Code
Thornton	√			√	√		5% sales tax	Approved delivery April 2021	Thornton Municipal Code
Timnath									Timnath Municipal Code
Trinidad	√	√	√	√			5% sales tax		Trinidad Marijuana Licensing Application
Two Buttes									
Vail									Vail Municipal Code
Victor									Victor Municipal Code
Vilas									
Vona									
Walden									
Walsenburg	√	√	√	√			5% excise tax		Link to Walsenburg's Marijuana Page
Walsh									
Ward									
Wellington	√						3.5% sales tax, up to 5%	Approved by voters November 2021	
Westcliffe									Westcliffe Municipal Code
Westminster								Voters approved businesses in November 2021 but will not go into effect because was contingent on tax that failed	Westminster Municipal Code
Wheat Ridge	√	√	√	√			3.5% sales tax		Wheat Ridge Municipal Code
Wiggins									Wiggins Marijuana Ordinance
Wiley									
Williamsburg									
Windsor									Windsor Municipal Code

Municipal Retail Marijuana Status									
	Sales	Cultivation	Manufacturing	Testing	Delivery	On-site Consumption	Tax Information	Notes	Site/Code
Winter Park	√						5% sales tax	Dales approved by ordinance in July 2021 to begin 2022	Winter Park Municipal Code
Woodland Park									Woodland Park Municipal Code
Wray								Voters rejected November 2021	
Yampa									
Yuma							5% sales tax with authority up to 10 (sales not currently allowed)		Yuma Municipal Code

√	Permitted					
Totals:	96	64	58	57	7	4

PETITION FOR INITIATIVE 2024

GENERAL STATEMENT OF PURPOSE

WARNING:

IT IS AGAINST THE LAW:

For anyone to sign any initiative petition with any name other than his or her own or to knowingly sign his or her name more than once for the same measure or to knowingly sign a petition when not a registered elector who is eligible to vote on the measure.

**DO NOT SIGN THIS PETITION UNLESS YOU ARE A REGISTERED ELECTOR AND ELIGIBLE TO VOTE ON THIS MEASURE
TO BE A REGISTERED ELECTOR YOU MUST BE A CITIZEN OF COLORADO AND REGISTERED TO VOTE.**

Do not sign this petition unless you have read or had read to you the proposed initiative or the summary of the initiated measure in its entirety and understand its meaning.

PETITION REPRESENTATIVES

Name

Address

1. Autumn Todd
2. Mark Post

3324 Riva Ridge Drive, Fort Collins, Colorado 80526
605 Falcon Circle, Mead, Colorado 80542

AN INITIATIVE TO STRICTLY REGULATE, CONTROL AND PERMIT A LIMITED NUMBER OF STATE-AUTHORIZED MEDICAL/ RETAIL MARIJUANA BUSINESSES WITHIN THE TOWN OF MEAD AND TO ESTABLISH REASONABLE RESTRICTIONS ON THE SIGNAGE AND ADVERTISING OF THESE BUSINESSES TO MATCH STATE REGULATIONS

WHEREAS Amendment 20&64 of the Colorado State Constitution, Title 44 Article 10 was approved by Colorado voters in 2000 and 2012 respectively, permitting municipalities to license and regulate marijuana businesses.

WHEREAS the Colorado Legislature in 2018 enacted the Colorado Marijuana Code permitting municipalities to license and regulate medical and retail marijuana businesses in order to provide marijuana and related products in a safe, professional and quality-controlled manner.

WHEREAS, it is the intent and desire of the citizens of the Town of Mead that the Board of Trustees of the Town of Mead, Colorado, adopt AN INITIATIVE TO STRICTLY REGULATE, CONTROL AND PERMIT A LIMITED NUMBER OF STATE-AUTHORIZED MEDICAL/RETAIL MARIJUANA BUSINESSES WITHIN THE TOWN OF MEAD AND TO ESTABLISH REASONABLE RESTRICTIONS ON THE SIGNAGE AND ADVERTISING OF THESE BUSINESSES TO MATCH COMMUNITY NEEDS or, if the within Initiated Ordinance is not adopted by the Board of Trustees in the form presented herein, that the within Initiated Ordinance be referred in the form presented herein to the registered electors of the municipality at a special election, specifically the November 2024 coordinated election as provided by law.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF MEAD, COLORADO, OR THE REGISTERED ELECTORS OF THE TOWN OF MEAD:

Section 1. That Sections 6.60.010 through 6.60.270 of Article XVI, Chapter 15 of the Code of the Town of Mead are hereby repealed, and the following sections are reenacted to read as follows:

**ARTICLE XVI
MEDICAL/ RETAIL MARIJUANA**

Sec. 6.60.010. Purpose

The purpose of this Article is to implement the provisions of Article 44 Article 10., known as the Colorado Marijuana Code.

Sec. 6.60.020 Incorporation of state law.

The provisions of the Colorado Marijuana Code, and any rules and regulations promulgated thereunder, are incorporated herein by reference except to the extent that more restrictive or additional regulations are set forth in this Article.

Sec. 6.60.030. Definitions.

(a) The following words, terms, and phrases, when used in this Article, shall have the meanings ascribed to them in this Section:

Applicant shall mean any person or entity who has submitted an application for a license or renewal of a license issued pursuant to this Article. If the applicant is an entity and not a natural

Person, *applicant* shall include all persons who are the members, managers, officers, directors and shareholders of such entity.

Colorado Marijuana Code shall mean Title 12, Article 43.4 of the Colorado Revised Statutes and any rules or regulations promulgated thereunder.

Cultivation or cultivate shall mean the process by which a person grows a marijuana plant.

Financial interest shall mean any ownership interest, including, without limitation, a membership, directorship or officer ship; or any creditor interest, whether or not such interest is evidenced by any written document.

License shall mean a document issued by the Town officially authorizing an applicant to operate a retail marijuana business pursuant to this Article.

Licensee shall mean the person to whom a license has been issued pursuant to this Article.

Medical/Retail marijuana business or business shall mean a medical/retail marijuana store, optional premises medical/ retail marijuana cultivation facility, or medical/ retail marijuana products manufacturing facility, medical/ retail marijuana testing facility, and licensed hospitality businesses as defined in the Colorado Marijuana Code.

Marijuana paraphernalia or paraphernalia shall mean devices, contrivances, instruments and paraphernalia for inhaling or otherwise consuming marijuana, including, but not limited to, rolling papers, related tools, water pipes and vaporizers.

Place of worship or religious assembly shall mean a building containing a hall, auditorium or other suitable room used for the purpose of conducting religious services or meetings of the occupants of such structure.

(b) In addition to the definitions contained in Subsection (a) of this Section, other terms used in this Article shall have the meaning ascribed to them in Article XVIII, Section 14 and 16 of the Colorado Constitution or the Colorado Marijuana Code, and such definitions are hereby incorporated into this Article by this reference.

Sec. 6.60.040. Creation.

There shall be and is hereby created a Medical/ Retail Marijuana Licensing Authority, hereafter referred to in this Article as the "Authority".

Sec. 6.60.050. Composition.

The Authority shall be a person appointed by the Town Manager.

Sec. 6.60.060. Functions.

(a) The Authority shall have the duty and authority pursuant to the Colorado Marijuana Code and this Article to grant or refuse licenses; to grant or refuse transfers of ownership or location of the license; and levy penalties against licensees in the manner provided by law.

(b) The Authority shall have all the powers of a Local Licensing Authority as set forth in the Colorado Marijuana Code.

(c) The Authority shall have the power to promulgate rules and regulations concerning the procedures for hearings before the Authority.

(d) The Authority shall have the power to require any applicant or licensee to furnish any relevant information required by the Authority.

(e) The Authority shall have the power to administer oaths and issue subpoenas to require the presence of persons and the production of papers, books and records at any hearing which the Authority is authorized to conduct. Any such subpoena shall be served in the same manner as a subpoena issued by the District Court of the State.

Sec. 6.60.070. License required.

It shall be unlawful for any person to establish or operate a retail marijuana business in the Town without first having obtained from the City and the State a license for each facility to be operated in connection with such business. Such license shall be kept current at all times, and the failure to maintain a current license shall constitute a violation of this Section.

Sec. 6.60.080. Requirements of application for license; payment of application fee; denial of license.

(a) A person seeking a license pursuant to the Colorado Marijuana Code and the provisions of this Article shall submit an application to the Town on forms provided by the State and City. At the time of application, each applicant shall pay a nonrefundable application fee of \$2,000.00 to defray the costs incurred by the Town for background investigations and inspection of the proposed premises, as well as any other costs associated with the processing of the application. In addition, the applicant shall present a suitable form of identification.

The applicant shall also provide the following information on a form approved by, or acceptable to, the Authority, which information may be required for the applicant and all persons having a financial interest in the retail marijuana business that is the subject of the application or, if the applicant is an entity, having a financial interest in the entity:

- (1) name, address, date of birth;
- (2) an acknowledgment and consent that the Town may conduct a background investigation, including a criminal history check and that the City will be entitled to full and complete disclosure of all financial records of the medical/ retail marijuana business, including records of deposit, withdrawals, balances and loans;
- (3) if the applicant is a business entity, information regarding the entity, including, without limitation, the name and address of the entity, its legal status, and proof of registration with, or a certificate of good standing from, the Colorado Secretary of State, as applicable;
- (4) if the applicant is not the owner of the proposed licensed premises, a statement from the owner of such property authorizing the use of the property for a retail marijuana business;
- (5) a copy of any deed reflecting the applicant's ownership of, or lease reflecting the right of the applicant to possess, the proposed licensed premises;
- (6) a "to scale" diagram of the proposed licensed premises, no larger than 11" x 17", showing, without limitation, building layout, all entry ways and exits to the proposed licensed premises, loading zones and all areas in which retail marijuana will be stored, grown, manufactured or dispensed;

(7) a comprehensive business operation plan for the retail marijuana business which shall contain, at a minimum, the following:

- a. a security plan meeting the requirements of this Article,
- b. a general description of all products to be sold,
- c. a plan for exterior signage that is in compliance with all applicable requirements of this Code and the Land Use Code, including photographs and/or illustrations of proposed signage; and

(8) any additional reasonable information that the Town Manager determines to be necessary in connection with the investigation and review of the application.

(b) All retail marijuana businesses shall obtain other required permits or licenses related to the operation of the medical/ retail marijuana business, including, without limitation, any development approvals or building permits required by this Code and the Land Use Code.

(c) Upon receipt of a completed application, the Town Manager may circulate the application to all affected service areas and departments of the Town to determine whether the application is in full compliance with all applicable laws, rules and regulations.

(d) The Town may, prior to issuance of the license, perform an inspection of the proposed licensed premises to determine compliance with any applicable requirements of this Article or other provisions of this Code or the Land Use Code.

Sec. 6.60.090. Denial of application.

The Authority may deny any application that does not meet the requirements of the Colorado Marijuana Code or this Article. The Authority may deny any application that contains any false, misleading or incomplete information.

Sec. 6.60.100. Persons prohibited as licensees.

No license shall be issued to, held by, or renewed by any applicant who does not have the applicable State license.

Sec. 6.60.110. Location and Selection Criteria.

(a) No medical/ retail marijuana center shall be issued a license if, at the time of application for such license, the proposed location is:

- (1) within one thousand (1,000) feet of any full time private or public preschool, elementary, secondary, vocational or trade school, college or university;
- (2) within one thousand (1,000) feet of any public playground;
- (3) within five hundred (500) feet of:
 - a. any licensed child care center,
 - b. any place of worship or religious assembly,
 - c. any public park, pool, or recreation facility,

d. any juvenile or adult halfway house, correctional facility or substance abuse rehabilitation or treatment center, or

(4) within the boundaries of any residential zoned district;

(b) The location criteria contained in subsection (a) of this Section shall apply to all proposed changes in the location of an existing license.

(c) The distances described in Subsection (a) above shall be computed by direct measurement in a straight line from the nearest property line of the land used for the purposes stated in Paragraphs (a)(1), (a)(2) and (a)(3) above to the nearest portion of the building or unit in which the retail marijuana center is located.

Sec. 6.60.120. Inspection fee.

(a) Upon issuance of a license, and upon renewal thereafter, the licensee shall pay to the City a reasonable fee in an amount determined by the Town Manager to be sufficient to cover the cost of inspections conducted pursuant to this Article.

(b) The inspection fee required under Subsection (a) of this Section shall be due and payable prior to or upon issuance of each license and upon the renewal of any such license and shall not be refundable.

Sec. 6.60.130. Signage and advertising.

All signage and advertising for a medical/ retail marijuana center shall comply with all applicable provisions of the State Code and the Land Use Code.

(a) The prohibition's set forth in this Section shall not apply to political speech or any signage advocating the passage or defeat of a city or state ballot measure.

(b) Violation of this Section shall result in a \$100 fine per day per violation. Such fine shall be levied on the licensee by the Authority upon the Authority finding by a preponderance of the evidence a violation of this Section. Repeated and continuous failure to comply with the requirements of this Section shall be considered by the Authority in any action relating to the issuance, revocation, suspension or nonrenewal of a license.

Sec. 6.60.140. Warning signs.

All warning signs at the premises shall comply with the requirements of the Colorado Medical/ Retail Marijuana Code and all applicable rules and regulations promulgated thereunder.

Sec. 6.60.150. Security requirements.

Security measures at all licensed premises shall comply with the requirements of the Colorado Marijuana Code and all applicable rules and regulations promulgated thereunder.

Sec. 6.60.160. Report of disturbances and unlawful activity.

(a) All licensees and any agent, manager or employee thereof, shall immediately report to Police Services any disorderly act, conduct or disturbance and any unlawful activity committed in or on the licensed premises.

(b) Failure to comply with the requirements of this Section shall be considered by the Authority in any action relating to the issuance, revocation, suspension or nonrenewal of a license.

Sec. 6.60.170. Labeling.

All medical /retail marijuana sold or otherwise distributed by the licensee shall be labeled in a manner that complies with the requirements of the Colorado Marijuana Code and all applicable rules and regulations promulgated thereunder.

Sec. 6.60.180. Prohibited acts.

(a) It shall be unlawful for any licensee to permit the consumption of alcohol beverages, as defined in the Colorado Liquor Code, on the licensed premises.

(b) It shall be unlawful for any licensee holding a medical/ retail marijuana center licensed, or for any agent, manager or employee thereof, to:

(1) sell, give, dispense or otherwise distribute retail marijuana or retail marijuana paraphernalia from any outdoor location;

(2) sell, give, dispense or otherwise distribute retail marijuana to anyone under twenty-one (21) years of age.

(3) Sell, give, dispense or otherwise distribute more than one ounce (1) of retail marijuana to a legal consumer within a twenty-four (24) hour period of time;

(c) It shall be unlawful for any optional premises cultivation operation to post or allow to be posted signs or other advertising materials identifying the premises as being associated with the cultivation or use of medical/ retail marijuana.

(d) It shall be unlawful for any medical/ retail marijuana-infused products manufacturer to post or allow to be posted signs or other advertising materials identifying the premises as being associated with the production or use of medical/ retail marijuana;

Sec. 6.60.190. Visibility of activities; control of emissions.

(a) All activities of medical/ retail marijuana businesses, including, without limitation, cultivating, growing, processing, displaying, manufacturing, selling and storage, shall be conducted out of public view per the provisions of the Colorado Marijuana Code.

(b) Sufficient measures and means of preventing smoke, odors, debris, dust, fluids and other substances from exiting a retail marijuana business must be provided at all times. In the event that any odors, debris, dust, fluids or other substances exit a medical/ retail marijuana business, the owner of the subject premises and the licensee shall be jointly and severally liable for such conditions and shall be responsible for immediate, full clean-up and correction of such condition. The licensee shall properly dispose of all such materials, items and other substances in a safe, sanitary and secure manner and in accordance with all applicable federal, state and local laws and regulations.

Sec. 6.60.200. Sales tax.

Each retail marijuana business shall collect and remit Town sales and use tax on all medical/ retail marijuana, paraphernalia and other tangible personal property used or sold at the licensed premises.

Sec. 6.60.210. Inspection of licensed premises.

During all business hours and other times of apparent activity, all licensed premises shall be subject to inspection by Police Services and all other Town departments designated by the Town Manager for the purpose of investigating and determining compliance with the provisions of this Article and any other applicable state and local laws or regulations.

Sec. 6.60.220. Nonrenewal, suspension or revocation of license.

(a) The Authority may, after notice and hearing, suspend, revoke or refuse to renew a license for any of the following reasons:

(1) the applicant or licensee, or his or her agent, manager or employee, has violated, does not meet, or has failed to comply with, any of the terms, requirements, conditions or provisions of this Article or with any applicable State or local law or regulation;

(2) the applicant or licensee, or his or her agent, manager or employee, have failed to comply with any special terms or conditions of its license pursuant to an order of the State or local licensing authority, including those terms and conditions that were established at the time of issuance of the license and those imposed as a result of any disciplinary proceedings held subsequent to the date of issuance of the license; or

(3) the medical/ retail marijuana business has been operated in a manner that adversely affects the public health, safety or welfare.

(b) Evidence to support a finding under Subsection (a) of this Section may include, without limitation, a continuing pattern of disorderly conduct, a continuing pattern of drug-related criminal conduct within the premises of the medical/retail marijuana business or in the immediate area surrounding such business, a continuing pattern of criminal conduct directly related to or arising from the operation of the medical/ retail marijuana business, or an ongoing nuisance condition emanating from or caused by the retail marijuana business. Criminal conduct shall be limited to the violation of a state or city law or regulation.

(c) The Authority shall conduct a review of all licenses at least annually and in addition to examining the factors enumerated in this subsection, may hold a hearing on each license at which the general public shall be invited to appear and provide testimony as to the effects of the license on the surrounding community and the city at large and the Authority may take such views into consideration when deciding whether to continue or renew such license.

Sec. 6.60.230. Violations and penalties.

In addition to the possible denial, suspension, revocation or nonrenewal of a license under the provisions of this Article, any person, including, but not limited to, any licensee, manager or employee of a retail marijuana business, or any customer of such business, who violates any of the provisions of this Article, shall be guilty of a misdemeanor unless a different penalty is provided herein.

Sec. 6.60.240. No City liability; indemnification.

(a) By accepting a license issued pursuant to this Article, the licensee waives and releases the City, its officers, elected officials, employees, attorneys, and agents from any liability for injuries,

damages or liabilities of any kind that result from any arrest or prosecution of business owners, operators, employees, clients or customers for a violation of State or federal laws, rules or regulations.

(b) By accepting a license issued pursuant to this Article, all licensees, jointly and severally if more than one (1), agree to indemnify, defend and hold harmless the Town, its officers, elected officials, employees, attorneys, agents, insurers and self-insurance pool against all liability, claims and demands on account of any 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 arising out of or in any manner connected with the operation of the retail marijuana business that is the subject of the license.

Sec. 6.60.250. Other laws remain applicable.

(a) To the extent the State adopts in the future any additional or stricter law or regulation governing the sale or distribution of retail marijuana, the additional or stricter regulation shall control the establishment or operation of any medical/retail marijuana business in the Town. Compliance with any applicable state law or regulation shall be deemed an additional requirement for issuance or denial of any license under this Article, and noncompliance with any applicable state law or regulation shall be grounds for revocation or suspension of any license issued hereunder.

(b) If the State prohibits the sale or other distribution of marijuana through medical/ retail marijuana centers, any license issued hereunder shall be deemed immediately revoked by operation of law.

Sec. 6.60.260. Severability.

If any section, sentence, clause, phrase, word or other provision of this Article is for any reason held to be unconstitutional or otherwise invalid, such holding shall not affect the validity of the remaining sections, sentences, clauses, phrases, words or other provisions of this Article or the validity of this Article as an entirety, it being the legislative intent that this Article shall stand, notwithstanding the invalidity of any section, sentence, clause, phrase, word or other provision.

Sec. 6.60.270. Administrative regulations; Action by the Board of Trustees.

(a) The Town Manager is authorized to promulgate such rules and regulations as are necessary to effectuate the implementation, administration and enforcement of this Article.

(b) The Board of Trustees shall be permitted to lessen any restriction contained in this Article.

(c) Should the Board of Trustees refer this Initiated Ordinance to the registered electors of the City at a regular or special municipal election, this Initiated Ordinance shall take effect immediately upon certification by the designated election official that a majority of registered electors voted in favor of this Ordinance at such regular or special election.

(d) If any section, sentence, clause, phrase, word or other provision of this Ordinance is for any reason held to be unconstitutional or otherwise invalid, such holding shall not affect the validity of the remaining sections, sentences, clauses, phrases, words or other provisions of this Ordinance or the validity of this Ordinance as an entirety, it being the legislative intent that this Article shall stand, notwithstanding the invalidity of any section, sentence, clause, phrase, word or other provision.

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1	Signature	Printed Name		Date of Signing
	Residence Address (Street & Number)	City	County	
2	Signature	Printed Name		Date of Signing
	Residence Address (Street & Number)	City	County	
3	Signature	Printed Name		Date of Signing
	Residence Address (Street & Number)	City	County	
4	Signature	Printed Name		Date of Signing
	Residence Address (Street & Number)	City	County	
5	Signature	Printed Name		Date of Signing
	Residence Address (Street & Number)	City	County	

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6	Signature	Printed Name		Date of Signing
	Residence Address (Street & Number)	City	County	
7	Signature	Printed Name		Date of Signing
	Residence Address (Street & Number)	City	County	
8	Signature	Printed Name		Date of Signing
	Residence Address (Street & Number)	City	County	
9	Signature	Printed Name		Date of Signing
	Residence Address (Street & Number)	City	County	
10	Signature	Printed Name		Date of Signing
	Residence Address (Street & Number)	City	County	

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11	Signature	Printed Name		Date of Signing
	Residence Address (Street & Number)	City	County	
12	Signature	Printed Name		Date of Signing
	Residence Address (Street & Number)	City	County	
13	Signature	Printed Name		Date of Signing
	Residence Address (Street & Number)	City	County	
14	Signature	Printed Name		Date of Signing
	Residence Address (Street & Number)	City	County	
15	Signature	Printed Name		Date of Signing
	Residence Address (Street & Number)	City	County	

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SUMMARY OF PROPOSED INITIATIVE:

16	Signature	Printed Name	Date of Signing
	Residence Address (Street & Number)	City	County
17	Signature	Printed Name	Date of Signing
	Residence Address (Street & Number)	City	
18	Signature	Printed Name	Date of Signing
	Residence Address (Street & Number)	City	
19	Signature	Printed Name	Date of Signing
	Residence Address (Street & Number)	City	
20	Signature	Printed Name	Date of Signing
	Residence Address (Street & Number)	City	

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21	Signature	Printed Name		Date of Signing
	Residence Address (Street & Number)	City	County	
22	Signature	Printed Name		Date of Signing
	Residence Address (Street & Number)	City	County	
23	Signature	Printed Name		Date of Signing
	Residence Address (Street & Number)	City	County	
24	Signature	Printed Name		Date of Signing
	Residence Address (Street & Number)	City	County	
25	Signature	Printed Name		Date of Signing
	Residence Address (Street & Number)	City	County	

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26	Signature	Printed Name		Date of Signing
	Residence Address (Street & Number)	City	County	
27	Signature	Printed Name		Date of Signing
	Residence Address (Street & Number)	City	County	
28	Signature	Printed Name		Date of Signing
	Residence Address (Street & Number)	City	County	
29	Signature	Printed Name		Date of Signing
	Residence Address (Street & Number)	City	County	
30	Signature	Printed Name		Date of Signing
	Residence Address (Street & Number)	City	County	

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31	Signature	Printed Name		Date of Signing
	Residence Address (Street & Number)	City	County	
32	Signature	Printed Name		Date of Signing
	Residence Address (Street & Number)	City	County	
33	Signature	Printed Name		Date of Signing
	Residence Address (Street & Number)	City	County	
34	Signature	Printed Name		Date of Signing
	Residence Address (Street & Number)	City	County	
35	Signature	Printed Name		Date of Signing
	Residence Address (Street & Number)	City	County	

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	Residence Address (Street & Number)	City	County	
37	Signature	Printed Name		Date of Signing
	Residence Address (Street & Number)	City	County	
38	Signature	Printed Name		Date of Signing
	Residence Address (Street & Number)	City	County	
39	Signature	Printed Name		Date of Signing
	Residence Address (Street & Number)	City	County	
40	Signature	Printed Name		Date of Signing
	Residence Address (Street & Number)	City	County	

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	Residence Address (Street & Number)	City	County	
42	Signature	Printed Name		Date of Signing
	Residence Address (Street & Number)	City	County	
43	Signature	Printed Name		Date of Signing
	Residence Address (Street & Number)	City	County	
44	Signature	Printed Name		Date of Signing
	Residence Address (Street & Number)	City	County	
45	Signature	Printed Name		Date of Signing
	Residence Address (Street & Number)	City	County	

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SUMMARY OF PROPOSED INITIATIVE:

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	Residence Address (Street & Number)	City	County	
47	Signature	Printed Name		Date of Signing
	Residence Address (Street & Number)	City	County	
48	Signature	Printed Name		Date of Signing
	Residence Address (Street & Number)	City	County	
49	Signature	Printed Name		Date of Signing
	Residence Address (Street & Number)	City	County	
50	Signature	Printed Name		Date of Signing
	Residence Address (Street & Number)	City	County	



PROCLAMATION
Flag Day June 14, 2024
National Flag Week June 9 – 15, 2024

WHEREAS, In 1916, President Woodrow Wilson established June 14th of each year as Flag Day; and

WHEREAS, Flag Day marks the Second Continental Congress' adoption of the first U.S. national flag on June 14, 1777; and

WHEREAS, the first U.S. flag featured the same 13 red and white stripes as seen in the flag today, while the number and arrangement of stars has changed as the number of states has increased; and

WHEREAS, Americans have commemorated the adoption of the Stars and Stripes in many ways – displaying the flag proudly in front of homes, at parades and other patriotic observances; and

WHEREAS, the U.S. flag serves as a guiding symbol of our nation's journey;

NOW, THEREFORE, I, Colleen Whitlow, Mayor of the Town of Mead, Weld County, Colorado, do hereby proclaim June 14, 2024, as **Flag Day** and the week of June 9 through June 15, 2024 as **National Flag Week**. I call upon all citizens of the Town of Mead to observe Flag Day and National Flag Week by displaying the flag of the United States of America.

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

On this 10th day of June, 2024

Colleen G. Whitlow
Mayor



MINUTES

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

WORK SESSION:

Dr Don Haddad, Superintendent
St Vrain Valley School District

II. 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
Trustee David Adams
Trustee Chris Parr
Trustee Herman Schranz

Absent

Mayor Pro Tem Chris Cartwright
Trustee Debra Brodhead
Trustee Trisha Harris

Also present: Town Manager Helen Migchelbrink; 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

2. Moment of Silence

Mayor Whitlow requested the observance of a moment of silence to honor and mourn military personnel that have died while serving our country.

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 Trustee Parr, to approve the agenda. Motion carried 4-0, on a roll call vote.

5. Staff Report: Town Manager Report

a. Manager Report

Town Manager Helen Migchelbrink discussed CML district meeting; Fishing is Fun event; Peddlers license application from Xfinity; groundbreaking ceremony for I-25 Segment 5. The Board discussed the possible need for a stop sign at WCR7 and WCR 38.

6. 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.

7. **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 May 13, 2024
- b. April 2024 Financial Statements
- c. Check Register May 28, 2024
- d. **Resolution No. 43-R-2024** – A Resolution of the Town of Mead, Colorado, Adopting a Comprehensive Fee Schedule
- e. **Resolution No. 44-R-2024** – A Resolution of the Town of Mead, Colorado, Granting Conditional Acceptance of the County Road 32 Widening Improvements Associated with Phase 1A and Future Phase (Range View Estates Final Plat)
- f. **Resolution No. 45-R-2024** – A Resolution of the Town of Mead, Colorado, Approving an Agreement for Professional Services with CTL/Thompson, Inc. for On-Call Materials Testing and Special Inspection Services for Local, State, or Federally Funded Projects
- g. **Resolution No. 46-R-2024** – A Resolution of the Town of Mead, Colorado, Awarding the Bid and Approving a Construction Agreement Between the Town and A-1 Chipseal Company for the Street Resurfacing Project (IFB 2024-004)
- h. **Resolution No. 47-R-2024** – A Resolution of the Town of Mead, Colorado, Approving a Task Order for Wilson & Company, Inc., Engineers & Architects to Complete Topographic Survey and Design Services for the Sekich Business Park

Motion was made by Trustee Adams, seconded by Trustee Parr, to approve the consent agenda. Motion carried 4-0, on a roll call vote.

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

Autumn Todd and Tom Wilczynski requested the Board to consider adding an initiative on the ballot for legalized cannabis. Staff will be presenting the Board with options.

9. Legislative Session Recap

Town Attorney Marcus McAskin provided an update on the four bills that the Board opposed.

10. Elected Official Reports

- a. Town Trustees

The Trustees had no further comments at this time.

- b. Mayor Whitlow

Mayor Whitlow discussed Coffee with the Mayor and Fishing is Fun event.

11. Adjournment

Motion was made by Trustee Schranz, seconded by Trustee Adams, to adjourn the meeting. Motion carried 4-0, on a roll call vote.

The Regular Meeting of the Town of Mead Board of Trustees adjourned at approximately 6:30 p.m. on Tuesday, May 28, 2024.

Colleen G. Whitlow, Mayor

ATTEST:

Marisol Herman, Deputy Town Clerk

Report Criteria:

- Aging by Date
- Aged using Payment Date

Customer Number	Name	Balance	Future	Current	Over 30	Over 60	Over 90	Over 120	Over 150
1	St. Vrain Valley School District	2,215.36	2,215.36	-	-	-	-	-	-
45	Mead Development Group, Inc.	63,890.86	-	63,890.86	-	-	-	-	-
214	Mead Towne Center	5,750.00	-	-	-	-	-	-	5,750.00
239	Gopher Gulch	1,747.00-	-	1,747.00-	-	-	-	-	-
256	Prosper Land & Development LLC	13,585.25	-	8,897.75	-	32.50	1,885.00	130.00	2,640.00
270	Highland Development Services Inc	1,181.70	-	1,181.70	262.60-	152.51-	-	718.62-	1,133.73
280	Benson Farms - MD	2,430.25-	-	-	-	-	-	-	2,430.25-
282	Agfinity, Inc	262.60	-	262.60	-	-	-	-	-
285	Boulder Scientific Company, LLC	2,360.00-	-	-	-	-	-	-	2,360.00-
290	Forestar Real Estate Group	3,505.00-	-	130.00-	3,375.00-	-	-	-	-
292	BREG Industrial Development	13,686.09	-	-	-	-	694.38	65.65	12,926.06
294	QuikTrip Corp	7,770.50	-	7,770.50	-	-	-	-	-
296	Silver Point Development	15,238.53	-	3,569.34	-	1,617.01	1,785.68	2,672.25	5,594.25
297	Meadow Ridge Development, Inc	212.10	-	212.10	-	-	-	-	-
298	Century Land Holdings LLC	1,010.00	-	1,010.00	-	-	-	-	-
299	Lizondo Futbol Academy LLC	1,392.79	-	1,144.84	-	-	65.65	-	182.30
307	Tharaldson c/o Ventana Capital, Inc	2,517.93	-	2,517.93	-	-	-	-	-
320	Lorson South Land Corp c/o Landhuis C	575.70	-	575.70	-	-	-	-	-
323	Enyo Power Partners, LLC	6,332.83	-	6,332.83	-	-	-	-	-
325	Red Barn Metropolitan District	2,203.05-	-	-	-	-	-	-	2,203.05-
326	AMK Properties LLC	9,403.20	4,879.57	3,451.00	345.93	726.70	-	-	-
327	17790 CR 7 LLC	69.44	-	-	-	69.44	-	-	-
329	Club Car Wash Operating LLC	2,109.89	2,109.89	-	-	-	-	-	-
331	Mountain Legacy LLC	3,005.77	-	-	-	-	-	-	3,005.77
336	Front Range Investment Holdings LLC	123,555.29-	-	-	-	-	-	-	123,555.29
338	JMB Collection LLC	795.88	795.88	-	-	-	-	-	-
339	Vaulter Real Estate / Investments	170.70-	-	-	-	-	-	170.70-	-
341	Grand Meadow Investors LLC	1,876.58	1,654.38	222.20	-	-	-	-	-
344	Mead Victory Investments LLC	131.30	131.30	-	-	-	-	-	-
345	Zak Dirt	994.85	526.21	468.64	-	-	-	-	-
346	Mountain View Fire Protection District	3,419.00	3,419.00	-	-	-	-	-	-
347	Mead Industrial Development Group	1,318.05	1,318.05	-	-	-	-	-	-
349	Alphabet Investments, Inc	131.30	131.30	-	-	-	-	-	-
9997	Misc AR Invoices	474.81	474.81	-	-	-	-	-	-
Grand Totals:		23,381.02	17,655.75	99,630.99	3,291.67-	2,293.14	4,430.71	1,978.58	99,316.48-

Report Criteria:
 Report type: GL detail

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
05/24	05/29/2024	38358	Weld County Combined Courts	20240528 W	14-40-5500	Case #2024CV30061 - USASIA Property	91,200.00
Total 38358:							91,200.00
06/24	06/10/2024	38359	303 Sign Company	4859	01-40-5215	New TH Sign	2,733.30
Total 38359:							2,733.30
06/24	06/10/2024	38360	ADAMSON POLICE PRODUCTS	INV414716	01-42-5254	Uniform and Tools	47.95
06/24	06/10/2024	38360	ADAMSON POLICE PRODUCTS	INV415229	01-42-5254	Uniform	234.90
06/24	06/10/2024	38360	ADAMSON POLICE PRODUCTS	INV415619	01-42-5254	Uniform	131.31
Total 38360:							414.16
06/24	06/10/2024	38361	Alderman Bernstein LLC	19995	14-40-5500	3rd & Welker	3,375.00
Total 38361:							3,375.00
06/24	06/10/2024	38362	All Copy Products, Inc.	AR4333803	01-40-5315	Copies	74.68
06/24	06/10/2024	38362	All Copy Products, Inc.	AR4379146	01-47-5315	Copies	82.49
Total 38362:							157.17
06/24	06/10/2024	38363	Amazon Capital Services Inc	139Q-TLVK-	01-48-5330	CMCA Training - MH	20.84
06/24	06/10/2024	38363	Amazon Capital Services Inc	13CC-GNFC-	01-40-5200	Supplies	214.36
06/24	06/10/2024	38363	Amazon Capital Services Inc	1Q9L-DT4G-	01-49-5260	Rec Supplies	65.45
06/24	06/10/2024	38363	Amazon Capital Services Inc	1YNG-7GNN	01-42-5210	Supplies	23.99
06/24	06/10/2024	38363	Amazon Capital Services Inc	1YVM-7PG1-	01-42-5210	Supplies	23.99
Total 38363:							348.63
06/24	06/10/2024	38364	APPLIED CONCEPTS, INC.	S301461	01-42-5500	Speed Trailer - Capital Outlay	8,000.00
06/24	06/10/2024	38364	APPLIED CONCEPTS, INC.	S301461	01-42-5255	Speed Trailer - Capital Outlay	2,990.00
Total 38364:							10,990.00
06/24	06/10/2024	38365	Arborado, LLC	00002109	01-45-5371	Tree Care	5,220.00
Total 38365:							5,220.00
06/24	06/10/2024	38366	Ausmus Law Firm PC	8816	01-48-5455	Municipal Prosecutor - June	1,000.00
Total 38366:							1,000.00
06/24	06/10/2024	38367	BK Tire	37973	01-42-5216	Unit #9	24.00
Total 38367:							24.00
06/24	06/10/2024	38368	BUCKEYE WELDING SUPPLY C	05093755	04-44-5369	Cylinder Rental	7.65
Total 38368:							7.65
06/24	06/10/2024	38369	Business Oriented Software Soluti	BOSS811240	04-44-5201	Annl Software Subscription - 8/1/24 - 7/3	2,000.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 38369:							2,000.00
06/24	06/10/2024	38370	Bustos Backflow Service	05.10.24 - B	01-45-5372	State/LTWD required BF testing for irrigat	500.00
Total 38370:							500.00
06/24	06/10/2024	38371	Colorado Automated Gates LLC	10081	01-42-5215	Gate at PD	954.00
Total 38371:							954.00
06/24	06/10/2024	38372	CPS HR Consulting	0013332	01-40-5401	HR Consultant	2,633.91
06/24	06/10/2024	38372	CPS HR Consulting	0013332	06-40-5401	HR Consultant	131.06
06/24	06/10/2024	38372	CPS HR Consulting	0013332	20-40-5401	HR Consultant	102.96
Total 38372:							2,867.93
06/24	06/10/2024	38373	David Jay Thrower	06012024ME	01-48-5040	Municipal court judge - May	1,500.00
Total 38373:							1,500.00
06/24	06/10/2024	38374	DBC Irrigation Supply	S5434239.00	01-45-5372	Irrigation	120.21
06/24	06/10/2024	38374	DBC Irrigation Supply	S5434239.00	01-45-5372	Irrigation	254.42
06/24	06/10/2024	38374	DBC Irrigation Supply	S5437972.00	01-45-5372	Irrigation	39.08
Total 38374:							413.71
06/24	06/10/2024	38375	Denali Water Solutions LLC	INV807608	06-47-5231	Sludge Disposal	1,365.28
06/24	06/10/2024	38375	Denali Water Solutions LLC	INV821793	06-47-5231	Sludge Disposal	911.40
Total 38375:							2,276.68
06/24	06/10/2024	38376	DGO ACCESS	97016	01-47-5215	PW Gate Repair	1,664.55
Total 38376:							1,664.55
06/24	06/10/2024	38377	Ditesco LLC	2024-187	09-51-5500	Community Center	4,422.50
Total 38377:							4,422.50
06/24	06/10/2024	38378	Dohn Construction, Inc	1	09-51-5500	Community Center	619,113.80
06/24	06/10/2024	38378	Dohn Construction, Inc	1	09-02-2005	Community Center - retainage	30,955.49-
Total 38378:							588,158.31
06/24	06/10/2024	38379	Elan Cardmember Service	1368 05/29/2	01-49-5260	Rockies baseball youth parade	78.00
06/24	06/10/2024	38379	Elan Cardmember Service	1368 05/29/2	01-49-5203	Lorelei shirts	207.76
06/24	06/10/2024	38379	Elan Cardmember Service	1368 05/29/2	01-49-5262	Arbor Day event webniar	35.00
06/24	06/10/2024	38379	Elan Cardmember Service	1368 05/29/2	01-49-5349	wellness subscription	140.00
06/24	06/10/2024	38379	Elan Cardmember Service	1368 05/29/2	01-49-5160	rec shirts for resale	1,510.94
06/24	06/10/2024	38379	Elan Cardmember Service	1368 05/29/2	01-49-5236	Facebook ad	13.67
06/24	06/10/2024	38379	Elan Cardmember Service	1368 05/29/2	01-49-5262	National Night Out event	373.00
06/24	06/10/2024	38379	Elan Cardmember Service	1368 05/29/2	01-49-5700	Flowers for senior	98.18
06/24	06/10/2024	38379	Elan Cardmember Service	1368 05/29/2	01-49-5331	newsletter subscription	45.00
06/24	06/10/2024	38379	Elan Cardmember Service	1368 05/29/2	01-49-5236	brochures	130.00
06/24	06/10/2024	38379	Elan Cardmember Service	1368 05/29/2	01-49-5330	Parks & Rec Conference	735.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
06/24	06/10/2024	38379	Elan Cardmember Service	1368 05/29/2	01-49-5349	nectar rewards	289.48
06/24	06/10/2024	38379	Elan Cardmember Service	1368 05/29/2	01-49-5330	NPRA Conference	392.96
06/24	06/10/2024	38379	Elan Cardmember Service	1368 05/29/2	01-49-5265	senior bingo	87.26
06/24	06/10/2024	38379	Elan Cardmember Service	1368 05/29/2	01-49-5331	URL subscription	35.00
06/24	06/10/2024	38379	Elan Cardmember Service	1368 05/29/2	01-49-5216	truck wash	1.00
06/24	06/10/2024	38379	Elan Cardmember Service	1368 05/29/2	01-49-5330	Lorelei conference	999.00
06/24	06/10/2024	38379	Elan Cardmember Service	1368 05/29/2	01-49-5260	rec supplies	67.34
06/24	06/10/2024	38379	Elan Cardmember Service	1368 05/29/2	01-49-5236	outreach	50.00
06/24	06/10/2024	38379	Elan Cardmember Service	1368 05/29/2	01-49-5349	employee activities	50.00
06/24	06/10/2024	38379	Elan Cardmember Service	1368 05/29/2	01-41-5331	zoom webinar	79.00
06/24	06/10/2024	38379	Elan Cardmember Service	1368 05/29/2	01-49-5260	rec activities	172.78
06/24	06/10/2024	38379	Elan Cardmember Service	1368 05/29/2	01-49-5260	rec activities	5.11
06/24	06/10/2024	38379	Elan Cardmember Service	1454 05/29/2	01-43-5700	Com Dev team mtg	132.94
06/24	06/10/2024	38379	Elan Cardmember Service	3448 05/29/2	01-42-5330	1 x2's for Firearms Training	65.68
06/24	06/10/2024	38379	Elan Cardmember Service	3448 05/29/2	01-42-5330	Hotel for ICAC IT Training	1,052.50
06/24	06/10/2024	38379	Elan Cardmember Service	3514 05/29/2	01-40-5331	Online Subscription - No Receipt	6.99
06/24	06/10/2024	38379	Elan Cardmember Service	3514 05/29/2	01-42-5700	Food for PD	18.91
06/24	06/10/2024	38379	Elan Cardmember Service	3514 05/29/2	01-47-5700	Food for PW	18.90
06/24	06/10/2024	38379	Elan Cardmember Service	3514 05/29/2	01-40-5201	Wireless Headphones	204.49
06/24	06/10/2024	38379	Elan Cardmember Service	3514 05/29/2	01-42-5330	PD Training - 470 Toll	25.55
06/24	06/10/2024	38379	Elan Cardmember Service	3514 05/29/2	01-47-5330	PW Training - 470 Toll	17.75
06/24	06/10/2024	38379	Elan Cardmember Service	5590 05/29/2	01-47-5216	Sr. Inspector monthly car wash	18.00
06/24	06/10/2024	38379	Elan Cardmember Service	5590 05/29/2	01-47-5200	Office Supplies	36.45
06/24	06/10/2024	38379	Elan Cardmember Service	6819 05/29/2	01-42-5700	Coffee (x2) with Community Member	13.25
06/24	06/10/2024	38379	Elan Cardmember Service	6819 05/29/2	01-42-5330	Food for training	21.27
06/24	06/10/2024	38379	Elan Cardmember Service	6819 05/29/2	01-42-5330	Food for training	16.48
06/24	06/10/2024	38379	Elan Cardmember Service	6819 05/29/2	01-42-5216	Lock for Falcon Flex camera	116.41
06/24	06/10/2024	38379	Elan Cardmember Service	6819 05/29/2	01-42-5700	Community Service - gift for elementary	5.34
06/24	06/10/2024	38379	Elan Cardmember Service	6819 05/29/2	01-42-5330	Food for training	90.15
06/24	06/10/2024	38379	Elan Cardmember Service	6819 05/29/2	01-42-5700	Community Service - gift for elementary	10.65
06/24	06/10/2024	38379	Elan Cardmember Service	6819 05/29/2	01-42-5700	Community Service - Special Olympics T	212.18
06/24	06/10/2024	38379	Elan Cardmember Service	6819 05/29/2	01-42-5210	Light bulb for west PD entrance	7.47
06/24	06/10/2024	38379	Elan Cardmember Service	6819 05/29/2	01-42-5200	Coffee creamer	5.49
06/24	06/10/2024	38379	Elan Cardmember Service	6819 05/29/2	01-42-5210	Staple gun/staples for Range	78.85
06/24	06/10/2024	38379	Elan Cardmember Service	6819 05/29/2	01-42-5200	9v battery (x4) for rifle safe	23.98
06/24	06/10/2024	38379	Elan Cardmember Service	7665 05/29/2	04-44-5330	Transporation - Training Kansas BH	52.75
06/24	06/10/2024	38379	Elan Cardmember Service	7665 05/29/2	04-44-5330	Meals 4/28/24 - Training Kansas BH	92.28
06/24	06/10/2024	38379	Elan Cardmember Service	7665 05/29/2	04-44-5330	Meals 4/28/24 - Training Kansas BH	59.71
06/24	06/10/2024	38379	Elan Cardmember Service	7665 05/29/2	04-44-5330	Books - Training Kansas BH	25.00
06/24	06/10/2024	38379	Elan Cardmember Service	7665 05/29/2	01-47-5203	Uniform	65.00
06/24	06/10/2024	38379	Elan Cardmember Service	7665 05/29/2	04-44-5330	Meals 4/30/24 - Training Kansas BH	67.85
06/24	06/10/2024	38379	Elan Cardmember Service	7665 05/29/2	04-44-5330	Transporation - Training Kansas BH	60.00
06/24	06/10/2024	38379	Elan Cardmember Service	7665 05/29/2	04-44-5330	Hotel - Training Kansas BH	18.08
06/24	06/10/2024	38379	Elan Cardmember Service	7665 05/29/2	04-44-5330	Hotel - Training Kansas BH	700.20
06/24	06/10/2024	38379	Elan Cardmember Service	7665 05/29/2	04-44-5330	Airport parking - Training Kansas BH	120.00
06/24	06/10/2024	38379	Elan Cardmember Service	7665 05/29/2	04-44-5254	Tools	234.95
06/24	06/10/2024	38379	Elan Cardmember Service	7665 05/29/2	04-44-5254	Tools	2,572.45
06/24	06/10/2024	38379	Elan Cardmember Service	7665 05/29/2	01-45-5330	Training - CPSI TM & JM	1,250.00
06/24	06/10/2024	38379	Elan Cardmember Service	7665 05/29/2	01-47-5210	Operating Supplies	192.40
06/24	06/10/2024	38379	Elan Cardmember Service	7665 05/29/2	04-44-5201	Fleetio Vehicle Plan	54.75
06/24	06/10/2024	38379	Elan Cardmember Service	7665 05/29/2	04-44-5254	Tools	129.95
06/24	06/10/2024	38379	Elan Cardmember Service	7665 05/29/2	01-45-5330	Hotel - Training CPSI TM	419.88
06/24	06/10/2024	38379	Elan Cardmember Service	7665 05/29/2	01-45-5330	Hotel - Training CPSI JM	419.88
06/24	06/10/2024	38379	Elan Cardmember Service	7700 05/29/2	01-40-5331	Online Subscription - No Receipt	11.00
06/24	06/10/2024	38379	Elan Cardmember Service	7700 05/29/2	01-40-5205	Postage	9.85
06/24	06/10/2024	38379	Elan Cardmember Service	7700 05/29/2	01-41-5700	All Staff Meeting	94.57

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
06/24	06/10/2024	38379	Elan Cardmember Service	7700 05/29/2	01-40-5700	All Staff Meeting	43.47
06/24	06/10/2024	38379	Elan Cardmember Service	7700 05/29/2	01-40-5331	Online Subscription - No Receipt	23.82
06/24	06/10/2024	38379	Elan Cardmember Service	7700 05/29/2	01-40-5205	Postage	19.70
06/24	06/10/2024	38379	Elan Cardmember Service	7700 05/29/2	01-40-5700	All Staff Meeting	211.83
06/24	06/10/2024	38379	Elan Cardmember Service	7700 05/29/2	01-41-5430	Doc copies	.50
06/24	06/10/2024	38379	Elan Cardmember Service	7700 05/29/2	01-40-5205	Postage	9.85
06/24	06/10/2024	38379	Elan Cardmember Service	7700 05/29/2	01-40-5205	Postage	9.85
06/24	06/10/2024	38379	Elan Cardmember Service	7700 05/29/2	01-40-5331	Online Subscription - No Receipt	9.99
06/24	06/10/2024	38379	Elan Cardmember Service	7700 05/29/2	01-40-5700	Admin Week	72.95
06/24	06/10/2024	38379	Elan Cardmember Service	7700 05/29/2	01-41-5700	Clerks week	16.98
06/24	06/10/2024	38379	Elan Cardmember Service	7700 05/29/2	01-40-5700	Admin Week	80.00
06/24	06/10/2024	38379	Elan Cardmember Service	7700 05/29/2	01-41-5841	Board Outreach	70.00
06/24	06/10/2024	38379	Elan Cardmember Service	7700 05/29/2	01-40-5330	HR Training	895.00
06/24	06/10/2024	38379	Elan Cardmember Service	7700 05/29/2	01-41-5700	BOT Meeting	87.94
06/24	06/10/2024	38379	Elan Cardmember Service	7700 05/29/2	01-40-5200	Office Supplies	41.95
06/24	06/10/2024	38379	Elan Cardmember Service	7700 05/29/2	01-40-5205	Postage	163.56
06/24	06/10/2024	38379	Elan Cardmember Service	7700 05/29/2	01-41-5700	BOT Meeting	79.86
06/24	06/10/2024	38379	Elan Cardmember Service	7700 05/29/2	01-48-5330	CAMCA Conference - MH - Hotel	52.00
06/24	06/10/2024	38379	Elan Cardmember Service	7700 05/29/2	01-40-5205	Postage	18.91
06/24	06/10/2024	38379	Elan Cardmember Service	7700 05/29/2	01-40-5331	Online Subscription - No Receipt	18.99
06/24	06/10/2024	38379	Elan Cardmember Service	7700 05/29/2	01-40-5205	Postage	9.85
06/24	06/10/2024	38379	Elan Cardmember Service	7700 05/29/2	01-40-5205	Postage	9.85
06/24	06/10/2024	38379	Elan Cardmember Service	7700 05/29/2	01-40-5331	Notary Application - KB	10.00
06/24	06/10/2024	38379	Elan Cardmember Service	7700 05/29/2	01-41-5330	IIMC Conference - MS	24.73
06/24	06/10/2024	38379	Elan Cardmember Service	7700 05/29/2	01-40-5331	Microsoft 365 Subscription	851.00
06/24	06/10/2024	38379	Elan Cardmember Service	7700 05/29/2	01-41-5330	IIMC Conference - MS	824.65
06/24	06/10/2024	38379	Elan Cardmember Service	9596 05/29/2	01-42-5330	CACP Registration Fee	495.00
06/24	06/10/2024	38379	Elan Cardmember Service	9596 05/29/2	01-42-5216	Carwash x3 - 4/26	48.00
06/24	06/10/2024	38379	Elan Cardmember Service	9596 05/29/2	01-42-5700	Firehouse Subs	29.78
06/24	06/10/2024	38379	Elan Cardmember Service	9596 05/29/2	01-42-5216	Carwash x11 - 4/29	176.00
06/24	06/10/2024	38379	Elan Cardmember Service	9596 05/29/2	01-42-5210	Drug Tests	105.00
06/24	06/10/2024	38379	Elan Cardmember Service	9596 05/29/2	01-42-5201	Adobe	19.99
06/24	06/10/2024	38379	Elan Cardmember Service	9596 05/29/2	01-42-5330	Training Lunch	11.99
06/24	06/10/2024	38379	Elan Cardmember Service	9596 05/29/2	01-42-5330	Training Lunch	90.15
06/24	06/10/2024	38379	Elan Cardmember Service	9596 05/29/2	01-42-5330	Training Parking	41.99
06/24	06/10/2024	38379	Elan Cardmember Service	9596 05/29/2	01-42-5330	Contesting these charges - Hotel Chg	50.00
06/24	06/10/2024	38379	Elan Cardmember Service	9596 05/29/2	01-42-5201	Adobe	12.99
06/24	06/10/2024	38379	Elan Cardmember Service	9596 05/29/2	01-42-5330	Contesting these charges - Hotel Chg	249.15
06/24	06/10/2024	38379	Elan Cardmember Service	9596 05/29/2	01-42-5330	Training Parking	44.96
06/24	06/10/2024	38379	Elan Cardmember Service	9596 05/29/2	01-42-5200	Thank you cards	73.85
06/24	06/10/2024	38379	Elan Cardmember Service	9596 05/29/2	01-42-5330	Training Parking	6.74
06/24	06/10/2024	38379	Elan Cardmember Service	9596 05/29/2	01-42-5330	Training Parking	21.49
06/24	06/10/2024	38379	Elan Cardmember Service	9596 05/29/2	01-42-5330	Training Parking	3.00
06/24	06/10/2024	38379	Elan Cardmember Service	9596 05/29/2	01-42-5330	Training Parking	3.21
06/24	06/10/2024	38379	Elan Cardmember Service	9596 05/29/2	01-42-5201	Adobe	19.99
06/24	06/10/2024	38379	Elan Cardmember Service	9596 05/29/2	01-42-5330	Training Parking	20.00
06/24	06/10/2024	38379	Elan Cardmember Service	9596 05/29/2	01-42-5330	Training Parking	39.93
06/24	06/10/2024	38379	Elan Cardmember Service	9596 05/29/2	01-42-5330	Training Parking	5.98
06/24	06/10/2024	38379	Elan Cardmember Service	9596 05/29/2	01-42-5216	Carwash x 14 - 5/28	224.00
06/24	06/10/2024	38379	Elan Cardmember Service	9596 05/29/2	01-42-5216	Car 14 Subscription	15.00
06/24	06/10/2024	38379	Elan Cardmember Service	9596 05/29/2	01-42-5255	Vault Repair	368.53
06/24	06/10/2024	38379	Elan Cardmember Service	9596 05/29/2	01-42-5330	Training	733.77
Total 38379:							21,013.43
06/24	06/10/2024	38380	FASTENAL	COLON1077	01-47-5210	Locate paint - DK	609.74

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
06/24	06/10/2024	38380	FASTENAL	COLON1079	04-44-5252	Parts/Supplies	4.81
Total 38380:							614.55
06/24	06/10/2024	38381	Felsburg Holt & Ullevig	41031	14-40-5500	3rd & Welker - March/April	13,517.50
Total 38381:							13,517.50
06/24	06/10/2024	38382	Gene & Lisa Gustafson	05282024 G	99-01-1075	Refund overpayment. Account 919.04	238.75
Total 38382:							238.75
06/24	06/10/2024	38383	GMCO CORPORATION	24-1958	04-44-5361	Dust Control	9,720.93
Total 38383:							9,720.93
06/24	06/10/2024	38384	Graves Consulting LLC	1462	01-40-5401	2 of 4 Market Update	3,375.00
Total 38384:							3,375.00
06/24	06/10/2024	38385	GRC Consulting Inc	15920	04-44-5360	Street Sweeping - May	3,942.00
Total 38385:							3,942.00
06/24	06/10/2024	38386	HOME DEPOT CREDIT SERVIC	2769 05/21/2	01-47-5215	4011664 - Door closer	118.00
06/24	06/10/2024	38386	HOME DEPOT CREDIT SERVIC	2769 05/21/2	04-44-5254	3024325 - Tools	244.80
06/24	06/10/2024	38386	HOME DEPOT CREDIT SERVIC	2769 05/21/2	01-40-5210	782975 - mini frig	159.99
Total 38386:							522.79
06/24	06/10/2024	38387	Jordan Morris	053124 - MO	01-45-5330	Employee Reimbursement - meals	37.25
Total 38387:							37.25
06/24	06/10/2024	38388	JVA INCORPORATED	16062	06-47-5396	Raterink Repair Issues	918.00
06/24	06/10/2024	38388	JVA INCORPORATED	16193	01-47-5405	TOM General Engineering	1,659.30
06/24	06/10/2024	38388	JVA INCORPORATED	16195	01-47-5405	Schell Farm Drainage Eval	360.00
06/24	06/10/2024	38388	JVA INCORPORATED	16197	01-47-5405	TOM - Design Standards and Specs	1,184.40
06/24	06/10/2024	38388	JVA INCORPORATED	16199	01-02-2615	Club Car Wash (329)	180.00
06/24	06/10/2024	38388	JVA INCORPORATED	16201	01-02-2615	Liberty Ranch Filing #3 (320)	180.00
06/24	06/10/2024	38388	JVA INCORPORATED	16203	01-02-2615	Elevations 25 (296)	540.00
06/24	06/10/2024	38388	JVA INCORPORATED	16205	01-02-2615	Range View Estates (270)	90.00
06/24	06/10/2024	38388	JVA INCORPORATED	16286	01-02-2615	Zak Dirt (345)	540.00
06/24	06/10/2024	38388	JVA INCORPORATED	16287	01-02-2615	O'Reilly Auto Parts (343)	810.00
06/24	06/10/2024	38388	JVA INCORPORATED	16288	01-02-2615	Municipal Facilities (346)	450.00
06/24	06/10/2024	38388	JVA INCORPORATED	16289	01-02-2615	Access 25 (South Postle) (347)	270.00
06/24	06/10/2024	38388	JVA INCORPORATED	16290	01-02-2615	Waterfront Sub Dev (307)	90.00
06/24	06/10/2024	38388	JVA INCORPORATED	16291	01-02-2615	Grand Meadow #1 (341)	946.00
Total 38388:							8,217.70
06/24	06/10/2024	38389	Kaitlyn Newbanks	2024 TUITIO	01-40-5332	Tuition Reimbursement	3,000.00
Total 38389:							3,000.00
06/24	06/10/2024	38390	KLEEN-TECH SERVICES CORP	INV374540	01-40-5050	Janitorial Services-May	715.48

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
06/24	06/10/2024	38390	KLEEN-TECH SERVICES CORP	INV374540	01-42-5050	Janitorial Services-May	876.03
06/24	06/10/2024	38390	KLEEN-TECH SERVICES CORP	INV374540	01-47-5050	Janitorial Services-May	787.78
Total 38390:							2,379.29
06/24	06/10/2024	38391	Landsea Homes of CO LLC	05282024 - L	99-01-1075	Refund overpayment. Account 1836.01	74.98
06/24	06/10/2024	38391	Landsea Homes of CO LLC	05282024 LA	99-01-1075	Overpayment on 1840.01	8.30
06/24	06/10/2024	38391	Landsea Homes of CO LLC	05282024 LA	99-01-1075	Refund overpayment. Account 1835.01	1.58
06/24	06/10/2024	38391	Landsea Homes of CO LLC	05282024 LA	99-01-1075	Refund overpayment. Account 1837.01	11.25
Total 38391:							96.11
06/24	06/10/2024	38392	LITTLE THOMPSON WATER DIS	1003301 5/2	01-47-5305	1341 WC 34	105.72
06/24	06/10/2024	38392	LITTLE THOMPSON WATER DIS	347002 5/20/	04-44-5305	1782 WC 32	34.90
06/24	06/10/2024	38392	LITTLE THOMPSON WATER DIS	607001 5/20/	06-47-5305	5423 WC 32	34.39
06/24	06/10/2024	38392	LITTLE THOMPSON WATER DIS	618801 5/20/	01-45-5305	150 Main St	50.34
06/24	06/10/2024	38392	LITTLE THOMPSON WATER DIS	619202 5/20/	01-45-5305	401 3rd St	34.39
06/24	06/10/2024	38392	LITTLE THOMPSON WATER DIS	619802 5/20/	01-45-5305	242 Dillingham	34.42
06/24	06/10/2024	38392	LITTLE THOMPSON WATER DIS	620201 5/20/	01-45-5305	2700 WC 34.5	2,992.83
06/24	06/10/2024	38392	LITTLE THOMPSON WATER DIS	621801 5/20/	01-45-5305	190 1st St	543.80
06/24	06/10/2024	38392	LITTLE THOMPSON WATER DIS	622501 5/20/	01-45-5305	365 Welker	50.34
06/24	06/10/2024	38392	LITTLE THOMPSON WATER DIS	624409 5/20/	01-42-5305	201 Welker	34.65
06/24	06/10/2024	38392	LITTLE THOMPSON WATER DIS	650402 5/20/	01-40-5305	242 Main St	34.39
06/24	06/10/2024	38392	LITTLE THOMPSON WATER DIS	657602 5/20/	06-47-5305	4504 E Welker	62.21
06/24	06/10/2024	38392	LITTLE THOMPSON WATER DIS	657701 5/20/	01-45-5305	156 Eagle	153.50
06/24	06/10/2024	38392	LITTLE THOMPSON WATER DIS	657801 5/20/	01-42-5305	537 Main Police	79.93
06/24	06/10/2024	38392	LITTLE THOMPSON WATER DIS	657901 5/20/	01-45-5305	16775 North Creek	645.18
06/24	06/10/2024	38392	LITTLE THOMPSON WATER DIS	658001 5/20/	01-45-5305	441 3rd St (6580)	844.85
06/24	06/10/2024	38392	LITTLE THOMPSON WATER DIS	658101 5/20/	01-45-5305	10 Fairburn	50.84
06/24	06/10/2024	38392	LITTLE THOMPSON WATER DIS	658201 5/20/	01-40-5305	441 3rd St	59.02
Total 38392:							5,845.70
06/24	06/10/2024	38393	LONGS PEAK WATER DISTRICT	5200605.01	01-45-5305	Libert Ranch Irrigation	1,261.13
Total 38393:							1,261.13
06/24	06/10/2024	38394	MAC EQUIPMENT INC	477416	01-45-5216	Tube (x4)	22.16
Total 38394:							22.16
06/24	06/10/2024	38395	MAIN STREET MAT COMPANY	223746	01-40-5210	Mat svcs	69.36
06/24	06/10/2024	38395	MAIN STREET MAT COMPANY	223747	01-42-5210	Mat svcs	67.33
06/24	06/10/2024	38395	MAIN STREET MAT COMPANY	223753	01-47-5210	Mat svcs	103.03
Total 38395:							239.72
06/24	06/10/2024	38396	MBI-Medicine for Business and In	865439	01-47-5075	eScreen - BH & JS	141.78
06/24	06/10/2024	38396	MBI-Medicine for Business and In	865439	01-49-5075	eScreen - HS	38.52
Total 38396:							180.30
06/24	06/10/2024	38397	McDonald Farms Enterprises	0065828-IN	06-47-5231	Vac tanker - Haul @ 5245 WCR 32	1,129.00
06/24	06/10/2024	38397	McDonald Farms Enterprises	0109461-IN	06-47-5231	Vac tanker	1,354.00
06/24	06/10/2024	38397	McDonald Farms Enterprises	0111406-IN	06-47-5231	Hauling - 5-15-24	1,169.00
06/24	06/10/2024	38397	McDonald Farms Enterprises	0112427-IN	01-45-5310	PW Rolloff	556.50

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
06/24	06/10/2024	38397	McDonald Farms Enterprises	0112449-IN	06-47-5231	Vac tanker	1,261.50
Total 38397:							5,470.00
06/24	06/10/2024	38398	Michael Baker International	1212893	04-44-5405	Bridge Inspections - Proj 199968	2,488.00
06/24	06/10/2024	38398	Michael Baker International	1213403	04-44-5217	WCR 34 Deck Replacement	5,794.11
Total 38398:							8,282.11
06/24	06/10/2024	38399	MJT Communications	14080	01-43-5201	Summit Conf Rm Laptop Comp	1,315.00
Total 38399:							1,315.00
06/24	06/10/2024	38400	One Way Inc	335058	06-47-5310	D13927E - 4504 Welker Trash	132.74
06/24	06/10/2024	38400	One Way Inc	335087	01-47-5310	D13927G - 1341 County Road 34 Trash	79.49
06/24	06/10/2024	38400	One Way Inc	335221	01-47-5310	D13927H - 1341 County Rd 34 Recycle	105.47
06/24	06/10/2024	38400	One Way Inc	335275	01-42-5310	D13927A - 537 Main St Trash	79.49
06/24	06/10/2024	38400	One Way Inc	335276	01-42-5310	D13927B - 537 Main St Recycle	51.09
06/24	06/10/2024	38400	One Way Inc	335285	01-40-5310	D13927C - 441 Third St Trash	79.49
06/24	06/10/2024	38400	One Way Inc	335286	01-40-5310	D13927D - 441 Third St Recycle	51.09
06/24	06/10/2024	38400	One Way Inc	335328	01-42-5310	D13927F - 201 Welker	27.29
Total 38400:							606.15
06/24	06/10/2024	38401	Pattlen Enterprises Inc	1927581-00	01-45-5500	TORO Workman UTX - Serial #4163453	37,922.74
Total 38401:							37,922.74
06/24	06/10/2024	38402	Police Records & Information Man	26639	01-42-5330	Seminar - BS & MR	543.23
Total 38402:							543.23
06/24	06/10/2024	38403	RAMEY ENVIRONMENTAL COM	27525	06-47-5215	WWTP R&M	2,989.00
06/24	06/10/2024	38403	RAMEY ENVIRONMENTAL COM	27587	06-47-5215	WWTP R&M	4,095.95
06/24	06/10/2024	38403	RAMEY ENVIRONMENTAL COM	27603	06-47-5396	Raterink	472.30
06/24	06/10/2024	38403	RAMEY ENVIRONMENTAL COM	27628	06-47-5390	Wastewater svcs - May	6,065.79
06/24	06/10/2024	38403	RAMEY ENVIRONMENTAL COM	27628	06-47-5215	Equipment	190.00
06/24	06/10/2024	38403	RAMEY ENVIRONMENTAL COM	27628	06-47-5391	Lab Services	278.40
Total 38403:							14,091.44
06/24	06/10/2024	38404	REXEL	S139552116.	01-47-5215	Grader Shed parts	17.04
Total 38404:							17.04
06/24	06/10/2024	38405	Ross Johnson & Cassandra Engli	05282024 JO	99-01-1075	Refund overpayment. Account 1700.02	31.70
Total 38405:							31.70
06/24	06/10/2024	38406	Safety and Construction Supply	14196-IN	04-44-5252	Reflectors	551.40
Total 38406:							551.40
06/24	06/10/2024	38407	SUNRISE ENVIRONMENTAL SCI	146107	04-44-5216	Park Supplies - streak out	105.44
06/24	06/10/2024	38407	SUNRISE ENVIRONMENTAL SCI	146107	01-45-5210	Disinfectant	301.34
06/24	06/10/2024	38407	SUNRISE ENVIRONMENTAL SCI	146107	01-45-5363	Bug Spray	556.21

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 38407:							962.99
06/24	06/10/2024	38408	SYMBOLARTS, LLC	395186	01-42-5254	Badges & Tin x2	300.00
Total 38408:							300.00
06/24	06/10/2024	38409	TDS	0006545 05/	01-40-5325	Internet	460.30
06/24	06/10/2024	38409	TDS	0014762 05/	01-42-5325	Internet - June	132.45
Total 38409:							592.75
06/24	06/10/2024	38410	THE HARTFORD-GROUP BENE	9247083040	01-40-5066	STD / LTD Insurance	222.15
06/24	06/10/2024	38410	THE HARTFORD-GROUP BENE	9247083040	01-41-5066	STD / LTD Insurance	10.14
06/24	06/10/2024	38410	THE HARTFORD-GROUP BENE	9247083040	01-42-5066	STD / LTD Insurance	407.66
06/24	06/10/2024	38410	THE HARTFORD-GROUP BENE	9247083040	01-43-5066	STD / LTD Insurance	234.99
06/24	06/10/2024	38410	THE HARTFORD-GROUP BENE	9247083040	04-44-5066	STD / LTD Insurance	262.73
06/24	06/10/2024	38410	THE HARTFORD-GROUP BENE	9247083040	01-45-5066	STD / LTD Insurance	249.35
06/24	06/10/2024	38410	THE HARTFORD-GROUP BENE	9247083040	01-47-5066	STD / LTD Insurance	220.53
06/24	06/10/2024	38410	THE HARTFORD-GROUP BENE	9247083040	01-48-5066	STD / LTD Insurance	32.34
06/24	06/10/2024	38410	THE HARTFORD-GROUP BENE	9247083040	01-49-5066	STD / LTD Insurance	119.49
06/24	06/10/2024	38410	THE HARTFORD-GROUP BENE	9247083040	06-40-5066	STD / LTD Insurance	123.44
06/24	06/10/2024	38410	THE HARTFORD-GROUP BENE	9247083040	20-40-5066	STD / LTD Insurance	100.82
Total 38410:							1,983.64
06/24	06/10/2024	38411	TOWN OF MEAD	18.02 - 06/01	01-40-5305	242 Dillingham Ave	49.82
06/24	06/10/2024	38411	TOWN OF MEAD	31.11 - 06/01/	01-42-5305	201 Welker Sewer	45.28
06/24	06/10/2024	38411	TOWN OF MEAD	338.01 - 06/0	01-40-5305	Town Hall Sewer	59.77
06/24	06/10/2024	38411	TOWN OF MEAD	453.01 - 06/0	01-42-5305	PD Sewer (535 Main St)	136.15
06/24	06/10/2024	38411	TOWN OF MEAD	478.02 - 06/0	01-40-5305	242 Main St	49.82
06/24	06/10/2024	38411	TOWN OF MEAD	566.02 - 06/0	01-45-5305	Bean Plant Sewer (401 Third St)	49.82
06/24	06/10/2024	38411	TOWN OF MEAD	630.04 - 06/0	01-40-5305	505 3rd St Sewer	49.82
Total 38411:							440.48
06/24	06/10/2024	38412	Trinity Tools Inc	0017477-IN	04-44-5254	Tools	220.65
06/24	06/10/2024	38412	Trinity Tools Inc	0017490-IN	04-44-5254	Tools	599.00
06/24	06/10/2024	38412	Trinity Tools Inc	0017520-IN	04-44-5254	Tools	344.95
Total 38412:							1,164.60
06/24	06/10/2024	38413	UNITED RENTALS INC.	233939912-0	04-44-5361	Equipment Rental - Water Truck CR 7 Du	1,451.00
06/24	06/10/2024	38413	UNITED RENTALS INC.	234397401-0	04-44-5361	Equipment Rental - Water Truck	472.00
Total 38413:							1,923.00
06/24	06/10/2024	38414	University Auto Parts, Inc	312656	04-44-5216	PW 02	17.88
06/24	06/10/2024	38414	University Auto Parts, Inc	312704	04-44-5216	PW 03 - RAM	77.61
06/24	06/10/2024	38414	University Auto Parts, Inc	313425	04-44-5216	PW02	17.04
Total 38414:							112.53
06/24	06/10/2024	38415	YourMembership.com, Inc	R67509399	01-49-5075	Rec Assistant Recruitment	129.00

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 38415:							129.00
06/24	06/05/2024	60524100	All Copy Products Inc	529107450	01-40-5315	Copier Lease	126.42
06/24	06/05/2024	60524100	All Copy Products Inc	529107450	01-42-5315	Copier Lease	93.52
Total 60524100:							219.94
06/24	06/05/2024	60524101	UNITED POWER	61303 05/17/	01-45-5305	17029 CR 5 Area Light	10.78
06/24	06/05/2024	60524101	UNITED POWER	88601 05/17/	04-44-5305	Streetlights	2,954.84
06/24	06/05/2024	60524101	UNITED POWER	92015 05/17/	01-42-5305	201 Welker	42.09
Total 60524101:							3,007.71
06/24	06/05/2024	60524102	Xpress Bill Pay	INV-XPR012	06-40-5701	Credit Transaction	665.87
06/24	06/05/2024	60524102	Xpress Bill Pay	INV-XPR012	01-40-5701	Credit Transaction	166.47
Total 60524102:							832.34
06/24	06/10/2024	61024100	All Copy Products Inc	529410045	01-40-5315	Copier Lease	96.41
06/24	06/10/2024	61024100	All Copy Products Inc	529414690	01-47-5315	Copier Lease	78.23
Total 61024100:							174.64
06/24	06/10/2024	61024101	CENTURY LINK	0831 05/25/2	01-40-5300	TH Fax	72.78
06/24	06/10/2024	61024101	CENTURY LINK	4770 05/25/2	01-42-5300	PD Fax	68.77
Total 61024101:							141.55
06/24	06/10/2024	61024102	Fusion Cloud Company	9889628	01-40-5300	Phone Bill	293.68
Total 61024102:							293.68
06/24	06/10/2024	61024103	TRACTOR SUPPLY CREDIT PLA	1350 05/31/2	01-45-5363	Pest Control - 365013028001	449.97
06/24	06/10/2024	61024103	TRACTOR SUPPLY CREDIT PLA	1350 05/31/2	01-45-5216	Parks Supplies	41.96
06/24	06/10/2024	61024103	TRACTOR SUPPLY CREDIT PLA	1350 05/31/2	01-45-5216	Parks Trailer - R&M	231.97
Total 61024103:							723.90
06/24	06/10/2024	61024104	XCEL ENERGY	878293712	01-47-5305	1341 CR 34	218.86
06/24	06/10/2024	61024104	XCEL ENERGY	878314657	01-42-5305	201 Welker - Acct # 53-0013609291-7	35.97
06/24	06/10/2024	61024104	XCEL ENERGY	878322594	01-40-5305	299 Palmer	69.63
06/24	06/10/2024	61024104	XCEL ENERGY	878553911	01-42-5305	537 4th St - acct 53-2929790-5	165.14
Total 61024104:							489.60
06/24	06/07/2024	61024105	CEBT	INV 0066680	01-02-2310	Health Insurance	56,794.15
06/24	06/07/2024	61024105	CEBT	INV 0066680	06-02-2310	Health Insurance	2,215.70
06/24	06/07/2024	61024105	CEBT	INV 0066680	20-02-2310	Health Insurance	2,792.75
Total 61024105:							61,802.60
Grand Totals:							938,577.66

Summary by General Ledger Account Number

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
01-02-2000	.00	173,476.52-	173,476.52-
01-02-2310	56,794.15	.00	56,794.15
01-02-2615	4,096.00	.00	4,096.00
01-40-5050	715.48	.00	715.48
01-40-5066	222.15	.00	222.15
01-40-5200	256.31	.00	256.31
01-40-5201	204.49	.00	204.49
01-40-5205	251.42	.00	251.42
01-40-5210	229.35	.00	229.35
01-40-5215	2,733.30	.00	2,733.30
01-40-5300	366.46	.00	366.46
01-40-5305	372.27	.00	372.27
01-40-5310	130.58	.00	130.58
01-40-5315	297.51	.00	297.51
01-40-5325	460.30	.00	460.30
01-40-5330	895.00	.00	895.00
01-40-5331	931.79	.00	931.79
01-40-5332	3,000.00	.00	3,000.00
01-40-5401	6,008.91	.00	6,008.91
01-40-5700	408.25	.00	408.25
01-40-5701	166.47	.00	166.47
01-41-5066	10.14	.00	10.14
01-41-5330	849.38	.00	849.38
01-41-5331	79.00	.00	79.00
01-41-5430	.50	.00	.50
01-41-5700	279.35	.00	279.35
01-41-5841	70.00	.00	70.00
01-42-5050	876.03	.00	876.03
01-42-5066	407.66	.00	407.66
01-42-5200	103.32	.00	103.32
01-42-5201	52.97	.00	52.97
01-42-5210	306.63	.00	306.63
01-42-5215	954.00	.00	954.00
01-42-5216	603.41	.00	603.41
01-42-5254	714.16	.00	714.16
01-42-5255	3,358.53	.00	3,358.53
01-42-5300	68.77	.00	68.77
01-42-5305	539.21	.00	539.21
01-42-5310	157.87	.00	157.87
01-42-5315	93.52	.00	93.52
01-42-5325	132.45	.00	132.45
01-42-5330	3,632.22	.00	3,632.22
01-42-5500	8,000.00	.00	8,000.00
01-42-5700	290.11	.00	290.11
01-43-5066	234.99	.00	234.99
01-43-5201	1,315.00	.00	1,315.00
01-43-5700	132.94	.00	132.94
01-45-5066	249.35	.00	249.35
01-45-5210	301.34	.00	301.34
01-45-5216	296.09	.00	296.09
01-45-5305	6,722.22	.00	6,722.22
01-45-5310	556.50	.00	556.50
01-45-5330	2,127.01	.00	2,127.01
01-45-5363	1,006.18	.00	1,006.18
01-45-5371	5,220.00	.00	5,220.00
01-45-5372	913.71	.00	913.71

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
01-45-5500	37,922.74	.00	37,922.74
01-47-5050	787.78	.00	787.78
01-47-5066	220.53	.00	220.53
01-47-5075	141.78	.00	141.78
01-47-5200	36.45	.00	36.45
01-47-5203	65.00	.00	65.00
01-47-5210	905.17	.00	905.17
01-47-5215	1,799.59	.00	1,799.59
01-47-5216	18.00	.00	18.00
01-47-5305	324.58	.00	324.58
01-47-5310	184.96	.00	184.96
01-47-5315	160.72	.00	160.72
01-47-5330	17.75	.00	17.75
01-47-5405	3,203.70	.00	3,203.70
01-47-5700	18.90	.00	18.90
01-48-5040	1,500.00	.00	1,500.00
01-48-5066	32.34	.00	32.34
01-48-5330	72.84	.00	72.84
01-48-5455	1,000.00	.00	1,000.00
01-49-5066	119.49	.00	119.49
01-49-5075	167.52	.00	167.52
01-49-5160	1,510.94	.00	1,510.94
01-49-5203	207.76	.00	207.76
01-49-5216	1.00	.00	1.00
01-49-5236	193.67	.00	193.67
01-49-5260	388.68	.00	388.68
01-49-5262	408.00	.00	408.00
01-49-5265	87.26	.00	87.26
01-49-5330	2,126.96	.00	2,126.96
01-49-5331	80.00	.00	80.00
01-49-5349	479.48	.00	479.48
01-49-5700	98.18	.00	98.18
04-02-2000	.00	35,499.71-	35,499.71-
04-44-5066	262.73	.00	262.73
04-44-5201	2,054.75	.00	2,054.75
04-44-5216	217.97	.00	217.97
04-44-5217	5,794.11	.00	5,794.11
04-44-5252	556.21	.00	556.21
04-44-5254	4,346.75	.00	4,346.75
04-44-5305	2,989.74	.00	2,989.74
04-44-5330	1,195.87	.00	1,195.87
04-44-5360	3,942.00	.00	3,942.00
04-44-5361	11,643.93	.00	11,643.93
04-44-5369	7.65	.00	7.65
04-44-5405	2,488.00	.00	2,488.00
06-02-2000	.00	25,565.03-	25,565.03-
06-02-2310	2,215.70	.00	2,215.70
06-40-5066	123.44	.00	123.44
06-40-5401	131.06	.00	131.06
06-40-5701	665.87	.00	665.87
06-47-5215	7,274.95	.00	7,274.95
06-47-5231	7,190.18	.00	7,190.18
06-47-5305	96.60	.00	96.60
06-47-5310	132.74	.00	132.74
06-47-5390	6,065.79	.00	6,065.79
06-47-5391	278.40	.00	278.40
06-47-5396	1,390.30	.00	1,390.30

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GL Account	Debit	Credit	Proof
09-02-2000	30,955.49	623,536.30-	592,580.81-
09-02-2005	.00	30,955.49-	30,955.49-
09-51-5500	623,536.30	.00	623,536.30
14-02-2000	.00	108,092.50-	108,092.50-
14-40-5500	108,092.50	.00	108,092.50
20-02-2000	.00	2,996.53-	2,996.53-
20-02-2310	2,792.75	.00	2,792.75
20-40-5066	100.82	.00	100.82
20-40-5401	102.96	.00	102.96
99-01-1075	366.56	.00	366.56
99-02-2000	.00	366.56-	366.56-
Grand Totals:	<u>1,000,488.64</u>	<u>1,000,488.64-</u>	<u>.00</u>

Report Criteria:
Report type: GL detail

M = Manual Check, V = Void Check



Agenda Item Summary

MEETING DATE: June 10, 2024

SUBJECT: **Resolution No. 48-R-2024** – A Resolution of the Town of Mead, Colorado, Approving an Intergovernmental Agreement with the State of Colorado for the I-25/Weld County Road 38 Interchange Project - Design Phase, Project Number NHPP 0253-307 (26405)

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

SUMMARY

The Town is under contract with Wilson & Company (“Consultant”) to seek interchange modification approval for a future new full-access interstate interchange to be located at Interstate 25 and County Road 38 (the WCR 38 Interchange Project).

Policy Directive 1601 adopted by the Colorado Department of Transportation (CDOT) titled “Interchange Approval Process” (1601 Process) seeks to establish fair and consistent procedures regarding the review and evaluation of requests for new interchanges and major improvements to existing interchanges on the state highway system. As set forth in the Policy, an applicant is responsible for all costs for the development, administration, and evaluation of proposals for new interchanges or modifications to existing interchanges.”

Resolution No. 48-R-2024 (the “Resolution”): (1) approves an intergovernmental agreement between the State of Colorado/CDOT and the Town (the “Contract”) in order to establish the responsibilities of CDOT and Mead with respect to the 1601 Process and to serve as a reimbursable agreement for CDOT review of the Town’s request for review of the WCR 38 Interchange Project, and (2) authorizes the Mayor and Town Clerk to execute the Contract on behalf of the Town when in final form.

A copy of the Contract is attached to this *Agenda Item Summary* for the Board’s review. Town Staff recommends approval of the Resolution.

FINANCIAL CONSIDERATIONS

The WCR 38 Interchange Project will provide the needed access to create transportation safety and operational redundancy and resiliency, as the current interchange spacing is 3-miles to the north (CO 56) and 2-miles to the south (WCR 34), for a total of a five (5) mile span on I-25 that lacks an interchange in a rapidly growing area.

Additionally, the WCR 38 Interchange Project will provide other important benefits including, but not limited to, reducing future traffic burdens and congestion on adjacent highway interchanges, improving access to local roads, and enhancing traffic safety.

The Contract establishes the Town contribution to reimburse the State/CDOT for review costs associated with the Town’s WCR 38 Interchange Project application. Specifically, the Contract requires the Town

to pay a not-to-exceed amount of fifty thousand dollars (\$50,000) to cover estimated review costs. As set forth above, the Town will be relying on the Consultant to finalize the application and assist the Town with completing the 1601 Process.

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the June 10, 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. 48-R-2024 – A Resolution of the Town of Mead, Colorado, Approving an Intergovernmental Agreement with the State of Colorado for the I-25/Weld County Road 38 Interchange Project - Design Phase, Project Number NHPP 0253-307 (26405).”

ATTACHMENTS

Resolution No. 48-R-2024
CDOT WCR 38 Interchange Project IGA [PROJECT: NHPP 0253-307 (26405)]

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 48-R-2024**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING AN
INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF COLORADO FOR THE I-
25 / WELD COUNTY ROAD 38 INTERCHANGE PROJECT – DESIGN PHASE, PROJECT
NUMBER NHPP 0253-307 (26405)**

WHEREAS, the Town of Mead and State of Colorado (acting by and through the Colorado Department of Transportation) have agreed on the terms that certain intergovernmental agreement for the I-25 / Weld County Road 38 Interchange Project (design phase), Project Number NHPP 0253-307 (the “Contract”); and

WHEREAS, a copy of the Contract is on file with the Town Clerk and is incorporated herein by reference; and

WHEREAS, the Contract establishes a Town not-to-exceed contribution of fifty thousand dollars (\$50,000.00) (the “Town Contribution”) to reimburse the State/CDOT for costs associated with the 1601 Process for the Weld County Road 38 Interchange Project (the “Project”); and

WHEREAS, the Town Contribution shall not be exceeded unless such amount is increased by an appropriate written modification to the Contract; and

WHEREAS, the Town Contribution is available for the Project in the approved 2024 Town budget; and

WHEREAS, the Board of Trustees desires to approve the Contract and further desires to delegate authority to the Mayor and Town Clerk to execute the Contract on behalf of the Town when in final form.

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

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

Section 2. The Board of Trustees hereby: (a) approves the Contract in the form currently on file with the Town Clerk; (b) authorizes the Town Attorney in cooperation with the Town Manager to make non-material changes to the Contract that do not increase the Town Contribution; and (c) authorizes the Mayor and Town Clerk to execute the Contract on behalf of the Town when in final form.

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

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 10TH DAY OF JUNE, 2024.

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen G. Whitlow, Mayor

(Local \$CDOTWRK)
PROJECT: NHPP 0253-307 (26405)

REGION: 4 (TCH)

CONTRACT

THIS CONTRACT, executed this _____ day of _____, _____ by and between the State of Colorado, for the use and benefit of the Colorado Department of Transportation (“State” or “CDOT”) and TOWN OF MEAD, 441 THIRD STREET, MEAD, Colorado, 80542, CDOT Vendor #: 0002100361 (“Local Agency”), and the State and the Local Agency together shall be referred to as the “Parties.”

RECITALS

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project and Local Agency costs. Total Contract Amount: \$50,000.00.
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. Section 43-2-102 and 103, C.R.S require the State to maintain state highways (including where such highways extend through a city or an incorporated town), and 43-2-135 describes certain specific responsibilities of the State and affected local entities (respectively) with respect to state highways that are also part of a local street system.
4. State funds may be awarded pursuant to Multimodal Transportation Options Funding (“MMOF”). MMOF means money transferred from the general fund to the fund pursuant to C.R.S. §§24-75-219 (5)(a)(III) and (5)(b)(III) and any other money that the general assembly may appropriate or transfer to the fund. These funds are subject to an expiration date.
5. The Local Agency has estimated the contribution and is prepared to provide the funding required for their contribution toward the Project, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this agreement and to expend its funds for the Contribution.
6. The Local Agency has funds available and desires to provide 100% of the funding for the Work. These funds may be MMOF.
7. This contract is executed under the authority of §§ 29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-144, C.R.S.
8. The parties hereto desire to agree upon the division of responsibilities with regard to the project.

THE PARTIES NOW AGREE THAT:

Section 1. Scope of Work

The work under this Contract shall consist of the I-25 and WCR 38 Interchange, and the Local Agency shall provide their Contribution toward the Project, in Mead, Colorado, as more specifically described in **Exhibit A**.

Section 2. Order of Precedence

In the event of conflicts or inconsistencies between this Contract and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- A. This Contract
- B. **Exhibit A** (Scope of Work)
- C. Other Exhibits in descending order of their attachment.

Section 3. Term

This Contract shall be effective upon approval of the CDOT Chief Engineer or designee and shall terminate on May 02, 2034, or sooner if any of the State's funding expires, or is sooner terminated or unless performance is extended in accordance with this Contract.

Section 4. Project Funding Provisions

- A. The Local Agency has estimated the total cost of the Contribution and is prepared to provide its funding, as evidenced by an the signing of this Contract, which expressly authorizes the Local Agency the authority to expend its Contribution toward the Project.
- B. The contribution is estimated not to exceed \$50,000.00.
- C. **The maximum amount payable by the Local Agency under this contract shall be \$50,000.00** unless such amount is increased by an appropriate written modification to this contract executed by the Parties hereto before any increased cost is incurred
- D. The Parties hereto agree that this contract is contingent upon all funds designated for the project herein being made available from state sources, as applicable. Should these sources fail to provide necessary funds as agreed upon herein, the contract may be terminated by either party, provided that any party terminating its interest and obligations herein shall not be relieved of any obligations which existed prior to the effective date of such termination or which may occur as a result of such termination.

Section 5. Project Payment Provisions

- A. The Local Agency will reimburse the State for incurred costs relative to the project following the Local Agency's review and approval of such charges, subject to the terms and conditions of this agreement.
- B. If the Local Agency is to be billed for CDOT incurred costs, the billing procedure shall be as follows:
 - 1. Upon receipt of each bill from the State, the Local Agency will remit to the State the amount billed no later than 60 days after receipt of each bill. Should the Local Agency fail to pay moneys due the State within 60 days of demand or within such other period as may be agreed between the parties hereto, the Local Agency agrees that, at the request of the State, the State Treasurer may withhold an equal amount from future apportionment due the Local Agency from the Highway Users Tax Fund and to pay such funds directly to the State. Interim funds, until the State is reimbursed, shall be payable from the State Highway Supplementary Fund (400).
 - 2. If the Local Agency fails to make timely payment to the State as required by this section (within 60 days after the date of each bill), the Local Agency shall pay interest to the State at a rate of one percent per month on the amount of the payment which was not made in a timely manner, until the billing is paid in full. The interest shall accrue for the period from the required payment date to the date on which payment is made.
- C. The State will prepare and submit to the Local Agency, no more than monthly, charges for costs incurred relative to the project. The State's invoices shall include a description of the amounts of services performed, the dates of performance and the amounts and description of reimbursable expenses. The invoices will be prepared in accordance with the State's standard policies, procedures and standardized billing format.
- D. If the project is funded by MMOF, then the Local Agency must submit all documentation necessary to process the payments 30 days prior to end of State fiscal year. The State fiscal year ends June 30th. MMOF projects must submit final billing for all work 30 days prior to the end of the State fiscal year that funds expire. If MMOF are used, and the State knows that the funds will expire, the State shall promptly notify Local Agency of the expiration date. The State will promptly notify the Local Agency if that expiration date changes.

Section 6. State and Local Agency Commitments

The Scope of Work (**Exhibit A**) describes the work to be performed.

- A. Design [if applicable]
 - 1. If the work includes preliminary design or final design (the "Construction Plans"), or design work sheets, or special provisions and estimates (collectively referred to as the "Plans"), the State shall comply with the following requirements, as applicable:
 - a. perform or provide the Plans, to the extent required by the nature of the work.

- b. prepare final design (Construction Plans) in accord with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by CDOT.
- c. prepare special provisions and estimates in accord with the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction.
- d. include details of any required detours in the Plans, in order to prevent any interference of the construction work and to protect the traveling public.
- e. stamp the Plans produced by a Colorado Registered Professional Engineer.
- f. provide final assembly of Plans and contract documents.
- g. be responsible for the Plans being accurate and complete.
- h. make no further changes in the Plans following the award of the construction contract except by agreement in writing between the parties. The Plans shall be considered final when approved and accepted by the parties hereto, and when final they shall be deemed incorporated herein.

B. Construction [if applicable]

1. If the work includes construction, the State shall perform the construction in accordance with the approved design plans and/or administer the construction all in accord with the Scope of Work (**Exhibit A**). Such administration shall include project inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing contractor claims; construction supervision; and meeting the Quality Control requirements of the FHWA/CDOT Stewardship Agreement.
2. Subject to Section 5, if the State is the responsible party:
 - a. it shall appoint a qualified professional engineer, licensed in the State of Colorado, as the State Agency Project Engineer (SAPE), to perform that administration. The SAPE shall administer the project in accordance with this agreement, the requirements of the construction contract and applicable State procedures.
 - b. if bids are to be let for the construction of the project, the State shall, in conjunction with the Local Agency, advertise the call for bids and upon concurrence by the Local Agency will award the construction contract(s) to the low responsive, responsible bidder(s).
 - (1) in advertising and awarding the bid for the construction of a federal-aid project, the State shall comply with applicable requirements of 23 USC § 112 and 23 CFR Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that the State/contractor shall incorporate Form 1273 in its entirety verbatim into any subcontract(s) for those services as terms and conditions therefore, as required by 23 CFR 633.102(e).
 - (2) the Local Agency has the option to concur or not concur in the proposal of the apparent low bidder for work on which competitive bids have been received. The Local Agency must declare its concurrence or non-concurrence within 3 working days after said bids are publicly opened.
 - (3) by indicating its concurrence in such award, the Local Agency, acting by or through its duly authorized representatives, agrees to provide additional funds, subject to their availability and appropriation for that purpose, if required to complete the work under this project if no additional federal-aid funds will be made available for the project.
 - c. If all or part of the construction work is to be accomplished by State personnel (i.e. by force account), rather than by a competitive bidding process, the State will ensure that all such force account work is accomplished in accordance with the pertinent State specifications and requirements with 23 CFR 635, Subpart B, Force Account Construction.

Section 7. ROW Acquisition and Relocation

If the Project includes right of way, prior to this project being advertised for bids, the State will certify in writing that all right of way has been acquired in accordance with the applicable state and federal regulations, or that no additional right of way is required.

Any acquisition/relocation activities must comply with: all applicable federal and state statutes and regulations, including but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (P.L. 91-646) and the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal

and Federally Assisted Programs as amended (49 CFR Part 24); CDOT's Right of Way Manual; and CDOT's Policy and Procedural Directives.

Allocation of Responsibilities are as follows:

- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) activities, if any, and right of way incidentals (expenses incidental to acquisition/relocation of right of way – 3114 charges);
- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) but no participation in incidental expenses (3114 charges); or
- No federal participation in right of way acquisition (3111 charges) and relocation activities (3109 expenses).

Regardless of the option selected above, the State retains oversight responsibilities. The Local Agency's and the State's responsibilities for each option is specifically set forth in CDOT's Right of Way Manual. The manual is located at <http://www.coloradodot.info/business/manuals/right-of-way>.

If right of way is purchased for a state highway, including areas of influence of the state highway, the local agency shall immediately convey title to such right of way to CDOT after the Local Agency obtains title.

Section 8. Utilities

If necessary, the State will be responsible for obtaining the proper clearance or approval from any utility company, which may become involved in this Project. Prior to this Project being advertised for bids, the responsible party will certify in writing that all such clearances have been obtained.

Section 9. Railroads

In the event the Project involves modification of a railroad company's facilities whereby the work is to be accomplished by railroad company forces, the State shall make timely application to the Public Utilities Commission requesting its order providing for the installation of the proposed improvements and not proceed with that part of the work without compliance. The State shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 CFR 646, subpart B, concerning federal-aid projects involving railroad facilities, including:

1. Executing an agreement setting out what work is to be accomplished and the location(s) thereof, and that the costs of the improvement shall be eligible for federal participation.
2. Obtaining the railroad's detailed estimate of the cost of the work.
3. Establishing future maintenance responsibilities for the proposed installation.
4. Prescribing future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
5. Establishing future repair and/or replacement responsibilities in the event of accidental destruction or damage to the installation.

Section 10. Environmental Obligations

The State shall perform all work in accordance with the requirements of the current federal and state environmental regulations including the National Environmental Policy Act of 1969 (NEPA) as applicable.

Section 11. Maintenance Obligations

The Local Agency will maintain and operate the improvements constructed under this agreement at its own cost and expense during their useful life, in a manner satisfactory to the State and FHWA. The Local Agency will make proper provisions for such maintenance obligations each year. Such maintenance and operations shall be conducted in accordance with all applicable statutes, ordinances and regulations. The State and FHWA will make periodic inspections of the project to verify that such improvements are being adequately maintained.

Section 12. Record Keeping

The State shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs incurred under this agreement. The State shall maintain such records for a period of three (3) years after the date of termination of this agreement or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The State shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the Local Agency and FHWA to inspect the project and to inspect, review and audit the project records.

Section 13. Termination Provisions

This agreement may be terminated as follows:

- A. Termination for Convenience. The State may terminate this agreement at any time the State determines that the purposes of the distribution of moneys under the agreement would no longer be served by completion of the project. The State shall effect such termination by giving written notice of termination to the Local Agency and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.
- B. Termination for Cause. If, through any cause, the Local Agency shall fail to fulfill, in a timely and proper manner, its obligations under this agreement, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this agreement, the State shall thereupon have the right to terminate this agreement for cause by giving written notice to the Local Agency of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Local Agency under this agreement shall, at the option of the State, become its property, and the Local Agency shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted.

Notwithstanding the above, the Local Agency shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the agreement by the Local Agency, and the State may withhold payment to the Local Agency for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Local Agency is determined.

If after such termination it is determined, for any reason, that the Local Agency was not in default or that the Local Agency's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the agreement had been terminated for convenience, as described herein.

Section 14. Legal Authority

The Local Agency warrants that it possesses the legal authority to enter into this agreement and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this agreement and to bind the Local Agency to its terms. The person(s) executing this agreement on behalf of the Local Agency warrants that such person(s) has full authorization to execute this agreement.

Section 15. Representatives and Notice

The State will provide liaison with the Local Agency through the State's Region Director, Region 4, 10601 West 10th Street, Greeley, CO 80634. Said Region Director will also be responsible for coordinating the State's activities under this agreement and will also issue a "Notice to Proceed" to the Local Agency for commencement of the work. All communications relating to the day-to-day activities for the work shall be exchanged between representatives of the State's Transportation Region 4 and the Local Agency. All communication, notices, and correspondence shall be addressed to the individuals identified below. Either party may from time to time designate in writing new or substitute representatives.

If to the State:
Abra Geissler
CDOT Region 4
11372 Business Park Circle
Firestone, Colorado 80504
303-995-3008
abra.geissler@state.co.us

If to the Local Agency:
Erika Rasmussen
Town of Mead
441 Third Street
Mead, Colorado 80542
970-805-4185
erasmussen@townofmead.org

Section 16. Successors

Except as herein otherwise provided, this agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 17. Third Party Beneficiaries

It is expressly understood and agreed that the enforcement of the terms and conditions of this agreement and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agency. Nothing contained in this agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency receiving services or benefits under this agreement shall be deemed an incidental beneficiary only.

Section 18. Governmental Immunity

Notwithstanding any other provision of this agreement to the contrary, no term or condition of this agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

Section 19. Severability

To the extent that this agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the agreement, the terms of this agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

Section 20. Waiver

The waiver of any breach of a term, provision, or requirement of this agreement shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

Section 21. Entire Understanding

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

Section 22. Survival of Agreement Terms

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this agreement and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the agreement shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

Section 23. Modification and Amendment

This agreement is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this agreement on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this agreement shall be effective unless agreed to in writing by both parties in an amendment to this agreement that is properly executed and approved in accordance with applicable law.

Section 24. Disputes

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement, which is not disposed of by agreement, will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the agreement in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Section 25. Colorado Special Provisions (Colorado Fiscal Rule 3-3)

These Special Provisions apply to all contracts. Contractor refers to Local Agency and Contract refers to Agreement.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(19), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S., applicable Local Agency law, rule or regulation.

Financial obligations of the Parties payable after the current State Fiscal Year or fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this

Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the Parties to indemnify or hold Contractor harmless; requires the Parties to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

<p style="text-align: center;">THE LOCAL AGENCY TOWN OF MEAD</p> <p>By: _____</p> <p>Title: _____</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, GOVERNOR Colorado Department of Transportation</p> <p>By: _____ Keith Stefanik, P.E., Chief Engineer (For) Shoshana M. Lew, Executive Director</p> <p>Date: _____</p>
<p style="text-align: center;">2nd The Local Agency Signature [if Needed]</p> <p>By: _____</p> <p>Title: _____</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	

Exhibit A **Scope of Work**

I-25/WCR 38 Interchange

Project: NHPP 0253-307 (26405)

The Colorado Transportation Commission has directed in Policy Directive 1601 that all requests for new interchanges and major improvements to existing interchanges be reviewed and evaluated in a fair and consistent manner, and that sufficient information is available to make an informed decision. To clarify expectations and reduce the likelihood of misunderstanding by both CDOT and the applicant, this procedural directive requires the development of an initial Intergovernmental Agreement (IGA) that identifies the procedural, timing, and cost expectations for any proposal.

The Town of Mead will serve as the local government applicant for the 1601 interchange process on the I-25 & WCR 38 Interchange Review. Mead would like to seek interchange modification approval for a future new full-access interstate interchange to be located at Interstate 25 and County Road 38 in Weld County. This new interstate interchange will provide the needed access to create transportation safety and operational redundancy and resiliency, as the current interchange spacing is 3-miles to the north (CO 56) and 2-miles to the south (WCR 34), for a total of 5-miles existing on I-25 without an interchange in a rapidly growing area. Additionally, this proposed interchange will provide other important benefits including, but not limited to, reducing future traffic burdens and congestion on adjacent highway interchanges, improving access to local roads, and enhancing traffic safety.

This initial IGA, as required by Procedural Directive 1601.1, establishes responsibilities of CDOT and Mead in the 1601 process and serves as a reimbursable agreement for CDOT review on the Interchange Request. Responsibilities are as follows:

- Anticipated improvement type – This interchange request was determined to be a Type 1 at the pre-application meeting held on December 6, 2023.
- Anticipated administrative and application costs – Mead contribution not to exceed \$50,000.
- Anticipated analytical procedures, identification of existing applicable studies – Mead consultant will be the responsible party in coordination with CDOT.
- Anticipated level of design detail – Mead consultant will be the responsible party in coordination with CDOT.
- Anticipated schedule – Mead consultant will develop and maintain the project schedule with milestones. The anticipated timeframe to completion is eighteen months.
- NEPA category – CDOT will determine NEPA category in coordination with FHWA
- Consistency with Regional and Statewide Plan(s) – Mead consultant will be the responsible party in coordination with CDOT.
- Access Permitting Requirements – CDOT will establish the access permitting requirements.



Agenda Item Summary

MEETING DATE: June 10, 2024

SUBJECT: **Resolution No. 49-R-2024** – A Resolution of the Town of Mead, Colorado, Approving an Intergovernmental Agreement Between the Town of Mead and the Town of Berthoud Regarding Cost Sharing for Design Costs of Paving Weld County Road (WCR) 7

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

SUMMARY

The Towns of Mead and Berthoud desire to cooperate in the funding for a topographic survey and roadway design of 2 miles of Weld County Road (WCR) 7 from WCR 38 in Mead to Ball Aerospace Drive in Berthoud. This item requests approval of an intergovernmental agreement (“IGA”) with Berthoud to complete the work and share the expenses equally.

The Town of Mead will utilize previously secured on-call engineering consultants (Wilson & Company, Inc., Engineers & Architects and CTL/Thompson, Inc.) under separate task orders for this project and will manage the design efforts. The Town of Mead will invoice Berthoud for half of the costs incurred. Deliverables include final quantities, cost estimate, design plans, and bid documents suitable for grant applications and future procurement. In April 2024, Staff applied for Community Project Funding (CPF) for the WCR 7 construction project through Congresswoman Caraveo’s office.

Under the IGA, the Towns also agree to negotiate an amendment or enter into a new/separate intergovernmental agreement regarding cost sharing for construction costs once the design work has been completed.

Resolution No. 49-R-2024: (a) approves the IGA; (b) authorizes the Town Manager, in consultation with the Town Attorney, to make any non-material or non-substantive changes to the IGA as may be necessary that do not increase the Town’s obligations; and (c) authorizes the Town Manager to execute the IGA when in final form.

FINANCIAL CONSIDERATIONS

The estimated design project cost is \$500,000, half of which will be billed to Berthoud.

The Town has identified an available \$100,000 in Engineering Fees in the approved 2024 budget - *Street Improvement Fund*. Additional funds are available in contingency in the *Transportation Fund*.

\$100,000	04-44-5405	Street Improvement Fund – Engineering Fees
\$400,000	14-40-5720	Transportation Fund – Contingency
\$500,000		Mead and Berthoud to split equally

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the June 10, 2024, consent agenda will approve the Resolution. If this item is pulled off the consent agenda for further discussion or questions, Staff recommends the following motion:

Suggested Motion:

“I move to adopt Resolution No. 49-R-2024 - A Resolution of the Town of Mead, Colorado, Approving an Intergovernmental Agreement Between the Town of Mead and the Town of Berthoud Regarding Cost Sharing for Design Costs for Paving Weld County Road (WCR) 7.”

ATTACHMENTS

Resolution No. 49-R-2024
Berthoud IGA

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 49-R-2024**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MEAD AND THE
TOWN OF BERTHOUD REGARDING COST SHARING FOR DESIGN COSTS FOR PAVING
WELD COUNTY ROAD (WCR) 7**

WHEREAS, the Town of Mead (“Town”) and the Town of Berthoud (“Berthoud”), as Colorado governmental entities, are empowered pursuant to Article XIV, §18 of the Colorado Constitution and C.R.S. §§ 29-1-201, *et seq.*, to cooperate or contract via intergovernmental agreement to provide functions, services, or facilities authorized to each cooperating government; and

WHEREAS, the Town and Berthoud desire to cooperate in the funding for the design and construction of a portion of Weld County Road (WCR) 7, from WCR 38 to existing pavement in Berthoud roughly one mile south of Highway 56 (the “Project”); and

WHEREAS, the Town desires to enter into an intergovernmental agreement with Berthoud to memorialize their agreements and duties regarding the funding of design work related to the Project (the “IGA”); and

WHEREAS, the Board of Trustees desires to approve the IGA in substantially the form attached to this Resolution as **Exhibit 1** and further desires to delegate authority to the Mayor to execute the IGA on behalf of the Town.

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

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

Section 2. The Board of Trustees hereby: (a) approves the IGA in substantially the form attached hereto; (b) authorizes the Town Manager, in consultation with the Town Attorney, to make any non-material or non-substantive changes to the IGA as may be necessary that do not increase the Town’s obligations; and (c) authorizes the Mayor to execute the IGA on behalf of the Town when in final form.

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

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 10TH DAY OF JUNE, 2024.

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen G. Whitlow, Mayor

EXHIBIT 1

Intergovernmental Agreement Between Town of Mead and the Town of Berthoud Regarding Cost Sharing for Design Cost for Paving County Road 7

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MEAD AND
THE TOWN OF BERTHOUD REGARDING COST SHARING FOR DESIGN COSTS
FOR PAVING COUNTY ROAD 7**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into by and between the Town of Mead, a Colorado municipal corporation (“Mead”), and the Town of Berthoud, a Colorado municipal corporation (“Berthoud”), hereinafter collectively referred to as the “Parties.” This Agreement shall be effective as of the date of mutual execution hereof by the Parties (“Effective Date”).

WITNESSETH:

WHEREAS, Mead and Berthoud desire to cooperate in the funding for the design, and construction of a portion of County Road 7 (from CR 38 to existing pavement in Berthoud roughly one mile south of Highway 56) (the “Project”); and

WHEREAS, the boundaries of the Project are generally shown and depicted in **Exhibit A** to this Agreement; and

WHEREAS, the Parties acknowledge and agree that Project is an important component of the region's transportation infrastructure and that the completion of the Project will benefit residents of both Mead and Berthoud; and

WHEREAS, Berthoud desires to share in the cost for design and construction of the Project, as described herein;

WHEREAS, Mead intends to retain WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS, a Kansas corporation with offices at 4401 Masthead Street NE, Ste 140, Albuquerque, New Mexico or another consultant acceptable to Mead (“Consultant”) to commence the Project design (“Project Design Work”); and

WHEREAS, the Project Design Work is generally shown and described in **Exhibit B** to this Agreement; and

WHEREAS, the Parties further desire to memorialize their agreements concerning the funding and construction of the Project Design Work and the Project.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the Parties hereto agree as follows:

1. Project Design. Following the Effective Date, Mead shall retain the Consultant to complete the Project Design Work. Estimated not-to-exceed cost associated with the Project Design Work is Four Hundred Seventy Four Thousand, Three Hundred Ninety dollars (\$474,390).

2. Allocation of Costs – Project Design Work. The Parties agree that Consultant’s costs associated with completing the Project Design Work (“Design Costs”) will be shared equally, with Mead and Berthoud each paying fifty percent (50%) of the Design Costs. Mead shall invoice Berthoud for fifty percent (50%) of the Design Costs on a monthly or quarterly basis, without administrative markup, and Berthoud shall remit payment to Mead within forty-five (45) calendar days

of receipt of invoice. Mead shall include a copy of Consultant's invoice(s) for the Project Design Work received by Mead with each invoice prepared and sent to Berthoud for the Design Costs.

3. Project Grants. The Parties agree to cooperate with respect to seeking/applying for grants to offset future Project design or construction costs.

4. Allocation of Costs – Project Construction. The Parties agree to negotiate an amendment to this Agreement or enter into a new/separate intergovernmental agreement to memorialize the Parties' agreement regarding cost sharing for Project construction costs following the date on which the Project Design Work has been completed.

5. Remedies. The Parties hereto acknowledge and agree that each party may exercise all rights and remedies in law or in equity, by a decree in specific performance, or such other legal or equitable relief as may be available.

6. 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 certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given, at the address set forth below, or at such other address as has been previously furnished in writing, to the other party. Such notice shall be deemed to have been given when deposited in the United States mail.

Town of Mead: Michow Guckenberger McAskin, LLP
Attn: Mead Town Attorney
5299 DTC Blvd, Suite 300
Greenwood Village, CO 80111

With electronic copy to: mmcaskin@mgmfirm.com

Town of Berthoud: Erin M. Smith, Town Attorney
Maynes Bradford Shipps & Sheftel, LLP
600 17th Street, Suite 2150-S
Denver, Colorado 80202

With electronic copy to: _____

7. Appropriation. Pursuant to C.R.S. § 29-1-110, the financial obligations of Mead and Berthoud contained herein which are payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

8. No Waiver of Governmental Immunity Act. The Parties hereto understand and agree that the Parties, their Trustees, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions 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.*

9. Additional Documents. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out the intent of this Agreement.

10. Colorado Law. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Weld, State of Colorado, and the Parties waive any right to remove any action to any other court, whether state or federal.

11. Separate Entities. The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

12. No Third-Party Beneficiaries. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement. Any beneficiary of the terms and conditions of this Agreement are not intended beneficiaries but are incidental beneficiaries only.

13. Severability. It is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

14. Recitals. The Recitals to this Agreement are incorporated herein by this reference.

15. Entirety. This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties hereof and constitutes the entire agreement between the Parties concerning the subject matter hereof.

16. 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.

TOWN OF MEAD, COLORADO

Colleen G. Whitlow, Mayor

Attest:

APPROVED AS TO FORM:

Mary E. Strutt, MMC, Town Clerk

Town Attorney

[Town of Berthoud signature page follows].

[Town of Berthoud signature page to Intergovernmental Agreement Regarding Cost Sharing for Design Costs for Paving County Road 7].

TOWN OF BERTHOUD, COLORADO

William Karspeck, Mayor

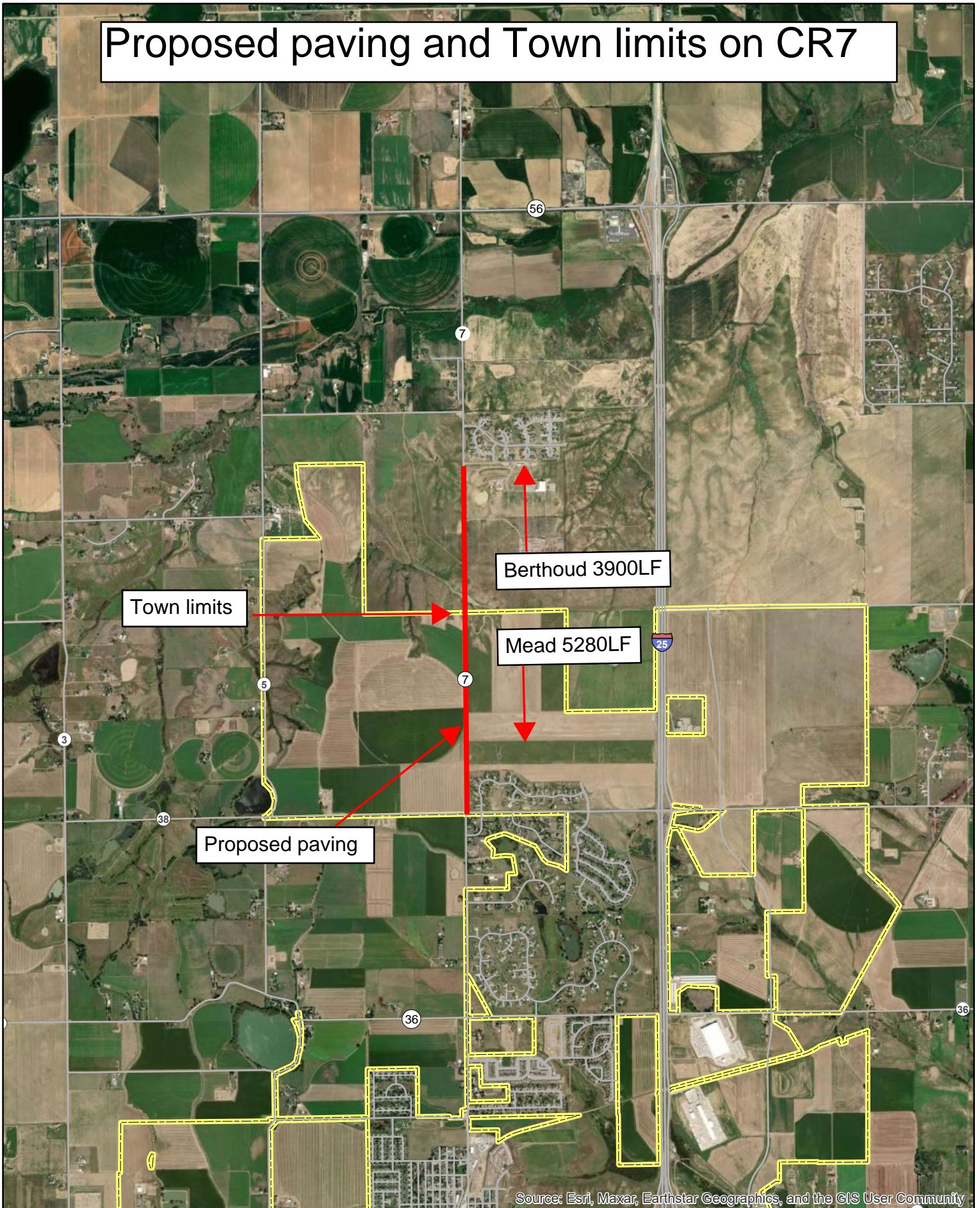
Attest:

APPROVED AS TO FORM:

Christian Samora, Town Clerk

Town Attorney

Proposed paving and Town limits on CR7



May 31, 2024

Mr. Manny Windhorst
Pavement Manager Program Manager
Town of Mead
441 Third Street
Mead, CO 80542

Re: WCR7 Improvements – WCR38 to Ball Aerospace (22-100-019-05)

Dear Manny -

Wilson & Company is pleased to submit this proposal, through our Town of Mead 2022 On-Call Contract, to provide Topographic Survey and Design Services for the WCR7 Improvements project. Figure 1, below, shows the area of improvement from WCR38 to Ball Aerospace Drive. This project will be a cost share between the Town of Mead and the Town of Berthoud.



Figure 1 – Weld County Road 7 (WCR7)

Background

The Town of Mead would like to pave Weld County Road 7 (WCR7) between WCR38 and Ball Aerospace Drive. WCR7 is identified in the Town’s Master Transportation Plan as a future, 2-lane major arterial. We are assuming a modified cross section that will fit within the 60’ existing ROW, consisting of a 24’ to 32’ wide asphalt paved roadway with 3:1 side slope and a borrow ditch on each side will be the section used for this project. The existing gravel roadway was measured in the field in various locations and is approximately 24’

wide. We are assuming the road profile will remain relatively close to existing conditions. Utility locates have been included in the scope as well as an allowance for formal SUE in the event existing utilities will be impacted. The construction of this project is anticipated to be funded with a grant and administered as a CDOT Local Agency project. There are some items that cannot be completed (i.e. environmental clearances), until there is a project in CDOT's system. This proposal assumes these tasks will be needed, but the timing will need to be coordinated as design progresses.

Topographic Survey

An engineering-grade topographic survey will be performed, as shown in Figure 1 above, of the existing CR7 right-of-way including a wider section at the WCR38 and Ball Aerospace intersections. Six control points will be established from which field efforts will be conducted. Control values will be referenced to a modified Colorado North Zone 0501 State Plane Coordinate System (aka "ground" system) with elevations based upon North American Vertical Datum of 1988 (NAVD88) and tied to a National Geodetic Survey (NGS) vertical benchmark.

Triunity will provide 811 locates throughout the corridor during the topo effort.

At present, it is our understanding that the right-of-way is mostly 60' wide (30' on either side of the section lines), but with additional 20' conveyances affecting two land divisions – one being the additional 20' of right-of-way existing on the westerly side of Margil Farms First Filing (northeast corner of the intersection of CR7/CR38), the second being the additional 20' of right-of-way existing on the westerly side of Berthoud Technological Center Filing One. The topographic survey itself will be confined to the County Roads 7 and 38 right-of-way regions, excepting the westerly +/-100' of Ball Aerospace Drive which will be surveyed. The results of the topographic survey and County Road 7 right-of-way determination will be delivered as v2023 Civil3d .dwg and .pdf drawing files.

Acquisitions are not anticipated at this time. The base property map will show existing right of way based on section lines and plats and deeds available from Weld County. No other boundary determination is anticipated or included at this time.

Issues Exhibit and Site Walk

Wilson & Company will prepare an Issues Exhibit to be used in a site walk with the Town of Mead, prior to design efforts. The project paving area is approximately 9,200 LF (1.87 Miles) which includes 4,000 LF in the Town of Berthoud and 5,200 LF in the Town of Mead. During the site walk, emphasis will be placed on areas of drainage concerns, existing and potential proposed culverts, roadside ditches, the roadway profile, and driveway connection points. Prior to design work, Wilson & Company and the Town review the Town's Street Design Criteria (Table 300-1) and document the project approach. After the project approach has been agreed upon, Wilson & Company will prepare a Preliminary Design Exhibit.

Preliminary Design Exhibit

The preliminary design exhibit will provide an overview of the proposed roadway improvements including proposed drainage flow paths, grading limits, centerline profile and potential utility conflicts. These exhibits will be in 24x36 format and used as the basis for the final design phase. Wilson & Company will submit the exhibits to the Town for review and discussion.

Subsurface Utility Engineering (SUE) Allowance

Triunity, Inc. will be a subconsultant to Wilson & Company and provide utility locates and SUE services for the project. A line item with an estimate of Quality Level B SUE services and 10 potholes has been included. It will become clear during the preliminary design if these services are needed for the completion of final design.

Roadway Drainage Design

The site walk and preliminary design effort will help to determine the effort required for drainage design along the roadway. With any new roadway, it is important to fix any known drainage issue and confirm that the project will do no harm to adjacent properties. There are irrigation facilities in the area that may be using existing roadside swales for tailwater or delivery, and there is one large draw that crosses WCR7 approximately 3,500' south of Ball Aerospace Drive. We are assuming this existing culvert will be lengthened and the improvements will be contained within the existing right-of-way. A drainage report with existing and proposed conditions and design considerations will be prepared for the project. With the rural road section, it will not be possible to add stormwater quality facilities for the project.

Geotechnical Engineering Services

Geocal Geosciences and Engineering will be a subconsultant to Wilson & Company and provide drilling operations, laboratory testing and geotechnical reporting services for the project. Geocal will conduct 12 geotechnical bores for new pavement and slope fill areas to a depth of 10 feet. Geocal will provide traffic control, which is assumed to be a one-lane closure, and secure necessary permits with the Town of Mead and the Town of Berthoud. No permitting with Weld County is anticipated. Soil and bedrock samples will be analyzed in the laboratory. Geotechnical reporting will include site geology, proposed construction conditions, review of field and lab results, subsurface conditions, and pavement design recommendations.

Environmental Services

Wilson & Company Environmental Lead, Jon Chesser, CEP, has experience as an environmental program and project manager for CDOT Region 1 and Headquarters for 11 years, where he led numerous multidisciplinary teams to successfully deliver environmental services for both CDOT and local agencies. Our team understands how to complete the environmental analysis and clearance process for this project administered by the Town, including compliance with federal, state, and local requirements. We have worked with Jacqueline Giles, CDOT Region 4 Local Agency Environmental Program Manager, multiple times in recent years to complete the Categorical Exclusion (CE) process for local agency projects and look forward to working with her again.

Preliminary review of the project area has identified a drainage crossing of WCR 7, Ide and Starboard Ditch, as well as roadside ditches and adjacent black-tailed prairie dog communities throughout this stretch of WCR 7. These resources will require detailed analysis as design is advanced. Our environmental team will collaborate closely with the design team to avoid/minimize potential impacts to these, and any other environmental resources identified. Due to the Town's application for grant funding, NEPA will apply, and we expect to clear the project with a Categorical Exclusion (CE) using CDOT's Form 128 and category C22 for projects that would take place entirely within the existing operational right-of-way. Wilson & Company will work to meet all applicable environmental requirements through project design and construction.

For the purposes of this proposal, we are assuming that a Section 404 permit will not be required at the ditch crossing. Additionally, we are assuming that the project will not require a Type 1 noise analysis for CDOT since the project will not be adding additional capacity and will remain as a 2-lane roadway similar to existing conditions.

Final Design Phase (Construction Documents)

After the completion of the preliminary design review, Town staff comments will be addressed and incorporated into the Final Design Plans. The project will proceed to Final Design (Construction Documents) with bi-weekly / monthly meetings with Town staff. Tasks that will be completed with this phase of design include:

- Construction Documents
 - Cover, General Notes, and Typical Sections
 - Topographic Survey
 - Demolition Plan
 - Horizontal Control Plan
 - Roadway Plan and Centerline Profile
 - Cross Sections
 - Cross Culvert Profiles
 - Drainage and Grading Plan
 - Stormwater Management Plans and Notes (CDOT)
 - Signing and Striping Plans
 - Erosion and Sedimentation Control Plans
 - Details
- Project coordination meetings and reviews with Town staff.
- Construction Administration allowance for design questions during construction.
- Deliverables – Topographic Survey, Issues Exhibit, Drainage Report and Final Design Plans.

Bid Documents and Construction Administration

Wilson & Company will prepare final quantities, project special provisions, and a cost estimate for the bid package. We will prepare the Bid Form and attend the pre-bid meeting to assist the Town in presenting the project to potential bidders. Wilson & Company will support the Town if Bid Addenda are necessary and develop the Bid Tabulation for all bids received.

During the construction phase of the project, Wilson & Company will be available for monthly site visits during construction, RFI responses, and submittal reviews. Wilson & Company will participate in the substantial completion walkthrough and prepare a punch list record.

- Deliverables – Final Quantities, Specifications, Cost Estimate, Bid Assistance, and Bid Tabulation

Schedule and Fee

Assuming a Notice to Proceed (NTP) is given June 15, 2024, we anticipate completion dates as follow:

- Topographic Survey, Site Walk, and Exhibits - June 15 through October 15, 2024
- Construction Documents, Town Staff Review, and Bid Documents – October 15, 2024 through August 1, 2025
- The above assumptions may change depending on grant funding timing.

Assumptions and Exclusions

- All proposed design and construction work will be contained to the public right-of-way.
- Property and easement acquisitions are not anticipated. Right of way will be mapped based on section lines and plats and deeds available from Weld County.
- CDOT Right-of-Way plans and temporary / permanent easements acquisitions are not included at this time.
- Traffic engineering is not included at this time and can be added to the scope if needed.
- Minimal Construction Administration services are included. An allowance is shown in the fees provided.
- Inspection (Observation) services, field quantity measurements, and pay estimates are not included at this time and can be added to the scope if needed.
- Water quality facilities are not anticipated at this time.
- Public outreach services are not anticipated at this time.
- Major drainage structures and structural design are not anticipated at this time. Drainage crossings will be RCP pipe with end sections and will fit in existing right of way.

The total fee proposed for this work order is a “not to exceed fee” of \$474,390. A breakdown of the anticipated hours and fees is attached. Thank you for your time in reviewing this proposal. Please call me if you have any questions.

Sincerely,

Tim Kemp, PE
CA Practice Lead
Accepted by:

Scott Waterman, PE
Vice President

Authorized Signature
Town of Mead

Printed Name

Date

	Kemp PM	Weier QA/QC	Schneider Drainage	Lofton Roadway	Fischer EIT	Enviro Team	Dieffenbach Survey	Wilson & Company	Triunity (SUE)	Geocal (Geotech)	Total
WCR7 Improvements - WCR38 to Ball Aerospace (22-100-019-05)	\$ 220	\$ 160	\$ 150	\$ 140	\$ 120	\$ 170	\$ 160				
Weld County Road 7 (WCR38 to Ball Aerospace) (42-week duration)											
Topographic Survey and Utility Locates							\$ 27,500	\$ 27,500	\$ 2,750		\$ 30,250
Drainage Research, Site Walk, Issues Exhibit	24		40	40	60			\$ 24,080			\$ 24,080
Preliminary Design Exhibit	24		24	40	80			\$ 24,080			\$ 24,080
SUE Allowance (Quality Level B Locates + 10 Potholes)							\$ 5,000	\$ 5,000	\$ 45,000		\$ 50,000
Roadway Drainage Design	16	24	120	60	80			\$ 43,360			\$ 43,360
Geotechnical Engineering Services								\$ -		\$ 43,500	\$ 43,500
Environmental Services						264		\$ 44,880			\$ 44,880
Final Design Plans	40	40	120	120	240			\$ 78,800			\$ 78,800
Project Management, Meetings, Coordination, QC	80	80	32	32	48	24		\$ 49,520			\$ 49,520
Bid Documents	16	60	16	8	60			\$ 23,840			\$ 23,840
Force Account								\$ 50,000			\$ 50,000
Construction Administration Allowance	24				40			\$ 10,080			\$ 10,080
Wilson & Company Expenses Allowance								\$ 2,000			\$ 2,000
Grand Total	224	204	352	300	608	288		\$ 383,140	\$ 47,750	\$ 43,500	\$ 474,390



Agenda Item Summary

MEETING DATE: June 10, 2024

SUBJECT: **Resolution No. 50-R-2024** – A Resolution of the Town of Mead, Colorado, approving a Task Order for Wilson & Company, Inc., Engineers & Architects to Complete Topographic Survey, Design, and Construction Bid Services for the Weld County Road (WCR) 7 Improvement Project.

PRESENTED BY: Manny Windhorst, Pavement Management Manager

SUMMARY

The Towns of Mead and Berthoud desire to fund a roadway design effort to pave two miles of Weld County Road (WCR) 7 from WCR 38 to Ball Aerospace Drive. An intergovernmental agreement (“IGA”) with Berthoud to split the design costs equally between the two agencies is presented under a separate item on the June 10, 2024, agenda. This item requests approval to issue a Task Order No. 2024-005 (“Task Order”) with Wilson & Company, Inc., Engineers & Architects (“Contractor”), utilizing an existing on-call engineering services contract, to provide a topographic survey, final design, and construction bid services for WCR 7 for a not-to-exceed amount of \$474,390.00.

WCR 7 is a gravel road that is frequently used as an alternative route to I-25 when congestion or accidents occur on the interstate. CDOT’s I-25 construction of Segment 5 in Mead is underway and will include the replacement of three interchanges that serve these two communities over the next 4-5 years. This gravel road is not designed for heavy trucks or highway volume traffic, and often requires daily grading to maintain a passable condition. This is a tremendous burden on small-town operations staff that will only be exponentially magnified during the I-25 construction activities as residents and commuters attempt to find ways around the construction zone.

While construction funding has not yet been identified for this paving project, having a complete design in hand makes this project ready when funding becomes available and makes the Town’s grant application compete better against other agencies. In April 2024, Town Staff applied for Community Project Funding (CPF) to fund the construction through Congresswoman Caraveo’s office.

The project will be managed by Mead staff, and half of the \$474,390 design cost will be invoiced to Berthoud per the IGA.

Resolution No. 50-R-2024: (a) approves the Task Order; (b) authorizes the Town Manager, in consultation with the Town Attorney, to make any non-material or non-substantive changes to the Task Order as may be necessary that do not increase the Town’s obligations; and (c) authorizes the Town Manager to execute the Task Order when in final form.

FINANCIAL CONSIDERATIONS

As stated above, the Task Order is for a not-to-exceed amount of \$474,390. Costs will be split equally between the Town of Mead and the Town of Berthoud per an IGA for this project. The anticipated Town

participation will be \$237,195.00. The IGA is presented in a separate item on the June 10, 2024 agenda. The approved 2024 budget identified the following funding sources:

\$100,000	04-44-5405	Street Improvement Fund – Engineering Fees
\$600,000	14-40-5720	Transportation Fund – Contingency
\$700,000		Available Funds

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the consent agenda for June 10, 2024, will approve this item. If the resolution is removed from the consent agenda, the suggested motion is:

Suggested Motion:

“I move to adopt Resolution No. 50-R-2024 - A Resolution of the Town of Mead, Colorado, approving a Task Order for Wilson & Company, Inc., Engineers & Architects to Complete Topographic Survey, Design, and Construction Bid Services for the Weld County Road (WCR) 7 Improvement Project.for an amount not to exceed \$474,390.00.”

ATTACHMENTS

Resolution No. 50-R-2024
Task Order (Exhibit 1 to Resolution)

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 50-R-2024**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING A
TASK ORDER FOR WILSON & COMPANY, INC., ENGINEERS &
ARCHITECTS TO COMPLETE TOPOGRAPHIC SURVEY, DESIGN, AND
CONSTRUCTION BID SERVICES FOR THE WELD COUNTY ROAD (WCR) 7
IMPROVEMENT PROJECT**

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 Board of Trustees previously approved that certain Agreement for Professional Services between Wilson & Company, Inc., Engineers & Architects (“Contractor”) and the Town for on-call engineering services, including special projects, dated April 25, 2022, as extended by that certain First Amendment to the Agreement for Professional Services dated April 4, 2024 (together, the “Agreement”); and

WHEREAS, the Town has need of Contractor’s topographic survey, design, and construction bid services for improvements to Weld County Road (WCR) 7 between WCR 38 and Ball Aerospace Drive (the “Services”); and

WHEREAS, in accordance with the terms of the Agreement, Task Order No. 2024-005, attached hereto as **Exhibit 1** (“Task Order”), has been prepared for the Services; and

WHEREAS, the total cost for completion of the Services is Four Hundred Seventy-Four Thousand Three Hundred Ninety and 00/100 Dollars (\$474,390.00); and

WHEREAS, the Town is currently in negotiations to enter into an intergovernmental agreement with the Town of Berthoud (“Berthoud”) to memorialize their agreements and duties regarding the mutual funding of the Services (the “IGA”); and

WHEREAS, the Board of Trustees desires to approve the Task Order in substantially the form attached to this Resolution; and

WHEREAS, the Board of Trustees further desires to delegate authority to the Town Manager to execute the Task Order on behalf of the Town when in final form, upon mutual approval of the IGA by the Board of Trustees and Berthoud.

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 Task Order with the Contractor in substantially the same form as is attached hereto and incorporated herein as **Exhibit 1**; (b) authorizes the Town Manager, in consultation with the Town Attorney, to make any non-material or non-substantive changes to the Task Order as may be necessary that do not increase the Town’s obligations; and (c) authorizes the Town Manager to execute the Task Order on behalf of the Town when in final form, upon mutual approval of the IGA by the Board of Trustees and Berthoud.

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 10TH DAY OF JUNE, 2024.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

Exhibit 1
Task Order

[see attached]



TASK ORDER - SPECIAL PROJECTS

TASK ORDER NO.: 2024-005

Task Name: WCR 7 Design – WCR 38 to Ball Aerospace

Requested By: Manny Windhorst, Program Manager

Proposed Start Date: June 15, 2024

Funding Source: 04-44-5405, 14-40-5720

Proposed Completion Date: Aug 1, 2025

Tasks / Deliverables: See attached memorandum

Total Task Order Budget: \$474,390

Approval:

_____ **Date:** _____
Town Manager

Additional Comments: This Task Order is not valid without the attached Task Order memorandum, approved by the Town Engineer.

Attachment: Task Order Memorandum

TOWN TREASURER / FINANCE REVIEW:

Town Treasurer / Finance has reviewed this Task Order and the funds:

are appropriated

are not appropriated (note: _____)

By: _____

Account reference/information:

04-44-5405 \$100,000

14-40-5720 \$374,390



TASK ORDER MEMORANDUM

To: Helen Migchelbrink, Town Manager

From: Manny Windhorst, Pavement Management Program Manager

Date: June 10, 2024

Subject: WCR 7 Improvements – WCR 38 to Ball Aerospace

Task Order No.: 2024-005

This Task Order Memorandum has been prepared in accordance with the Town’s Agreement for Professional Services with **WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS** (the “Contractor”) for on-call engineering services, including special projects, dated April 25, 2022, as extended by that certain First Amendment to the Agreement for Professional Services dated April 4, 2024 (together, the “PSA”). No special projects shall be performed by the Contractor until the Town’s Authorized Representative has executed a Task Order authorizing the Contractor to proceed with the Task(s) identified below.

Task(s) to be performed: Topographic Survey and Design Services for the WCR 7 Improvement project, as described in Contractor proposal dated May 31, 2024 (copy attached to this Task Order Memo).

Time schedule: Topographic Survey, Site Walk, and Issues Exhibit: June 15 through October 15, 2024. Construction Documents, Town Staff Review, and Bid Documents: October 15, 2024, through August 1, 2025.

Deliverables: See attached Contractor proposal dated May 31, 2024 (six (6) pages).

Charges: Unless otherwise set forth in this Task Order Memorandum, the Charges authorized herein shall be considered a not to exceed (NTE) figure. Charges shall be calculated pursuant to the hourly rates in the PSA, unless otherwise set forth herein. A copy of Contractor proposal related to the Task(s) outlined above is attached to this Task Order Memorandum. I have reviewed and approved the scope of services set forth in the Contractor’s proposal, and I therefore request that you proceed to approve the attached Task Order, which will authorize the Contractor to proceed with the additional design services described above for the not to exceed fee of Four Hundred Seventy-Four Thousand Three Hundred Ninety and 00/100 Dollars (**\$474,390.00**).



Review and approval of Task Order Memorandum:

Erika Rasmussen, Town Engineer

(Note: This Task Order Memorandum is not valid unless and until a Task Order has been executed by the Town Manager and approved by the Town Treasurer/Finance.)

Attachment: Contractor proposal dated May 31, 2024
(6 pages)

May 31, 2024

Mr. Manny Windhorst
Pavement Manager Program Manager
Town of Mead
441 Third Street
Mead, CO 80542

Re: WCR7 Improvements – WCR38 to Ball Aerospace (22-100-019-05)

Dear Manny -

Wilson & Company is pleased to submit this proposal, through our Town of Mead 2022 On-Call Contract, to provide Topographic Survey and Design Services for the WCR7 Improvements project. Figure 1, below, shows the area of improvement from WCR38 to Ball Aerospace Drive. This project will be a cost share between the Town of Mead and the Town of Berthoud.



Figure 1 – Weld County Road 7 (WCR7)

Background

The Town of Mead would like to pave Weld County Road 7 (WCR7) between WCR38 and Ball Aerospace Drive. WCR7 is identified in the Town’s Master Transportation Plan as a future, 2-lane major arterial. We are assuming a modified cross section that will fit within the 60’ existing ROW, consisting of a 24’ to 32’ wide asphalt paved roadway with 3:1 side slope and a borrow ditch on each side will be the section used for this project. The existing gravel roadway was measured in the field in various locations and is approximately 24’

wide. We are assuming the road profile will remain relatively close to existing conditions. Utility locates have been included in the scope as well as an allowance for formal SUE in the event existing utilities will be impacted. The construction of this project is anticipated to be funded with a grant and administered as a CDOT Local Agency project. There are some items that cannot be completed (i.e. environmental clearances), until there is a project in CDOT's system. This proposal assumes these tasks will be needed, but the timing will need to be coordinated as design progresses.

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An engineering-grade topographic survey will be performed, as shown in Figure 1 above, of the existing CR7 right-of-way including a wider section at the WCR38 and Ball Aerospace intersections. Six control points will be established from which field efforts will be conducted. Control values will be referenced to a modified Colorado North Zone 0501 State Plane Coordinate System (aka "ground" system) with elevations based upon North American Vertical Datum of 1988 (NAVD88) and tied to a National Geodetic Survey (NGS) vertical benchmark.

Triunity will provide 811 locates throughout the corridor during the topo effort.

At present, it is our understanding that the right-of-way is mostly 60' wide (30' on either side of the section lines), but with additional 20' conveyances affecting two land divisions – one being the additional 20' of right-of-way existing on the westerly side of Margil Farms First Filing (northeast corner of the intersection of CR7/CR38), the second being the additional 20' of right-of-way existing on the westerly side of Berthoud Technological Center Filing One. The topographic survey itself will be confined to the County Roads 7 and 38 right-of-way regions, excepting the westerly +/-100' of Ball Aerospace Drive which will be surveyed. The results of the topographic survey and County Road 7 right-of-way determination will be delivered as v2023 Civil3d .dwg and .pdf drawing files.

Acquisitions are not anticipated at this time. The base property map will show existing right of way based on section lines and plats and deeds available from Weld County. No other boundary determination is anticipated or included at this time.

Issues Exhibit and Site Walk

Wilson & Company will prepare an Issues Exhibit to be used in a site walk with the Town of Mead, prior to design efforts. The project paving area is approximately 9,200 LF (1.87 Miles) which includes 4,000 LF in the Town of Berthoud and 5,200 LF in the Town of Mead. During the site walk, emphasis will be placed on areas of drainage concerns, existing and potential proposed culverts, roadside ditches, the roadway profile, and driveway connection points. Prior to design work, Wilson & Company and the Town review the Town's Street Design Criteria (Table 300-1) and document the project approach. After the project approach has been agreed upon, Wilson & Company will prepare a Preliminary Design Exhibit.

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Roadway Drainage Design

The site walk and preliminary design effort will help to determine the effort required for drainage design along the roadway. With any new roadway, it is important to fix any known drainage issue and confirm that the project will do no harm to adjacent properties. There are irrigation facilities in the area that may be using existing roadside swales for tailwater or delivery, and there is one large draw that crosses WCR7 approximately 3,500' south of Ball Aerospace Drive. We are assuming this existing culvert will be lengthened and the improvements will be contained within the existing right-of-way. A drainage report with existing and proposed conditions and design considerations will be prepared for the project. With the rural road section, it will not be possible to add stormwater quality facilities for the project.

Geotechnical Engineering Services

Geocal Geosciences and Engineering will be a subconsultant to Wilson & Company and provide drilling operations, laboratory testing and geotechnical reporting services for the project. Geocal will conduct 12 geotechnical bores for new pavement and slope fill areas to a depth of 10 feet. Geocal will provide traffic control, which is assumed to be a one-lane closure, and secure necessary permits with the Town of Mead and the Town of Berthoud. No permitting with Weld County is anticipated. Soil and bedrock samples will be analyzed in the laboratory. Geotechnical reporting will include site geology, proposed construction conditions, review of field and lab results, subsurface conditions, and pavement design recommendations.

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Wilson & Company Environmental Lead, Jon Chesser, CEP, has experience as an environmental program and project manager for CDOT Region 1 and Headquarters for 11 years, where he led numerous multidisciplinary teams to successfully deliver environmental services for both CDOT and local agencies. Our team understands how to complete the environmental analysis and clearance process for this project administered by the Town, including compliance with federal, state, and local requirements. We have worked with Jacqueline Giles, CDOT Region 4 Local Agency Environmental Program Manager, multiple times in recent years to complete the Categorical Exclusion (CE) process for local agency projects and look forward to working with her again.

Preliminary review of the project area has identified a drainage crossing of WCR 7, Ide and Starboard Ditch, as well as roadside ditches and adjacent black-tailed prairie dog communities throughout this stretch of WCR 7. These resources will require detailed analysis as design is advanced. Our environmental team will collaborate closely with the design team to avoid/minimize potential impacts to these, and any other environmental resources identified. Due to the Town's application for grant funding, NEPA will apply, and we expect to clear the project with a Categorical Exclusion (CE) using CDOT's Form 128 and category C22 for projects that would take place entirely within the existing operational right-of-way. Wilson & Company will work to meet all applicable environmental requirements through project design and construction.

For the purposes of this proposal, we are assuming that a Section 404 permit will not be required at the ditch crossing. Additionally, we are assuming that the project will not require a Type 1 noise analysis for CDOT since the project will not be adding additional capacity and will remain as a 2-lane roadway similar to existing conditions.

Final Design Phase (Construction Documents)

After the completion of the preliminary design review, Town staff comments will be addressed and incorporated into the Final Design Plans. The project will proceed to Final Design (Construction Documents) with bi-weekly / monthly meetings with Town staff. Tasks that will be completed with this phase of design include:

- Construction Documents
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- Construction Administration allowance for design questions during construction.
- Deliverables – Topographic Survey, Issues Exhibit, Drainage Report and Final Design Plans.

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Wilson & Company will prepare final quantities, project special provisions, and a cost estimate for the bid package. We will prepare the Bid Form and attend the pre-bid meeting to assist the Town in presenting the project to potential bidders. Wilson & Company will support the Town if Bid Addenda are necessary and develop the Bid Tabulation for all bids received.

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Schedule and Fee

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Assumptions and Exclusions

- All proposed design and construction work will be contained to the public right-of-way.
- Property and easement acquisitions are not anticipated. Right of way will be mapped based on section lines and plats and deeds available from Weld County.
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- Major drainage structures and structural design are not anticipated at this time. Drainage crossings will be RCP pipe with end sections and will fit in existing right of way.

The total fee proposed for this work order is a “not to exceed fee” of \$474,390. A breakdown of the anticipated hours and fees is attached. Thank you for your time in reviewing this proposal. Please call me if you have any questions.

Sincerely,



Tim Kemp, PE
CA Practice Lead
Accepted by:



Scott Waterman, PE
Vice President

Authorized Signature
Town of Mead

Printed Name

Date

	Kemp PM	Weier QA/QC	Schneider Drainage	Lofton Roadway	Fischer EIT	Enviro Team	Dieffenbach Survey	Wilson & Company	Triunity (SUE)	Geocal (Geotech)	Total
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CA Practice Lead
Accepted by:

Scott Waterman, PE
Vice President

Authorized Signature
Town of Mead

Printed Name

Date

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Agenda Item Summary

MEETING DATE: June 10, 2024

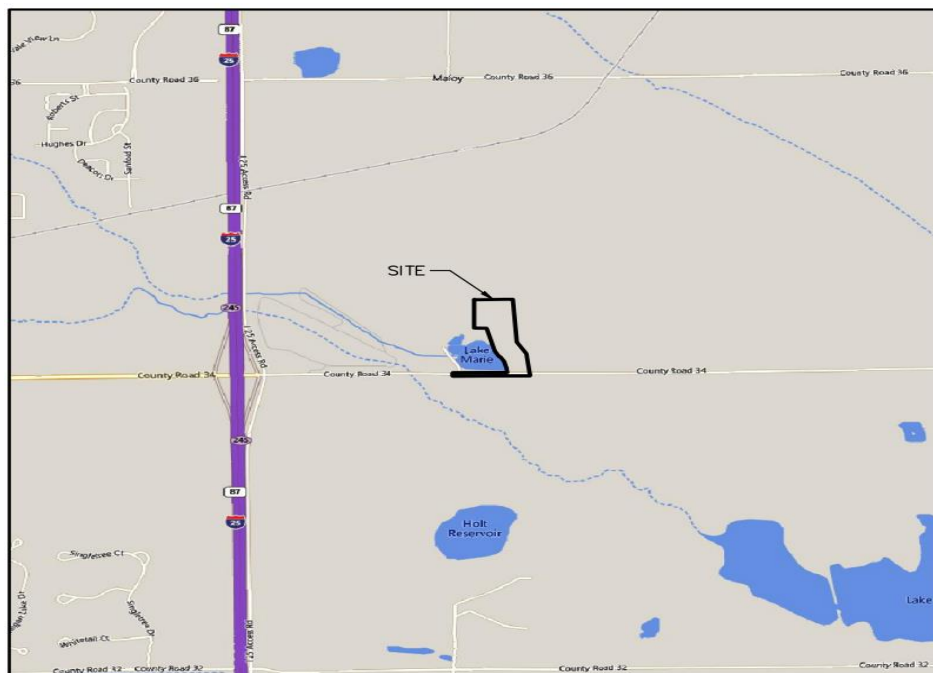
SUBJECT: **Resolution No. 51-R-2024** – A Resolution of the Town of Mead, Colorado, Setting Forth Certain Findings of Fact and Conclusions as to the Annexation of Certain Property Known as the AMK Annexation

PRESENTED BY: Collin Mieras, Planner II

SUMMARY

This Agenda Item Summary (AIS) has been prepared for the proposed annexation known as the AMK Annexation (“Annexation”). The Annexation area includes approximately 13.521 acres located north of Weld County Road (“WCR”) 34 and east of I-25, as more fully described in the AMK Annexation Map attached to this AIS (“Property”). The Property is in unincorporated Weld County and zoned for agricultural use. The Owner, AMK Properties, LLC, has requested Light Industrial (LI) zoning upon annexation.

Town staff recommends that the Board of Trustees: (1) consider and approve the Eligibility Resolution; and (2) open and continue the hearing to consider annexing the Property, zoning the Property, and approving the Annexation Agreement to July 29, 2024, at 6:00 p.m.



VICINITY MAP

DETAIL OF REQUEST

Applicant(s):	AMK Properties, LLC
Property Owner(s):	AMK Properties, LLC
Property Location:	4665 WCR 34, Platteville, CO 80651; generally located north of WCR 34 and east of Interstate 25
Current Zoning (Weld County):	Agricultural
Proposed Zoning (Mead):	Light Industrial (LI) Zoning District
Comp. Plan Designation:	Planned Industrial Mixed-Use (PI)
Surrounding Land Uses:	<p><u>North:</u> Raterink and Postle Industrial Developments; Town of Mead Light Industrial Zoning</p> <p><u>East:</u> Single-Family Home; Weld County Agricultural Zoning</p> <p><u>South:</u> Single-Family Home; Weld County Agricultural Zoning</p> <p><u>West:</u> Single-Family Home; Weld County Residential Zoning</p>

OVERVIEW

Applicant initiated annexation proceedings and submitted a Petition for Annexation on or about April 22, 2024 (“Petition”). On April 29, 2024, the Board of Trustees found that the Petition substantially complies with statutory requirements and adopted Resolution No. 37-R-2024 (“Resolution”), which also set the eligibility hearing date for June 10, 2024. The Resolution further referred the Annexation and initial zoning application to the Planning Commission, which recommended approval of the Annexation and establishment of initial Light Industrial (LI) zoning after a hearing held on May 15, 2024 (Resolution No. 02-PC-2024 attached hereto). Section 31-12-108, C.R.S. requires that the eligibility hearing be scheduled on a date not less than (30) thirty days nor more than sixty (60) days from the effective date of the substantial compliance resolution. The June 10, 2024 public hearing complies with this section of state law.

Pursuant to the statutory requirements of the Municipal Annexation Act of 1965, C.R.S. §§ 31-12-101 et seq., as amended (the “Act”), the eligibility hearing is the final prerequisite in the annexation process and permits the Town to consider annexing the Property. Typically, the Town considers the Eligibility Resolution, as well as the ordinances zoning and annexing a property, as part of one hearing. Because staff and Owner have not yet finalized the AMK Annexation Agreement, Town staff recommends considering only the Eligibility Resolution for the Annexation, and continuing the hearing to consider approval of the Annexation, initial zoning, and Annexation Agreement.

REVIEW CRITERIA ANALYSIS

Annexation Eligibility Review Criteria, MMC Section 16-8-50

Section 16-8-50 of the MMC states that eligibility for annexation shall be determined by conformity with the requirements of C.R.S. § 31-12-104 and § 31-12-105, as amended and as determined by the Board of Trustees in its sole discretion.

- 1. The applicable requirements of C.R.S. § 31-12-104 and § 31-12-105 exist or have been met in that:**
 - a. Not less than one sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous with the existing boundaries of the Town of Mead. C.R.S. § 31-12-104(1)(a).

C.R.S. § 31-12-104(1)(a) states that an area is eligible for annexation when the Town determines “That not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the annexing municipality.” The area proposed to be annexed exceeds the minimum of one-sixth of the perimeter contiguous with 1,117.66 feet contiguous with current Town boundaries. The total perimeter of the Property is 5,174.38 feet, and the minimum allowable contiguity is 862.4 feet.

- b. A community of interest exists between the area proposed to be annexed and the Town of Mead; the proposed area to be annexed is urban or will be urbanized in the near future and the area to be annexed is integrated with or is capable of being integrated with the Town of Mead. C.R.S. § 31-12-104(1)(b).

The Property currently abuts the Town of Mead in Weld County. As set forth in Table 1 above, the Property satisfies the applicable state law requirements for contiguity. C.R.S. § 31-12-104(1)(b) states, in relevant part, that “[t]he fact that the area proposed to be annexed has the contiguity with the [Town as required by C.R.S. § 31-12-104(1)(a)] shall be a basis for a finding of compliance with these requirements . . .”. The Property satisfies the C.R.S. § 31-12-104(1)(b) requirements.

- c. In establishing the boundaries of the territory to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, has been divided into separate parts or parcels without the written consent of the landowner(s) thereof unless such tracts or parcels are separated by a dedicated street, road or other public way. C.R.S. § 31-12-105(1)(a).

The Petition has been executed by all landowners of the Property, exclusive of public rights-of-way. The Annexation will not separate or subdivide any land held in identical ownership.

- d. In establishing the boundaries of the territory to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, comprising 20 acres or more (which, together with buildings and improvements situated thereon, has a value for assessment in excess of \$200,000.00 for ad valorem tax purposes for the year preceding the annexation) shall be included in the proposed annexation area without the written consent of the landowners [unless the proposed annexation area is an enclave, which is not relevant to the annexation under consideration]. C.R.S. § 31-12-105(1)(b).

The Petition has been executed by all landowners of the Property. There are no individual parcels, nor contiguous parcels held in identical ownership, that comprise 20 acres or more within the Subject Property having a value in excess of \$200,000.00 for ad valorem tax purposes for the year preceding the annexation that have been included in the proposed Annexation without the written consent of the landowners. 100% of the landowners have consented to the Annexation, exclusive of any public rights-of-way included within the boundaries of the Property.

- e. No annexation proceedings have been commenced by another municipality for any portion of the Subject Property. C.R.S. § 31-12-105(1)(c).

There have been no annexation proceedings commenced by another municipality for any portion of the Property.

- f. The area proposed for annexation will not result in the detachment of area from any school district or the attachment of the same to another school district. C.R.S. § 31-12-105(1)(d).

The Property will remain in the St. Vrain School District.

g. The annexation of the Property will not have the effect of extending the municipal boundary of the Town of Mead more than three miles in any direction from any point of such municipal boundary within one year. C.R.S. § 31-12-105(1)(e).

The Annexation will not extend the Town’s boundaries more than three miles in any direction. C.R.S. § 31-12-105(1)(e) also requires, in relevant part, that prior to completion of any annexation within the three-mile area, the Town shall have in place a plan for that area proposed to be annexed. As set forth in the MMC, the Town of Mead Comprehensive Plan, as amended, constitutes the “plan in place” referenced in C.R.S. § 31-12-105(1)(e).

ALTERNATIVES/OPTIONS

C.R.S. § 31-12-111 provides as follows:

“If the resolution of the governing body adopted pursuant to Section 31-12-110 determines that the applicable provisions of Section 30 of Article II of the State constitution and Sections 31-12-104 and 31-12-105 have been met, and further determines that an election is not required under Section 31-12-107(2), and does not determine that additional terms and conditions are to be imposed, the governing body may thereupon annex the area proposed to be annexed by ordinance.”

In this case, Town Staff finds as follows:

1. The Annexation is in compliance with the requirements of Sections 31-12-104 and 31-12-105, C.R.S.;
2. An election is not required under Section 31-12-107(2), C.R.S.;
3. The Petition is signed by the owners of one hundred percent (100%) of the area proposed to be annexed, exclusive of streets and alleys; and
4. No additional terms and conditions are to be imposed,

The Board may proceed to annex the Property by ordinance without election. Alternatively, following the conclusion of the Eligibility Hearing, the Board of Trustees may also opt to continue this item to a time and date certain for future consideration if additional information is required by the Board regarding the merits of the annexation of the Property or the proposed LI zoning. Staff recommends that the Board of Trustees confer with the Town Attorney if the Board: (1) seeks to determine that the Property is not eligible for annexation to the Town of Mead; or (2) seeks to deny the Annexation.

FINANCIAL CONSIDERATIONS

None.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends that, following the conclusion of the first public hearing, the Board of Trustees proceed to approve Resolution 51-R-2024, declaring the Property eligible for annexation to the Town of Mead, and open and continue the consolidated hearing regarding approval of the Annexation and initial zoning to July 29, 2024.

Suggested Motions:

Resolution No. 51-R-2024 (at conclusion of Eligibility Hearing):

“I move approval of Resolution 51-R-2024 – A Resolution of the Town of Mead, Colorado, setting forth certain findings of fact and conclusions as to the annexation of certain property known as the AMK Annexation based on a finding that all applicable criteria for annexation have been satisfied, as detailed in the Agenda Item Summary report prepared for the June 10, 2024 Board Meeting.”

Open and continue hearing to annex the Property, establish initial zoning, and approve Annexation Agreement:

“I move to open and continue the public hearing to consider approval of the ordinances to (1): annex certain territory known as the AMK Annexation to the Town of Mead; (2) establish the initial zoning for the AMK Annexation as light industrial’ and (3) approve the AMK Annexation Agreement, which continued hearing shall be held on July 29, 2024, at 6:00 P.M. at Mead Town Hall, 441 Third Street, Mead, CO.”

ATTACHMENTS

Resolution No. 51-R-2024 (Eligibility Resolution)
Annexation Petition
Annexation Map
PC Resolution No. 02-PC-2024 (Recommending Approval)

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 51-R-2024**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO,
SETTING FORTH CERTAIN FINDINGS OF FACT AND CONCLUSIONS
AS TO THE ANNEXATION OF CERTAIN PROPERTY KNOWN AS THE
AMK ANNEXATION**

WHEREAS, the Board of Trustees of the Town of Mead, Colorado has received a petition for annexation and an annexation map of certain real property more fully described in said petition and maps (the “Property”), said petition and maps having heretofore been filed with the Town Clerk of the Town of Mead (together, the “Petition”); and

WHEREAS, the Board of Trustees previously adopted Resolution No. 37-R-2024, finding that the Petition was in substantial compliance with the Municipal Annexation Act of 1965, as amended (the “Act”), and scheduling a hearing on said Petition; and

WHEREAS, the Board of Trustees held a duly noticed public hearing on June 10, 2024, to consider the Petition; and

WHEREAS, in conformance with § 31-12-110 of the Act, as amended, the Board of Trustees has examined the Petition and related filings and wishes to make certain findings of fact as more fully set forth herein.

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

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

Section 2. The Board of Trustees further finds as follows:

- That the Property meets the requirements of Section 30(1)(b) of Article II of the Colorado Constitution and C.R.S. §§ 31-12-104 and 31-12-105, and is eligible for annexation to the Town of Mead;
- That an election is not required under the applicable requirements of Section 30(1)(a) of Article II of the Colorado Constitution and C.R.S. § 31-12-107(2); and
- That no additional terms or conditions are imposed which would require an election under C.R.S. § 31-12-112(1). Specifically, the Board of Trustees finds that there are no additional terms and conditions imposed on the proposed annexation of the Property to the Town.

Section 3. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining issues of this Resolution.

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 10TH DAY OF JUNE, 2024.

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen G. Whitlow, Mayor

PETITION FOR ANNEXATION
AMK ANNEXATION

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

The undersigned ("**Petitioner**"), in accordance with the Municipal Annexation Act of 1965 as set forth in C.R.S. § 31-12-101 et seq., as amended and as in effect on the submission date set forth below ("**Annexation Act**"), hereby petitions the Board of Trustees of the Town of Mead, Colorado ("**Board**"), to annex to the Town of Mead ("**Town**") the unincorporated territory located in the County of Weld, State of Colorado, which property is more particularly described in **Exhibit A-2** attached hereto and incorporated herein by reference ("**Property**").

The Property may be generally described as the AMK Annexation.

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

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

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

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

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

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

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

14. The land owned by Petitioner constitutes one hundred percent (100%) of the Property within the meaning of C.R.S. § 31-12-107(1) of the Annexation Act.

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

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

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

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

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

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

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

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

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


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

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

Respectfully submitted this 15th day of April, 2024.

Signature of Petitioner, Owner of Property Described in Exhibit A-1 to this Petition:

AMK Properties, LLC, a Colorado limited liability company

By: 
Name: Randy Stipich
Title: President

Date of Signature: 4/15/2024

Mailing Address:

11840 Highway 52
Fort Lupton, Colorado
80621

PARCEL DESCRIPTION

**AMK Zoning Map
Exhibit A-1**

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, monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 27269 and assuming the South line of the Southeast Quarter of Section 11, Township 3 North, Range 68 West of the 6th P.M., as bearing North 89°36'43" East, being a Grid Bearing of the Colorado State Plane, North Zone, North American Datum 1983/2011, monumented at the Southeast corner of said Section 11 by a #6 rebar with a 3.25" aluminum cap stamped LS 22098, a distance of 2628.10 feet and with all other bearings contained herein relative thereto;

THENCE North 89°36'43" East along said South line a distance of 722.30 feet to the Southwest corner of Lot A, Recorded Exemption #1207-11-4-RE2311, as recorded November 18, 1998, as Reception No. 2654501 of the records of the Weld County Clerk and Recorder (WCCR);
Thence along the West line of said Lot A the following 7 courses;
THENCE North 04°53'21" West a distance of 30.09 feet to the North Right of Way (ROW) line of Weld County Road 34 (WCR 34) and to the POINT OF BEGINNING;
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 338.28 feet to the North ROW line of WCR 34;

THENCE South 89°36'43" West, along said North line, a distance of 288.79 feet to the POINT OF BEGINNING.

Said described parcel of land contains 529,702 Square Feet or 12.160 Acres, more or less (±).

EXHIBIT A-2
TO PETITION FOR ANNEXATION

Legal Description of Property to be Annexed (including WCR 34 Right-of-Way)

PARCEL DESCRIPTION

**AMK Annexation
Exhibit A-2**

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.

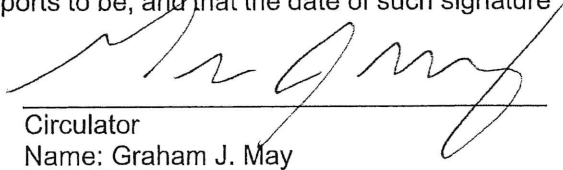
Said described parcel of land contains 588,970 Square Feet or 13.521 Acres, more or less (±).

EXHIBIT B
TO PETITION FOR ANNEXATION

Affidavit of Circulator

The undersigned, being of lawful age, who being first duly sworn upon oath deposes and says:

That (s)he was the circulator of the foregoing Petition for Annexation of lands to the Town of Mead, Colorado, consisting of ~~seven (7)~~ (1) pages, including **Exhibits A-1, A-2, and C** and the map attached hereto, but excluding the page of this **Exhibit B**, and that the signature of the petitioner AMK Properties, LLC, thereon was witnessed by the circulator and is the true and original signature of the person whose name it purports to be, and that the date of such signature is correct.



Circulator
Name: Graham J. May

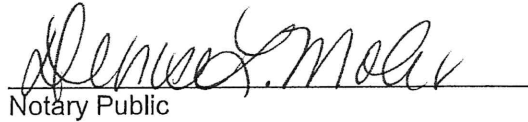
STATE OF COLORADO)
) ss.
COUNTY OF Weld)

15th The foregoing AFFIDAVIT OF CIRCULATOR was subscribed and sworn to before me this day of April, 2024, by Graham J. May.

Witness my hand and official seal.

My commission expires:

02/28/2028



Notary Public

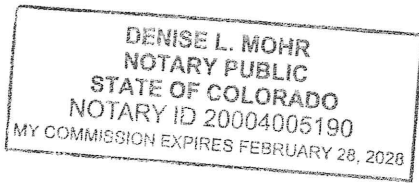


EXHIBIT C
TO PETITION FOR ANNEXATION

Annexation Map

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

AMK ANNEXATION

SITUATE IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.

13.521 ACRES

PARCEL DESCRIPTION

A parcel of land, situate in the Southeast Quarter of Section Eleven (11), Township Three North (3 N.), 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 46" steel aluminum cap stamped with the number 11, 2008, at the South Quarter Corner and monumented by a 46" steel aluminum cap stamped with the number 11, 2008, 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 the Raterink Annexation as recorded September 4, 1985, as reception number 2023518 of the records of the Weld County Clerk and Recorder;

THENCE North 89°36'43" 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, Reopened February 2007, J.L. & REZ311, 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 89°37'09" West a distance of 160.64 feet to the Southeast 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 REZ311, the following three courses;

THENCE North 09°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 Postle Annexation, the following two courses;

THENCE North 89°11'57" 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 REZ311 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 Bligh 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.

Said described parcel of land contains 388,970 Square Feet or 13.521 Acres, more or less (±).

OWNER: AMK Properties, LLC, a Colorado Limited Liability Company

By: _____ As: _____

Witness my hand and seal this _____ day of _____, 20____.

NOTARIAL CERTIFICATE

STATE OF COLORADO)

COUNTY OF WELD) ss

The foregoing instrument was acknowledged before me by _____ as _____ this _____ day of _____, 20____.

Witness my Hand and Official Seal.

My commission expires: _____

SURVEYOR'S CERTIFICATE

I, Steven Parks a licensed Professional Land Surveyor in the State of Colorado, do hereby certify that the Annexation Map shown herein is a correct delineation of the above described parcel of land.

PRELIMINARY

Steven Parks - On Behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38348

CERTIFICATE OF APPROVAL BY THE BOARD OF TRUSTEES

The Annexation Map shown herein is approved and accepted by Ordinance Number _____ and adopted at the regular meeting of the Board of Trustees of Mead, Colorado held on the _____ day of _____, 20____.

Mayor _____ Town Clerk _____

TITLE COMMITMENT NOTE

For all information regarding easements, rights-of-way and title of records, Majestic Surveying, LLC relied upon Title Commitment Number FCC25196634, dated March 9, 2022, as prepared by Land Title Guarantee Company to delineate the aforesaid information.

This survey does not constitute a title search by Majestic Surveying, LLC to determine ownership or easements of record.

SURVEYOR'S NOTES

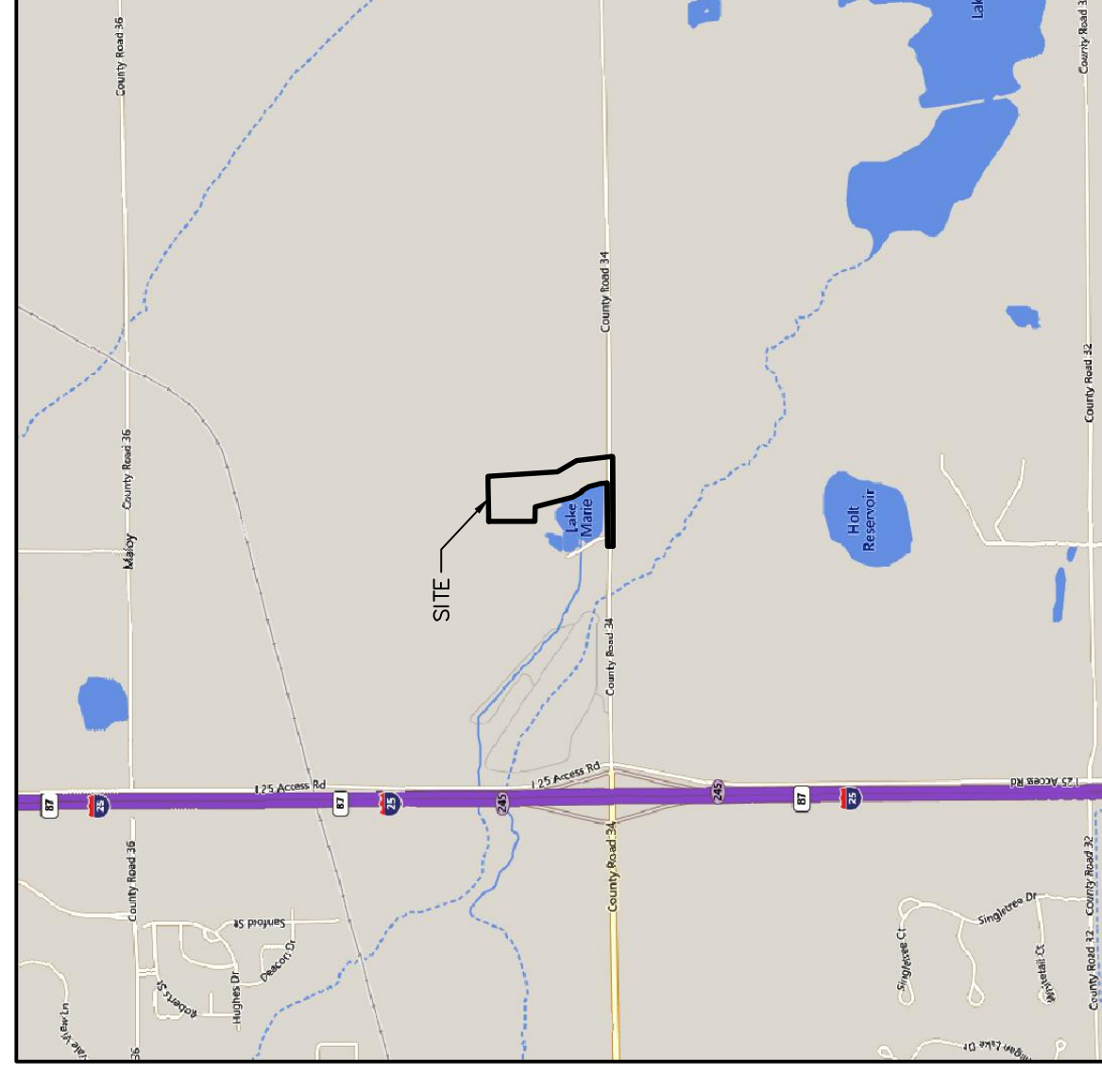
1. Adjacent parcel ownership provided by county assessor page at the time of survey.

BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

Assuming the South line of the Southeast Quarter of Section 11, Township 3 North, Range 68 West of the 6th P.M., monumented as shown on this drawing, 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 and with all other bearings contained herein relative thereto.

The lineal dimensions as contained herein are based upon the "U.S. Survey Foot".

NOTICE
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 hereon. (13-80-105 C.R.S. 2012)



VICINITY MAP
SCALE: 1" = 2000'

ANNEXATION TABLE

TOTAL PERIMETER OF PARCEL TO BE ANNEXED: 5,174.38 FEET
CONTIGUOUS PERIMETER TO PRESENT TOWN BOUNDARY: 1,117.66 FEET
MINIMUM ALLOWABLE CONTIGUITY (1/6 TOTAL PERIMETER): 862.40 FEET

LEGEND

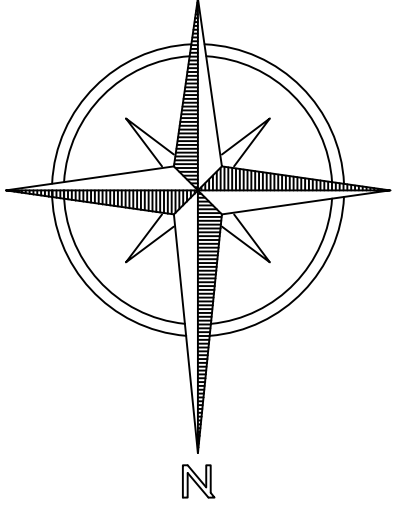
■	ALIOUT CORNER AS DESCRIBED	— — — — —	ANNEXATION BOUNDARY
○	CALCULATED POSITION	- - - - -	EASEMENT LINE
■	FOUND MONUMENT AS DESCRIBED	- - - - -	RIGHT OF WAY LINE
▲	FOUND #6 REBAR TH YELLOW	- - - - -	SECTION LINE
◆	FOUND #6 REBAR WITH YELLOW PLASTIC CAP LS 11682	- - - - -	PARCEL LINE
●	FOUND #6 REBAR WITH RED PLASTIC CAP LS 38546	///////	CONTIGUITY TO TOWN OF MEAD

PROJECT NO: 2022243	NAME: 4665 WCR 34	REVISIONS:	DATE:
DATE: 10-20-2022	CLIENT: CLAYSTONE	REDLINES	10-20-22
DRAWN BY: MAK	FILE NAME: 2022243ALTA		
CHECKED BY: JJ	SCALE: 1" = 60'		



AMK ANNEXATION

SITUATE IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.
12.160 ACRES



TOWN OF MEAD
POSTLE ANNEXATION
REC. NO. 4774032

TOWN OF MEAD
POSTLE ANNEXATION
REC. NO. 4774032

PARCEL NO. 120711400003

LOT 4, BLOCK 1
RATERINK MIXED USE
FINAL PLAT

TOWN OF MEAD
RATERINK ANNEXATION
REC. NO. 4219865

LOT 4, BLOCK 1
RATERINK MIXED USE
FINAL PLAT

TOWN OF MEAD
RATERINK ANNEXATION
REC. NO. 4219865

PARCEL NO. 120711400004

BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

Assuming the South line of the Southeast Quarter of Section 11, Township 3 North, Range 68 West of the 6th P.M., monumented as shown on this drawing, 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 and with all other bearings contained herein relative thereto.

The lineal dimensions as contained herein are based upon the "U.S. Survey Foot".

LEGEND

□	AUDIOT CORNER AS DESCRIBED	—	ANNEXATION BOUNDARY
○	CALCULATED POSITION	---	EASEMENT LINE
■	FOUND MONUMENT AS DESCRIBED	---	RIGHT OF WAY LINE
▲	FOUND #4 REBAR WITH YELLOW PLASTIC CAP LS 11682	---	SECTION LINE
◆	FOUND #4 REBAR WITH YELLOW PLASTIC CAP LS 28971	---	PARCEL LINE
●	FOUND #4 REBAR WITH RED PLASTIC CAP LS 38248	---	CONTIGUITY TO TOWN OF MEAD

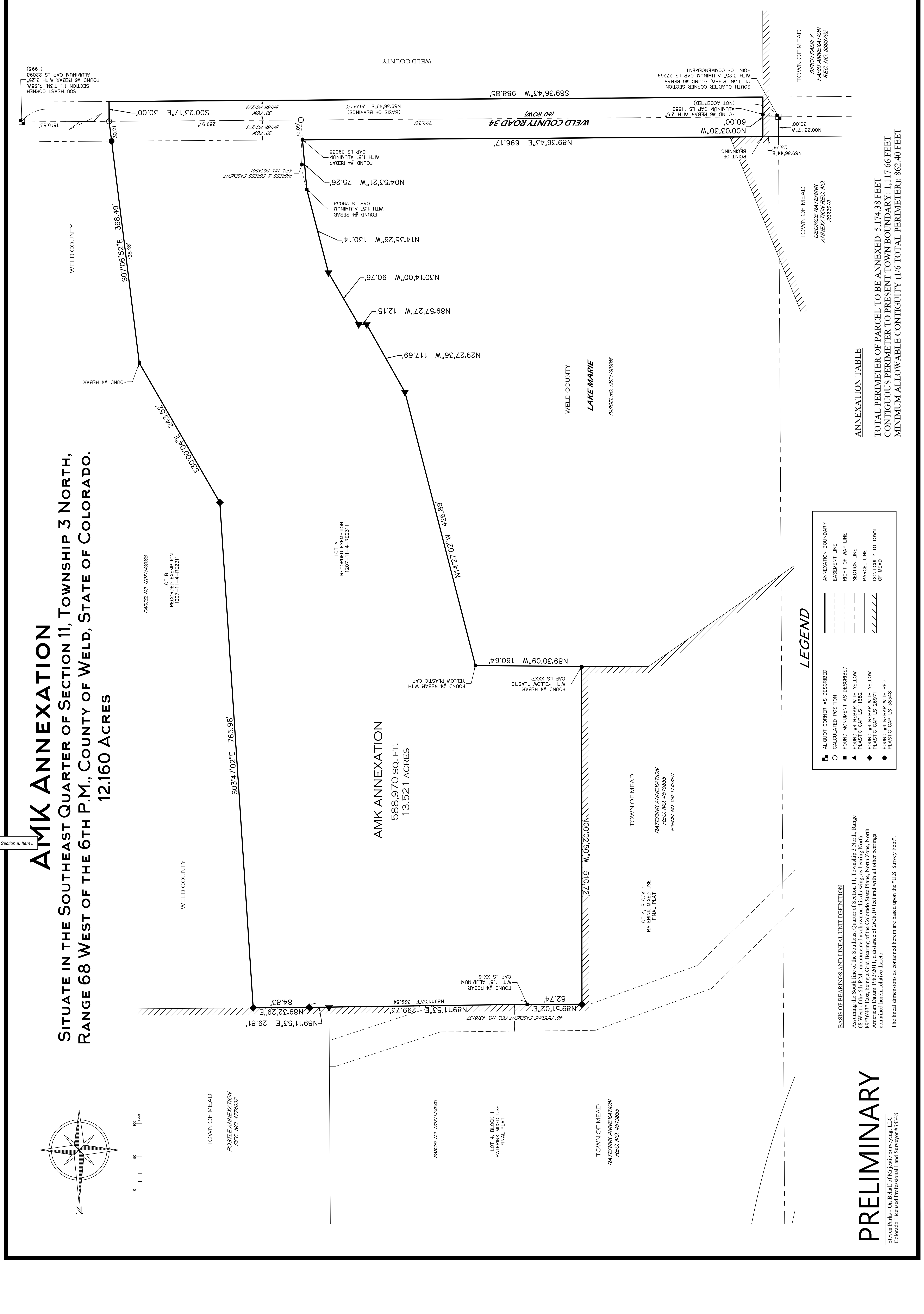
ANNEXATION TABLE

TOTAL PERIMETER OF PARCEL TO BE ANNEXED: 5,174.38 FEET
CONTIGUOUS PERIMETER TO PRESENT TOWN BOUNDARY: 1,117.66 FEET
MINIMUM ALLOWABLE CONTIGUITY (1/6 TOTAL PERIMETER): 862.40 FEET

PROJECT NO. 2022243	NAME: 4665 WCR 34	REVISIONS:	DATE:
DATE: 10-20-2022	CLIENT: CLAYSTONE	REDLINES:	10-20-22
DRAWN BY: MAK	FILE NAME: 2022243ALTA		
CHECKED BY: JJ	SCALE: 1" = 60'		



NOTICE
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 hereon. (13-80-105 C.R.S. 2012)



AMK ANNEXATION

SITUATE IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.

13.521 ACRES

PARCEL DESCRIPTION

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.

Said described parcel of land contains 588,970 Square Feet or 13.521 Acres, more or less (±).

OWNER: AMK Properties, LLC, a Colorado Limited Liability Company

By: _____ As: _____

Witness my hand and seal this _____ day of _____, 20__.

NOTARIAL CERTIFICATE

STATE OF COLORADO)
) ss
 COUNTY OF WELD)
 The foregoing instrument was acknowledged before me by _____ as
 _____ this _____ day of _____, 20__.

Witness my Hand and Official Seal.
 My commission expires: _____.

SURVEYOR'S CERTIFICATE

I, Steven Parks a licensed Professional Land Surveyor in the State of Colorado, do hereby certify that the Annexation Map shown hereon is a correct delineation of the above described parcel of land.

CERTIFICATE OF APPROVAL BY THE BOARD OF TRUSTEES

The Annexation Map shown hereon is approved and accepted by Ordinance Number _____, passed and adopted at the regular meeting of the Board of Trustees of Mead, Colorado held on the _____ day of _____, 20__.

Mayor _____ Attest: _____
 Town Clerk

TITLE COMMITMENT NOTE

For all information regarding easements, rights-of-way and title of records, Majestic Surveying, LLC relied upon Title Commitment Number FCC25196634, dated March 9, 2022, as prepared by Land Title Guarantee Company to delineate the aforesaid information.

This survey does not constitute a title search by Majestic Surveying, LLC to determine ownership or easements of record.

SURVEYOR'S NOTES

1. Adjacent parcel ownership provided by county assessor page at the time of survey.

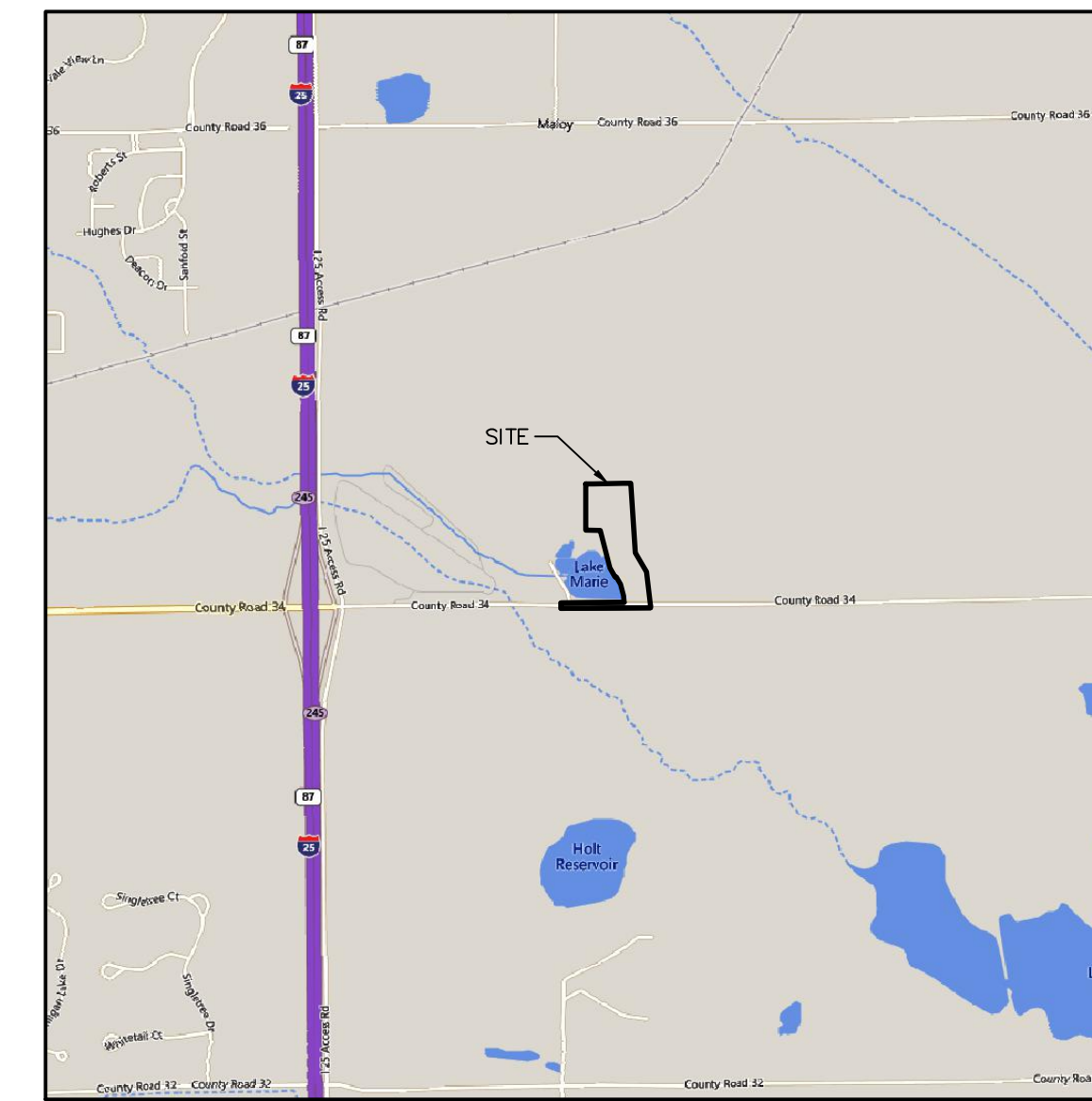
BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

Assuming the South line of the Southeast Quarter of Section 11, Township 3 North, Range 68 West of the 6th P.M., monumented as shown on this drawing, 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 and with all other bearings contained herein relative thereto.

The lineal dimensions as contained herein are based upon the "U.S. Survey Foot".

NOTICE

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VICINITY MAP
 SCALE: 1" = 2000'

ANNEXATION TABLE

TOTAL PERIMETER OF PARCEL TO BE ANNEXED: 5,174.38 FEET
 CONTIGUOUS PERIMETER TO PRESENT TOWN BOUNDARY: 1,117.66 FEET
 MINIMUM ALLOWABLE CONTIGUITY (1/6 TOTAL PERIMETER): 862.40 FEET

LEGEND

■ ALIQUOT CORNER AS DESCRIBED	———— ANNEXATION BOUNDARY
○ CALCULATED POSITION	- - - - - EASEMENT LINE
■ FOUND MONUMENT AS DESCRIBED	- - - - - RIGHT OF WAY LINE
▲ FOUND #4 REBAR WITH YELLOW PLASTIC CAP LS 11682	- - - - - SECTION LINE
◆ FOUND #4 REBAR WITH YELLOW PLASTIC CAP LS 28971	———— PARCEL LINE
● FOUND #4 REBAR WITH RED PLASTIC CAP LS 38348	/////// CONTIGUITY TO TOWN OF MEAD

PRELIMINARY

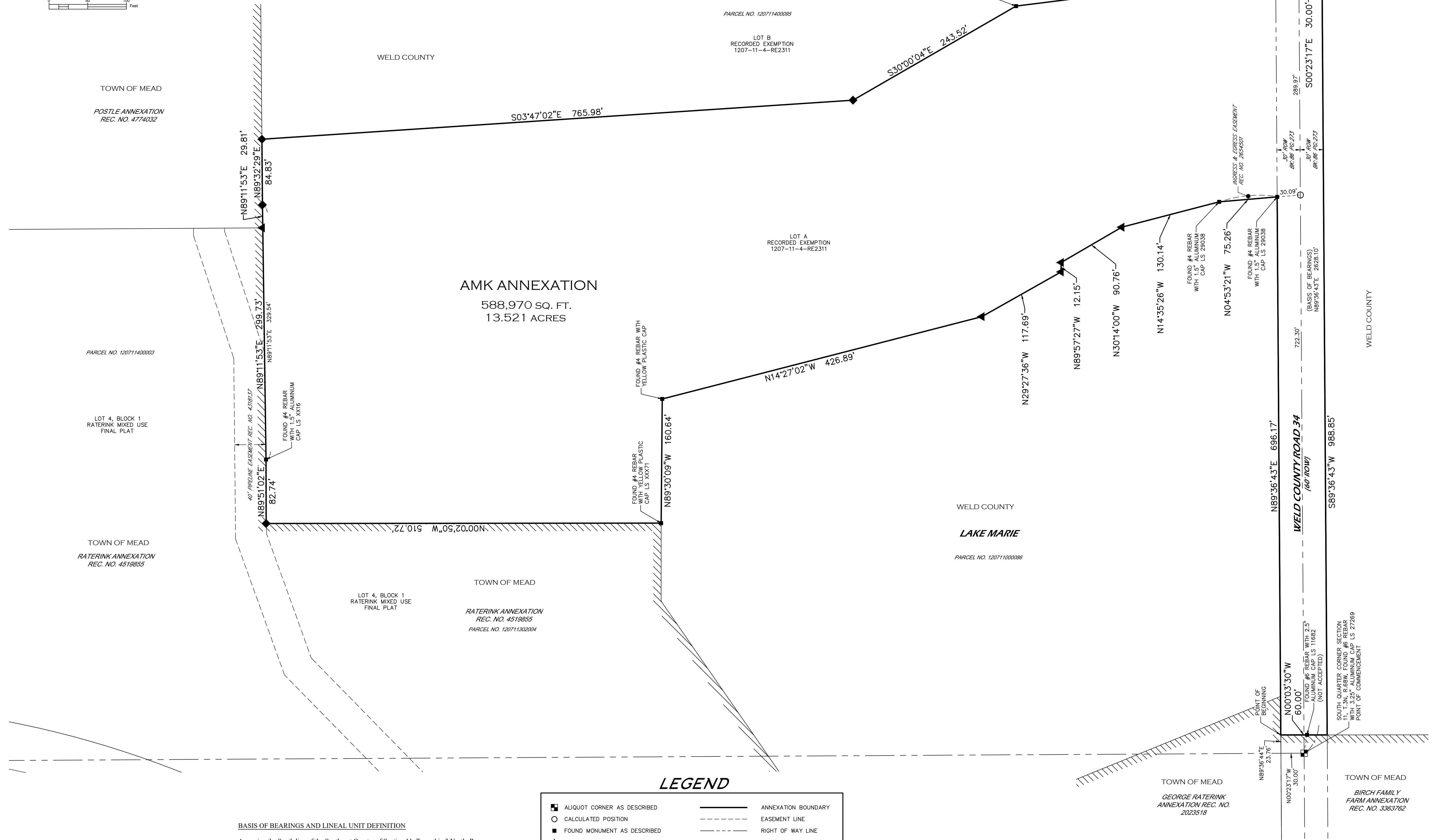
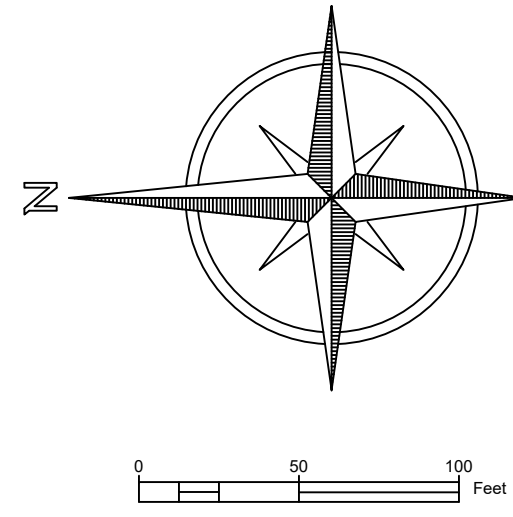
Steven Parks - On Behalf of Majestic Surveying, LLC
 Colorado Licensed Professional Land Surveyor #38348



PROJECT NO: 2022243	NAME: 4665 WCR 34	REVISIONS:	DATE:
DATE: 10-20-2022	CLIENT: CLAYSTONE	REDLINES	10-20-22
DRAWN BY: MAK	FILE NAME: 2022243ALTA		
CHECKED BY: JJ	SCALE: 1" = 60'		

AMK ANNEXATION

SITUATE IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH,
RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.
12.160 ACRES



LEGEND

■ ALIQUOT CORNER AS DESCRIBED	— ANNEXATION BOUNDARY
○ CALCULATED POSITION	- - - - EASEMENT LINE
■ FOUND MONUMENT AS DESCRIBED	- - - - RIGHT OF WAY LINE
▲ FOUND #4 REBAR WITH YELLOW PLASTIC CAP LS 11682	- - - - SECTION LINE
◆ FOUND #4 REBAR WITH YELLOW PLASTIC CAP LS 26971	- - - - PARCEL LINE
● FOUND #4 REBAR WITH RED PLASTIC CAP LS 38348	CONTIGUITY TO TOWN OF MEAD

BASIS OF BEARINGS AND LINEAL UNIT DEFINITION

Assuming the South line of the Southeast Quarter of Section 11, Township 3 North, Range 68 West of the 6th P.M., monumented as shown on this drawing, 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 and with all other bearings contained herein relative thereto.

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PRELIMINARY

Steven Parks - On Behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38348

ANNEXATION TABLE

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MINIMUM ALLOWABLE CONTIGUITY (1/6 TOTAL PERIMETER): 862.40 FEET



MAJESTIC SURVEYING, LLC 1111 DIAMOND VALLEY DRIVE #104 WINDSOR, CO 80550
(970)-535-5698

NOTICE
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PROJECT NO. 2022243	NAME: 4665 WCR 34	REVISIONS:	DATE:
DATE: 10-20-2022	CLIENT: CLAYSTONE	REDLINES	10-20-22
DRAWN BY: MAK	FILE NAME: 2022243ALTA		
CHECKED BY: JJ	SCALE: 1" = 60'		

**TOWN OF MEAD, COLORADO
PLANNING COMMISSION
RESOLUTION NO. 02-PC-2024**

A RESOLUTION OF THE PLANNING COMMISSION OF THE TOWN OF MEAD, COLORADO RECOMMENDING APPROVAL OF THE AMK ANNEXATION, AND FURTHER RECOMMENDING THE ESTABLISHMENT OF INITIAL ZONING FOR THE SUBJECT PROPERTY AS LIGHT INDUSTRIAL (LI)

WHEREAS, by petition for annexation submitted to the Town of Mead by AMK Properties, LLC (the “Annexation Petition”), annexation proceedings have been initiated for certain real property generally described as the AMK Annexation, consisting of a total of 13.52 acres more or less, as described more particularly in **Exhibit 1** attached hereto (“Subject Property”); and

WHEREAS, AMK Properties, LLC is the fee owner of the Subject Property (“Owner”); and

WHEREAS, copies of the Annexation Petition and AMK Annexation Map (“Annexation Map”) have been distributed to the Planning Commission and are on file with the Town Clerk; and

WHEREAS, the Subject Property is currently located in unincorporated Weld County; and

WHEREAS, C.R.S. § 31-12-115(2) requires that property annexed to the Town must be zoned pursuant to the Town’s zoning regulations within ninety (90) days after the effective date of the annexation; and

WHEREAS, the Owner has initiated zoning proceedings for the Subject Property and is proposing that the Subject Property be rezoned from Weld County Agricultural to Town of Mead Light Industrial (LI) Zoning District, as more particularly shown in the “**AMK ZONING MAP**” a copy of which is attached to this Resolution as **Exhibit 2** (“Proposed Zoning Map”); and

WHEREAS, in accordance with Sections 16-8-90 and 16-3-160 of the *Mead Municipal Code* (“MMC”), the Planning Commission held a duly noticed public hearing on May 15, 2024, to consider the proposed annexation of the Subject Property and the establishment of initial zoning of the Subject Property; and

WHEREAS, the Planning Commission has reviewed the Annexation Petition, the Annexation Map, the Proposed Zoning Map, and other materials distributed to the Planning Commission by Town Staff at or prior to the May 15, 2024 meeting and public hearing, and desires to recommend to the Board of Trustees that the Board of Trustees proceed to annex the Subject Property and establish the initial zoning designation of the Subject Property as Light Industrial (LI) Zoning District, as specifically shown in the Proposed Zoning Map.

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

Section 1. The Planning Commission has reviewed the proposed annexation of the Subject Property prior to making a recommendation to the Board of Trustees, as required by Section 16-8-90 of the MMC. The Planning Commission further finds that the public hearing on the proposed establishment of initial zoning for the Subject Property was held, conducted and concluded in accordance with Section 16-3-160 of the MMC.

Section 2. The Planning Commission recommends approval of the annexation of the Subject Property, and therefore recommends that the Board of Trustees proceed to approve the annexation of the Subject Property, as more particularly described in the Annexation Petition and Annexation Map, on terms and conditions acceptable to the Board of Trustees.

Section 3. The Planning Commission recommends approval of the Light Industrial (LI) zoning designation of the Subject Property, based on a finding that the criteria set forth in Section 16-3-160(e)(2) have been satisfied; specifically, an amendment to the Town’s official zoning map is supported due to changed or changing conditions in a particular area or in the Town generally. The Planning Commission recommends that the Board of Trustees proceed to establish the initial zoning of the Subject Property as Light Industrial (LI) Zoning District, in accordance with the Proposed Zoning Map.

Section 4. Town Staff shall cause a copy of this Resolution to be provided to the Board of Trustees on or before the date of the eligibility hearing, as required by Section 16-8-90 of the MMC.

Section 5. Effective Date. This resolution shall become effective immediately upon adoption.

INTRODUCED, READ, PASSED AND ADOPTED THIS 15TH DAY OF MAY, 2024.

ATTEST:

**TOWN OF MEAD PLANNING
COMMISSION**

By: Ana M. Bohl
Ana Bohl, Secretary

By: Ryan Sword
Ryan Sword, Chairman

**Exhibit 1
Legal Description
AMK ANNEXATION**

(attached)

**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.

Said described parcel of land contains 588,970 Square Feet or 13.521 Acres, more or less (±)

AMK ANNEXATION

**SITUATE IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH,
RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.
13.521 ACRES**

PARCEL DESCRIPTION

A parcel of land, situate in the Southeast Quarter of Section Eleven (11), Township Three North, Range Sixty-eight West 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, an bearing North 89°30'41" East, being a field bearing of the Colorado State Plane, North Zone, North American Datum 1983 (NAD 83), a distance of 74,328.15 feet, monumented by a 60 rebar with a 3.25" aluminum cap stamped LS 27269 as the South Quarter Corner and monumented by a 60 rebar with a 3.25" aluminum cap stamped LS 22099 as 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 Rasmussen Annexation as recorded September 4, 1985, as reception number 2023516 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 21.76 feet to the POINT OF BEGINNING;

THENCE North 89°24'43" East, continuing along said North Right of Way, a distance of 699.17 feet to the West line of Lot A, Recorded Easement 1207-11-4-RE2711, as recorded November 18, 1998, as reception number 2634550 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 75.37 feet;
- THENCE North 14°33'26" West a distance of 130.14 feet;
- THENCE North 30°14'00" West a distance of 90.76 feet;
- THENCE North 89°37'27" West a distance of 12.15 feet;
- THENCE North 29°27'28" West a distance of 119.69 feet;
- THENCE North 14°27'03" West a distance of 426.49 feet;
- THENCE North 89°30'09" West a distance of 146.64 feet to the Southwest corner of Prairie Anacostina, as recorded September 3, 2019, as Reception No. 451955 of the WCCRC.

Thence along the East and North lines of said Prairie Anacostina, being coincident with the West and North lines of said RE2311, the following three courses;

- THENCE North 00°02'30" West a distance of 510.72 feet;
 - THENCE North 89°31'02" East a distance of 52.74 feet;
 - THENCE North 89°11'14" East a distance of 259.79 feet to the Southwest corner of Prairie Anacostina as recorded November 3, 2021, as Reception No. 4774032 of the WCCRC;
- Thence along the South line of said Prairie Anacostina, 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°12'30" East a distance of 64.83 feet;
- Thence dropping said South line of Prairie Anacostina, 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 90°00'04" East a distance of 243.52 feet;
 - THENCE South 07°06'10" East a distance of 358.49 feet to the South line of said Southeast Quarter of Section 11;
 - THENCE South 02°21'17" East a distance of 10.00 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 994.85 feet to the East line of Birch Family Farm Annexation as recorded February 17, 2006, as reception number 2607516 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.

Said described parcel of land contains 584,970 Square Feet or 13.521 Acres, more or less (±).

OWNER: AMK Properties, LLC, a Colorado Limited Liability Company
By: _____ At: _____

Witness my hand and seal this ____ day of _____, 20__.

NOTARIAL CERTIFICATE
STATE OF COLORADO)
COUNTY OF WELD)
The foregoing instrument was acknowledged before me by _____ as _____ this ____ day of _____, 20__.

Witness my hand and Official Seal.
My commission expires: _____

SURVEYOR'S CERTIFICATE
I, Steven Parks a Licensed Professional Land Surveyor in the State of Colorado, do hereby certify that the Annexation Map shown herein is a correct delineation of the above described parcel of land.

PRELIMINARY
Steven Parks - On behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #18348

CERTIFICATE OF APPROVAL BY THE BOARD OF TRUSTEES

The Annexation Map shown herein is approved and accepted, by Ordinance Number _____ passed and adopted at the regular meeting of the Board of Trustees of Weld, Colorado held on the ____ day of _____, 20__.

Mayor _____ Attest: _____
Town Clerk

TITLE COMMITMENT NOTE
For all information regarding easement, right-of-way and title records, Majestic Surveying, LLC relied upon Title Commitment Member FCC2196034, dated March 9, 2022, as prepared by Land Title Guarantee Company to determine the aforesaid information.

This survey does not constitute a title search by Majestic Surveying, LLC to determine ownership or easement of record.

SURVEYOR'S NOTE
1. Adjacent parcel ownership provided by county assessor maps at the time of survey.

BASIS OF BEARINGS AND LINEAL UNIT DEFINITION
Assuming the South line of the Southeast Quarter of Section 11, Township 3 North, Range 68 West of the 6th P.M., monumented as above on this drawing as bearing North 89°30'41" East, being a field bearing of the Colorado State Plane, North Zone, North American Datum 1983 (NAD 83), a distance of 74,328.15 feet and with all other bearings contained herein relative thereto.

The lineal measurements are contained herein as based upon the "U.S. Survey Foot".

NOTICE
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 herein. (13-C.R.S. 20-12)



ANNEXATION TABLE
TOTAL PERIMETER OF PARCEL TO BE ANNEXED: 5,174.38 FEET
CONTIGUOUS PERIMETER TO PRESENT TOWN BOUNDARY: 1,117.66 FEET
MINIMUM ALLOWABLE CONTIGUITY (1/6 TOTAL PERIMETER): 862.40 FEET

LEGEND

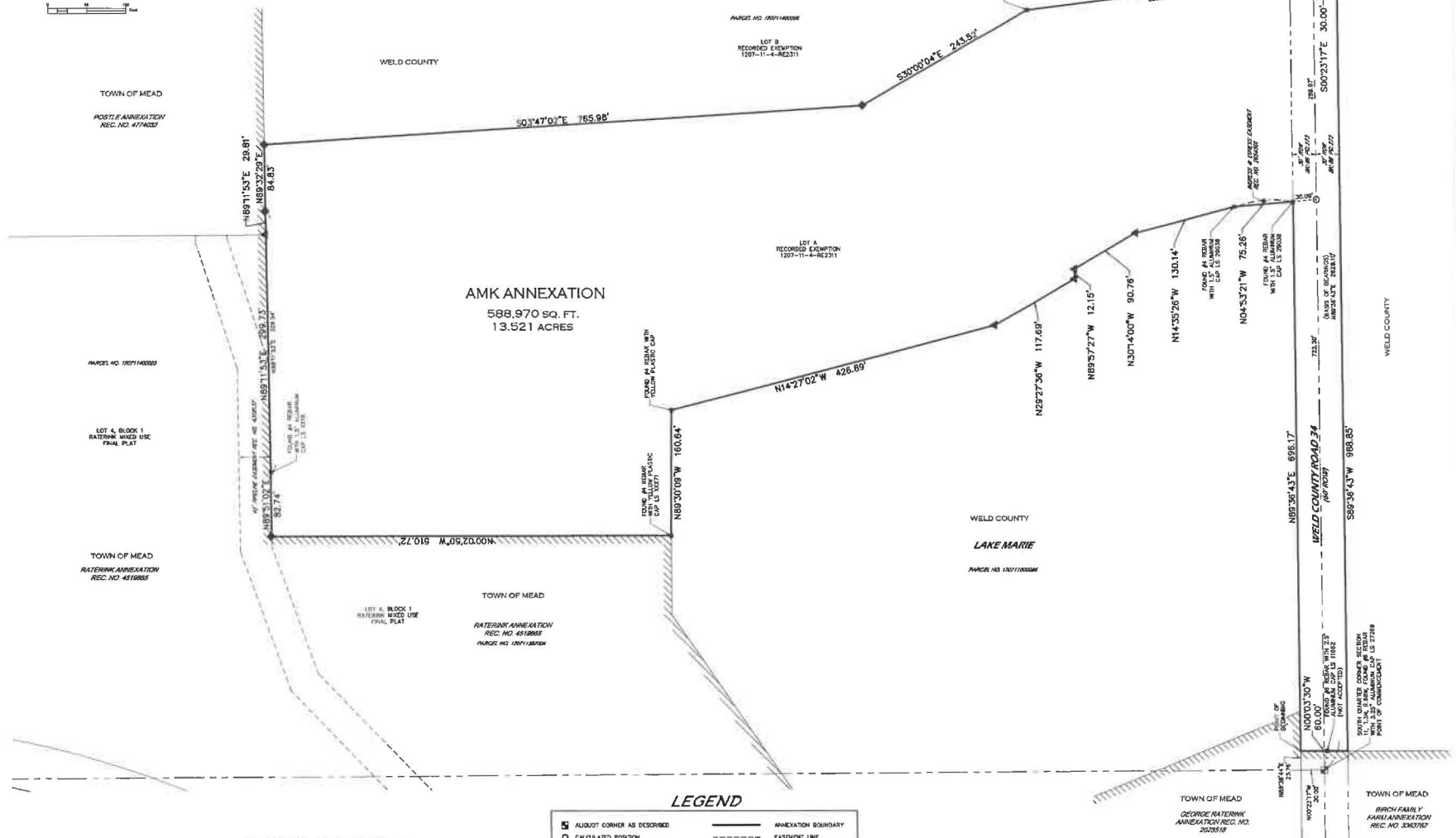
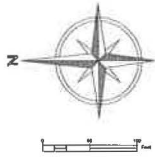
ADJUT CORNER AS DESCRIBED	ANNEXATION BOUNDARY
CALCULATED POSITION	EASEMENT LINE
FOUND MONUMENT AS DESCRIBED	RIGHT OF WAY LINE
FOUND #4 REBAR WITH YELLOW PLASTIC CAP LS 11582	SECTION LINE
FOUND #4 REBAR WITH YELLOW PLASTIC CAP LS 20971	PARCEL LINE
FOUND #4 REBAR WITH RED PLASTIC CAP LS 30346	CONTIGUITY TO TOWN OR LEAD

	PROJECT NO: 2022243	NAME: 4665 WCR 34	REVISIONS:	DATE:
	DATE: 10-20-2022	CLIENT: CLAYSTONE	REDLINES:	10-20-22
	DRAWN BY: MAK	FILE NAME: 2022243ALTA		
	CHECKED BY: JJ	SCALE: 1" = 60'		

1
SHEET 1 OF 2

AMK ANNEXATION

SITUATE IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH,
RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.
12.160 ACRES



RANGE OF BEARINGS AND LINEAL UNIT DEFINITION
Bearings in this drawing are based on the Southeast Quarter of Section 11, Township 3 North, Range 68 West of the 6th P.M., as shown on this drawing, as bearing North 89°54'47\"/>

LEGEND

- ◻ ADJUST CORNER AS DESCRIBED
- CALCULATED POSITION
- FOUND MONUMENT AS DESCRIBED
- ▲ FOUND #4 REBAR WITH YELLOW PLASTIC CAP IS 11662
- ◆ FOUND #4 REBAR WITH YELLOW PLASTIC CAP IS 28671
- ◆ FOUND #4 REBAR WITH RED PLASTIC CAP IS 38245
- ANNEXATION BOUNDARY
- EAST/WEST LINE
- RIGHT OF WAY LINE
- - - SECTION LINE
- PARCEL LINE
- ////// CONTIGUITY TO TOWN OF MEAD

ANNEXATION TABLE

TOTAL PERIMETER OF PARCEL TO BE ANNEXED: 5,174.38 FEET
CONTIGUOUS PERIMETER TO PRESENT TOWN BOUNDARY: 1,117.66 FEET
MINIMUM ALLOWABLE CONTIGUITY (1/6 TOTAL PERIMETER): 862.40 FEET

PRELIMINARY

Survey Plans - The Method of Majestic Surveying, LLC
California Licensed Professional Land Surveyors #93248

2

SHEET 2 OF 2

DATE:	10-20-22
REVISIONS:	
NAME:	4668.WC134
CLIENT:	CLAYSTONE
FILE NAME:	2022KALITA
DRAWN BY:	DAK
CHECKED BY:	J.J
SCALE:	1" = 40'

MAJESTIC SURVEYING
11500 W. 10TH AVENUE, SUITE 100, DENVER, CO 80202
303.751.1888

NOTICE: Owner has been notified of this preliminary drawing and has been advised that this drawing is preliminary and subject to change. The surveyor is not responsible for any errors or omissions in this drawing. The surveyor is not responsible for any errors or omissions in this drawing. The surveyor is not responsible for any errors or omissions in this drawing.

Section a, Item i.

**Exhibit 2
AMK ZONING MAP**

(attached)

AMK ZONING MAP

**SITUATE IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH,
RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.
13.521 ACRES**

CERTIFICATE OF OWNERSHIP

The undersigned [s] [we] the owner(s) of certain lands in Mead, Colorado, described as follows, except public rights-of-way:

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 being North 89°16'37" East, being a Grid bearing of the Colorado State Plane, North Zone, North American Datum 1983 (NAD 83), a distance of 2028.19 feet, monumented by a 1/2" brass pin with a 3/16" aluminum cap stamped L.S. 27269 at the South Quarter Corner and monumented by a 1/2" rebar with a 3/16" aluminum cap stamped L.S. 27098 at the Southeast Corner of said Section 11, and with all other bearings contained herein relative thereto;

THENCE North 89°16'37" East along said South line a distance of 722.30 feet to the Southwest corner of Lot A, Resubdivision Exception #1207-11-1-022311, as recorded November 18, 1992, as Reception No. 2654591 of the records of the Weld County Clerk and Recorder (WCCCR);

THENCE along the West line of said Lot A the following 7 courses:
 THENCE North 04°15'21" West a distance of 30.09 feet to the North Right of Way (ROW) line of Wild Cherry Road 34 (WCR 34) and to the POINT OF BEGINNING;
 THENCE North 04°15'21" West a distance of 75.27 feet;
 THENCE North 14°35'26" West a distance of 130.14 feet;
 THENCE North 10°16'00" West a distance of 97.79 feet;
 THENCE North 89°27'27" West a distance of 12.15 feet;
 THENCE North 29°27'28" West a distance of 117.06 feet;
 THENCE North 16°27'52" West a distance of 426.89 feet;
 THENCE North 89°39'09" West a distance of 140.64 feet to the Southeast corner of Raterink Association, as recorded September 3, 2015, as Reception No. 4539253 of the WCCCR;
 THENCE along the East and North lines of said Raterink Association, being coincident with the West and North lines of said R22311, the following three courses:
 THENCE North 09°02'50" West a distance of 110.72 feet;
 THENCE North 89°21'02" East a distance of 82.29 feet;
 THENCE North 89°17'54" East a distance of 296.73 feet to the Southeast corner of Pacific Association as recorded November 8, 2022, as Reception No. 4774033 of the WCCCR;
 THENCE along the South line of said Pacific Association, being coincident with the North line of said R22311, the following two courses:
 THENCE North 89°17'53" East a distance of 29.81 feet;
 THENCE North 89°15'29" East a distance of 84.83 feet;
 THENCE departing said South line of Pacific Association, and continuing along the East and South lines of said R22311 the following 4 courses:
 THENCE South 02°47'02" East, a distance of 765.98 feet;
 THENCE South 50°00'04" East a distance of 241.52 feet;
 THENCE South 07°06'23" East a distance of 178.28 feet to the North ROW line of WCR 34;
 THENCE South 89°36'43" West, along said North line, a distance of 218.39 feet to the POINT OF BEGINNING.

and (do/does) hereby lay out and establish this Zoning Amendment Map of the above-described land under the name and style of AMK ANNEXTATION; and further acknowledge(s) that: a) the change in zoning shall be from AGRICULTURAL to LIGHT INDUSTRIAL; among, in accordance with the requirements of Article 16 of the Mead Municipal Code, by all conditions, terms and specifications designated or described herein shall be binding on the owner(s) and the heirs, successors and assigns of the owner(s); and c) the signature herein of any representative of a partnership, limited liability company, or corporate entity, if applicable, indicates that all required approvals have been obtained.

This described Zoning Amendment Map contains 529,702 square feet or 12.166 acres, more or less, together with and subject to all easements and rights-of-way existing as of the date of recording.

I, the undersigned, [I] [we] have hereunto set [my] [our] hand(s) and seal(s) this ___ day of _____, 20__.

AMK Properties LLC

By: _____

Name: _____

Title: _____

State of Colorado)
) ss

County of Weld)

The foregoing Certificate of Ownership was acknowledged before me on this ___ day of _____, 20__ by _____ of _____

Witness My Hand and Seal: _____

Notary Public

My commission expires: _____

SURVEYOR'S CERTIFICATE

I, Steven Parks a Licensed Professional Land Surveyor in the State of Colorado, do hereby certify that the Zoning Amendment Map shown herein is a correct delineation of the above-described parcel of land.

I further certify that the Zoning Amendment Map (and legal description(s) were prepared under my personal supervision and in accordance with applicable State of Colorado requirements on this ___ day of _____, 20__.

CERTIFICATE OF APPROVAL BY THE BOARD OF TRUSTEES

The Attachment Map shown herein is approved and accepted by Ordinance Number _____ passed and adopted at the regular meeting of the Board of Trustees of Mead, Colorado held on the ___ day of _____, 20__.

Mayor _____

Attest: _____
 Town Clerk

CERTIFICATE OF LIENHOLDER/DEED OF TRUST HOLDER

The undersigned hereby certifies that it is a lawful lienholder/deed of trust holder as to the real property described in this Zoning Amendment Map, and hereby certifies that it acknowledges the establishment of this Zoning Amendment Map, and accepts the conditions and restrictions (if any) set forth in this Zoning Amendment Map.

AMK Properties LLC

By: _____

Name: _____

Title: _____

State of Colorado)
) ss

County of Weld)

The foregoing Certificate of Lienholder/Deed of Trust Holder was acknowledged before me on this ___ day of _____, 20__ by _____ of _____.

Witness My Hand and Seal: _____

Notary Public

My commission expires: _____

Planning Commission Certificate

Recommended for Approval by the Mead Planning Commission this ___ day of _____, 20__.

Chairperson _____

Secretary _____

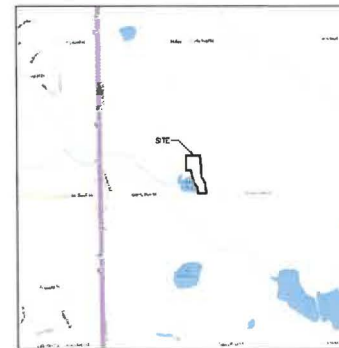
TITLE COMMITMENT NOTE

For all information regarding easements, rights-of-way and title of records, Majestic Surveying, LLC relied upon Title Commitment Number FC2519404, dated March 9, 2022, as prepared by Land Title Insurance Company to delineate the aforesaid information.

This survey does not constitute a field search by Majestic Surveying, LLC to determine necessity or existence of records.

SURVEYOR'S NOTES

1. Adjacent parcel ownership provided by county assessor page at the time of survey.



VICINITY MAP
 SCALE: 1" = 200'

LEGEND

- ALLOT CORNER AS DESCRIBED
- CALCULATED POSITION
- FOUND MONUMENT AS DESCRIBED
- FOUND #1 REBAR WITH YELLOW PLASTIC CAP L.S. 11882
- FOUND #4 REBAR WITH YELLOW PLASTIC CAP L.S. 21871
- FOUND #4 REBAR WITH RED PLASTIC CAP L.S. 38318
- ZONING BOUNDARY
- EASEMENT LINE
- RIGHT OF WAY LINE
- SECTION LINE
- PARCEL LINE

RANGE OF BEARINGS AND LINEAL UNIT DEFINITION

Assuming the South line of the Southeast Quarter of Section 11, Township 3 North, Range 68 West of the 6th P.M., monumented as above on this drawing, as being North 89°16'37" East, being a Grid bearing of the Colorado State Plane, North Zone, North American Datum 1983 (NAD 83), a distance of 2028.19 feet and with all other bearings contained herein relative thereto.

The lineal dimensions as indicated herein are based upon the "U.S. Survey Foot".

PRELIMINARY

Steven Parks - On Behalf of Majestic Surveying, LLC
 Colorado Licensed Professional Land Surveyor #36348

NOTICE:
 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 herein. (13-40-105 C.R.S. 3(12))

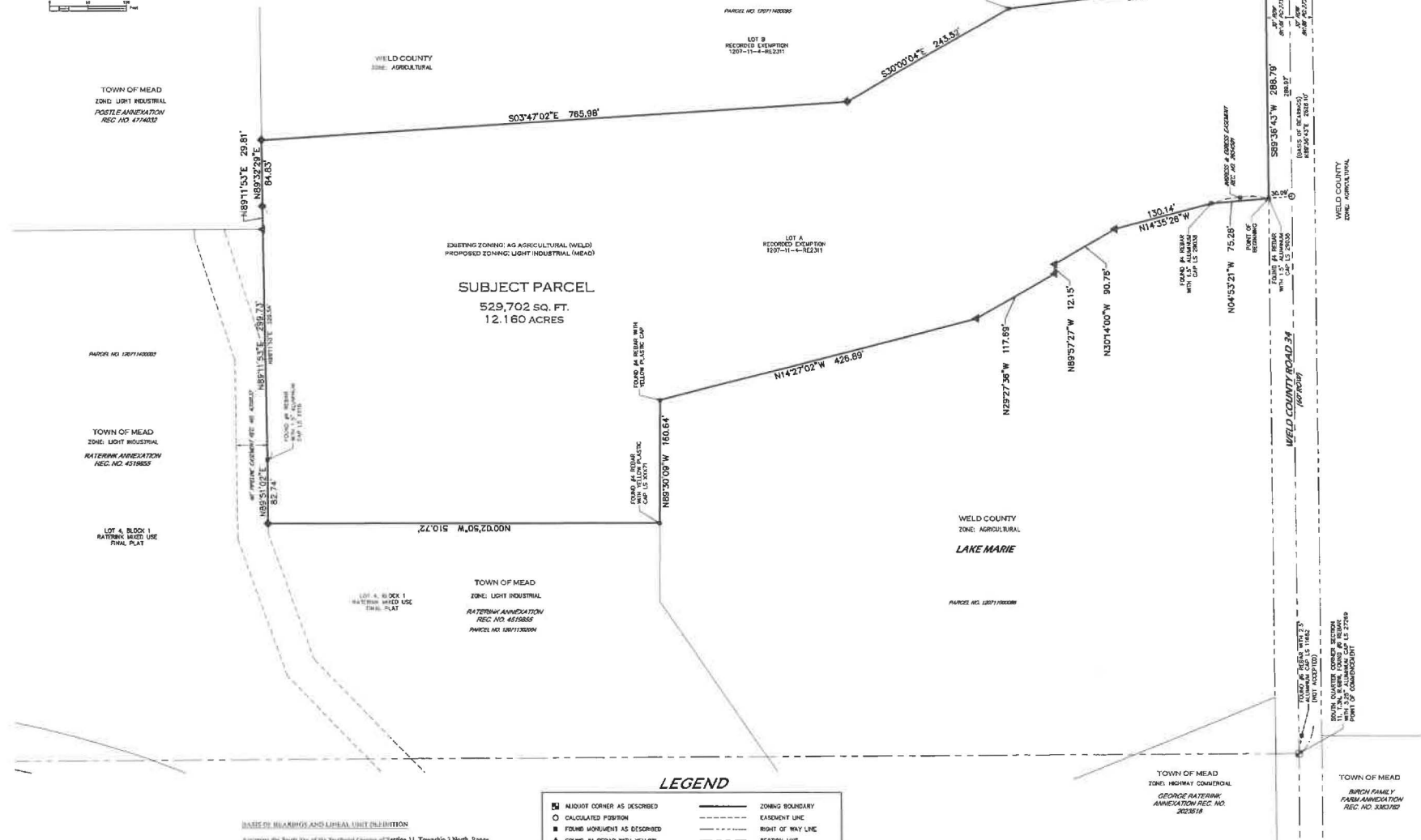
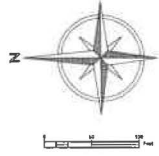


PROJECT NO: 2022243	NAME: 4655 WCR 34	REVISIONS	DATE:
DATE: 10-20-2022	CLIENT: CLAYSTONE		
DRAWN BY: MAK	FILE NAME: 2022243.ZONE		
CHECKED BY: JJ	SCALE: 1" = 50'		

1
 SHEET 1 OF 2

AMK ZONING MAP

SITUATE IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH,
RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.
12.160 ACRES



LEGEND

- | | |
|---|---------------------------|
| ■ ALIQUOT CORNER AS DESCRIBED | —— ZONING BOUNDARY |
| ○ CALCULATED POSITION | - - - - EASEMENT LINE |
| ■ FOUND MONUMENT AS DESCRIBED | - - - - RIGHT OF WAY LINE |
| ▲ FOUND IN REBAR WITH YELLOW PLASTIC CAP L.S. 31822 | - - - - SECTION LINE |
| ◆ FOUND IN REBAR WITH YELLOW PLASTIC CAP L.S. 28971 | - - - - PARCEL LINE |
| ● FOUND IN REBAR WITH RED PLASTIC CAP L.S. 36348 | |

DATE OF MEASUREMENT AND INITIAL UNIT CALCULATION
According to the Survey File of the Southeast Quarter of Section 11, Township 3 North, Range 68 West of the 6th P.M., re-surveyed as shown on this drawing, as being North 89°11'53" East, being a True Bearing of the Colorado State Plane, North Zone, North American Datum 1983 (NAD 83), a distance of 29.81 feet and with all other bearings computed thereon relative thereto.
This final data was as a computed bearing as based upon the "U.S. Survey Foot".

PRELIMINARY

Mecon Parks - A Division of Majestic Surveying, LLC
Colorado's Premier Professional Land Surveying Firm

2
SHEET 2 OF 2

DATE	REVISIONS

PROJECT NO: 2022E43	NAME: ABS WCR 34
DATE: 02-20-2022	CLIENT: CLAYSTONE
DRAWN BY: JAK	FILE NAME: 2022E43.ZONE
CHECKED BY: JJ	SCALE: 1" = 60'



TOWN OF MEAD
ZONE: LIGHT INDUSTRIAL
RATERINK ANNEXATION
REC. NO. 4519653

TOWN OF MEAD
ZONE: LIGHT INDUSTRIAL
RATERINK ANNEXATION
REC. NO. 4519653

TOWN OF MEAD
ZONE: HIGHWAY COMMERCIAL
GEORGE RATERINK
ANNEXATION REC. NO. 2022E18

TOWN OF MEAD
ZONE: HIGHWAY COMMERCIAL
GEORGE RATERINK
ANNEXATION REC. NO. 2022E18

TOWN OF MEAD
ZONE: AGRICULTURAL
WELLS COUNTY
ANNEXATION REC. NO. 2022E18

TOWN OF MEAD
ZONE: AGRICULTURAL
WELLS COUNTY
ANNEXATION REC. NO. 2022E18

TOWN OF MEAD
ZONE: AGRICULTURAL
WELLS COUNTY
ANNEXATION REC. NO. 2022E18

TOWN OF MEAD
ZONE: AGRICULTURAL
WELLS COUNTY
ANNEXATION REC. NO. 2022E18

NOTICE
Colorado law requires that this map be filed for recording. According to the provisions of the Colorado State Plane, North Zone, North American Datum 1983 (NAD 83), a distance of 29.81 feet and with all other bearings computed thereon relative thereto.
This final data was as a computed bearing as based upon the "U.S. Survey Foot".



COLORADO
MUNICIPAL
LEAGUE

2024 Spring District Meeting

- ❖ **Welcome letter from Kevin Bommer, CML executive director**
- ❖ **CML advocacy update**
- ❖ **2024 statewide ballot measures**
- ❖ **Civility handout**
- ❖ **CML resources**
- ❖ **CML executive board and staff**



To: CML District Meeting attendees
From: Kevin Bommer, Executive Director
Date: May 14, 2024
Subject: 2024 Spring District Meetings

After a successful 100th anniversary celebration and the 25th anniversary of the Ken Bueche Municipal League Building last year, all of us at CML are glad to be back on the road with our CML members. This spring we are bringing our fall district meeting format into the spring – something that has not been done outside of District 1 in nearly three decades! We are hopeful this format will allow more members to participate in a way that fosters connection through networking and social interaction, while learning what municipalities can expect after a grueling legislative session.

While we are fortunate to have many members participate in our Annual Conference each June, we recognize that many elected officials and staff have challenges and conflicts that prevent them from taking time away from their municipalities to attend. CML has always placed a high priority on our outreach efforts to provide accessible opportunities to network and learn from CML and each other. The entire staff at CML appreciates that *your time is valuable*. We appreciate the opportunity to come to you, and we know that is what you expect of your League.

What to expect

As always, CML exists *for* our members and *because* of our members. The League is your partner in municipal leadership, helping you serve the needs of your communities and excel at what you do.

You also have a role in making sure CML represents and protects the interests of all Colorado's municipalities. Your feedback and suggestions help us better serve your needs. These meetings give **YOU** a chance to provide direct input into CML's advocacy, information, and training, ensuring we deliver what you and your colleagues want.

You can also expect more time to connect with your friends and colleagues from other municipalities, as well as associate members and honored guests. A favorite quote of ours is "the answers are in the room." That could not be truer, and there will be ample time to ask questions and answer those of others.

As always, you may feel free to contact me directly with any questions, concerns, or requests for assistance at kbommer@cml.org or call me at (866) 578-0936 or (303) 831-6411.

Again – thank you for your service to your communities and your participation in CML!



To: CML Membership
From: CML Advocacy Staff
Date: May 15, 2024
Subject: 2024 CML Advocacy Update

This memo is intended to introduce CML's membership to the CML Advocacy Team and provide a wrap-up for the 2024 legislative session.

Meet the CML Advocacy Team

The four members of CML's Advocacy Team are responsible for advocating municipal interests before the state legislature.

- **Legislative Advocacy Manager: Heather Stauffer**
Heather's issues include building codes, natural resources and the environment, elections, governmental immunity, oil and gas, open meetings/open records, special districts, severance tax/FML/energy impact, water and wastewater/water quality, and wildfire. She also assists in training and answering inquiries from municipal officials on various topics.
- **Legislative and Policy Advocate: Beverly Stables**
Bev's issues include affordable housing, land use, transportation and transit, sustainability, public health, substance use disorders, and air quality. She also assists in training and answering inquiries from municipal officials on various topics.
- **Legislative and Policy Advocate: Jeremy Schupbach**
Jeremy's issues include regulated substances, hemp, criminal justice, municipal courts, public safety, special districts, immigration, telecom/ broadband/ IT, and utilities. He also assists in training and answering inquiries from municipal officials on various topics.
- **Legislative and Policy Advocate: Elizabeth Haskell**
Elizabeth's issues include beer and liquor, employment and labor, economic development, retirement/pensions, taxation and fiscal policy, lottery and gaming, historic preservation, municipal debt and finance, and purchasing. She also assists in training and answering inquiries from municipal officials on various topics.

Overview of 2024 Legislative Session

During the 2024 legislative session, CML took positions on 109 bills. On Sine Die, CML was opposed to 26 bills, of which 13 died. We were able to remove our opposition after receiving amendments to an additional 19 bills. CML supported 56 bills, 44 of which passed the legislature. CML remained neutral or didn't receive amendments to allow a support position on an additional nine bills.

CML priorities that passed the legislature

- SB24-174 Sustainable Affordable Housing Assistance
- HB24-1107 Judicial Review of Local Land Use Decisions
- HB24-1283 Secretary of State Review of Municipal Campaign Finance Complaints
- SB24-231 Alcohol Beverage Liquor Advisory Group Recommendations

CML oppose priorities that did not pass or were amended to remove CML opposition

- HB24-1168 Equal Access to Public Meetings (Died)
- HB24-1026 Local Government TABOR Prior Voter Approval Requirement (Died)
- HB24-1460 Law Enforcement Misconduct (Died)
- HB24-1372 Regulating Law Enforcement Use of Prone Restraint (amended to remove opposition)
- HB24-1173 Electric Vehicle Charging System Permits (amended to remove opposition)
- HB24-1172 County Revitalization Authorities (amended to remove opposition)
- HB24-1050 Simplify Processes Regarding Certain Local Government Taxes (amended to remove opposition)
- HB24-1041 Streamline Filing Sales & Use Tax Returns (amended to remove opposition)
- SB24-023 Hold Harmless for Error in GIS Database Data (amended to remove opposition)
- SB24-024 Local Lodging Tax Reporting on Sales Return (amended to remove opposition)
- SB24-025 Update Local Government Sales & Use Tax Collection (amended to remove opposition)

2024 Legislative Wrap-Up

During the 2024 session, affordable housing and land use once again took center stage. We saw similar concepts to SB23-213 re-emerge in four separate bills: HB24-1007, HB24-1304, HB24-1152, and HB24-1313. Throughout the session, staff worked to amend out punitive measures included in the transit-oriented communities bill (HB24-1313), which as introduced included the ability of the state to withhold Highway Users Tax Fund (HUTF) money and the ability of the Department Of Local Affairs to seek an injunction on local governments who do not meet requirements of the bill. Staff also worked hard to significantly narrow the scope of the minimum parking requirements bill (HB24-1304) and increase flexibility for local governments to regulate accessory dwelling units in HB24-1152.

Like the 2023 legislative session, we again saw an 11th hour property tax bill introduced a few days before the end of the session. Starting with the 2025 property tax year (PTY), SB24-233

creates a local government property tax revenue growth limit of 5.5% annually. There is a significant list of exclusions from the revenue limit. Schools and home rule jurisdictions, as well as local governments that are still subject to TABOR or the pre-existing 5.5% limit, are not subject to this new limit. Local governments may ask voters to waive the limit on a single year or multi-year basis. Local governments may also ask voters to approve a floating mill levy to allow their mills to float as needed to maximize the 5.5% limit. The bill reduces assessment rates over the next few years for both nonresidential and residential property. The bill provides approximately \$10 million in backfill for non-school local governments that have a negative change in assessed value from the 2022 PTY to the 2024 PTY.

We are pleased to report that CML-initiated legislation SB24-174, State Support for Sustainable Affordable Housing, passed the legislature. The bill uses state support to focus local government planning efforts on housing with an emphasis on improving affordability and avoiding displacement, while providing flexibility to develop community-based strategies for growth. Local governments can plan to accommodate growth responsibly and equitably. With state support, communities can reach their housing goals while addressing their communities' unique needs.

In addition to these bills, many other important bills impacting municipalities were passed this session. Please see CML's laws for immediate attention article in the May 17 edition of the *CML Newsletter* and keep an eye out for our 2024 Laws Enacted online publication coming out in June.

The CML Advocacy Team is indebted to our members for their expertise, witness testimony, grassroots efforts, and general legislative assistance – all of which are key to CML's success. Please also take the opportunity at this year's District Meetings to provide your input on what CML's legislative priorities should be for the upcoming session, and make sure you take a copy of CML's Annual Policy Statement or download it from the home page at www.cml.org.

For questions on legislation please contact Heather Stauffer, CML advocacy manager at hstauffer@cml.org.



2024 Statewide Ballot Measures of Interest to Municipalities

Colorado voters could see several statewide measures on their November ballot in addition to any local questions. For each statewide measure that will be on the ballot, a detailed analysis by the General Assembly's Legislative Council Staff will be available at <https://leg.colorado.gov/BallotAnalysis>. CML has taken no position regarding these measures. Any consideration of positions will be done by the CML Executive Board later in the year once it is clear what will be on the November ballot.

Dozens of citizen-initiated measures may still qualify for the November ballot and remain at varying stages of the process. These measures may be of particular interest to municipal officials, but it is unclear which will be advanced by their supporters or make it to the ballot. All measures would change Colorado statutes unless noted otherwise.

Property Tax: Several initiatives were filed by stakeholders in property tax discussions that influenced related legislation in 2023 and 2024. Many of these are largely duplicative with minor variations. With the enactment of SB24-233, some of these initiatives may not proceed. Notably, SB24-233 will not take effect if an initiative reducing valuations for assessment or that requires voter approval for retaining property tax revenue over a certain limit passes.

- Several initiatives seek to impose significant caps on property tax revenue or make significant cuts to assessment rates while also restricting local flexibility to retain revenue. **Initiative #50** (qualified for ballot) would amend the constitution to require voter approval for "government" to retain additional revenue if "statewide property tax revenue" is projected to increase by over 4%; this could mean that a statewide election is required for any government to retain additional revenue based on statewide increases. **Initiative #108** (approved for circulation) would reduce the valuation for assessment of all property, excluding residential, mines, and oil-producing lands, to 24% of actual value beginning in property tax year 2025; the residential assessment rate would be reduced to 5.7%. Initiative #108 would require the state to reimburse local districts for lost revenue. Similar initiatives include **Initiative #245, #248, #296, #298, and #300** (pending Supreme Court review).
- In contrast, **Initiative #95** (title set) would make statewide limits on property tax revenue growth subject to approval by local voters. **Initiative #96** (title set) would establish a tax on "luxury residential real property" when a statewide limit on property tax revenue reduces tax revenue; the tax would replace the revenue reduction and be exempt from the statewide limit. **Initiative #261** (title set) would allow the state to retain and spend excess revenues to backfill local governments for revenue lost to local taxing authorities due to statewide limits on tax authority.
- **Initiative #269** (title set) would set a floor of 32% for the nonresidential assessment rate (excluding small business property) in years where local school funding falls below a certain ratio statewide.
- **Initiative #97** (title set) would tie valuation increases to inflation (but not more than 2.5%) and set property valuations at the amount of the most recent sale of the property or its

2021 assessed value. **Initiative #148** (pending Supreme Court review) would tie residential real property valuations to the amount of the most recent sale of the property.

Revenue/Taxpayer Bill of Rights:

- **Initiative #252** (approved for circulation) would limit voter-approved revenue changes to 4 years unless voters approve additional 4-year periods.
- **Initiative #283** (pending Supreme Court review) would amend constitutional TABOR provisions to define the term “fee” as a voluntarily incurred charge for a specific benefit and require that it be “reasonably approximate” to the payer’s fair share of the costs incurred for the specific benefit. As government fees are not currently subject to or addressed in TABOR, the initiative appears intended to significantly narrow what government charges would be considered fees and to increase those that may be considered taxes subject to TABOR. For municipalities, this could extend to charges for services (e.g., permit review fees, recreation center charges) and impact fees.
- **Initiative #284** (pending Supreme Court review) would amend the Colorado Constitution to require that fees for funding mass transportation (excluding roads, highways, and bridges) only be assessed to persons making transactions in an area served by the mass transportation be subject to approval of voters in the state or political subdivision where fees will be collected.

Energy: **Initiative #116** (approved for circulation) would require that the state and local governments “allow consumer choice” in the energy source used for providing utility service to a home or business. The measure would affect local building code requirements and prohibitions on the use of a type of energy, such as natural gas or solar.

Law Enforcement: **Initiative #157** (approved for circulation) would appropriate \$350 million in state funds to provide grants to local law enforcement agencies to increase salaries, improve employee retention, address specific criminal activities, and offer training. The initiative would provide a \$1 million death benefit for peace officers killed in the line of duty.

Elections:

- **Initiative #136** (title set) would amend the Colorado Constitution to require immediate processing of ballots upon receipt and on election day.
- **Initiative #201** (approved for circulation) would amend the Colorado Constitution to prohibit ranked choice voting for any election, including municipal elections. Several other measures would create ranked choice voting systems for non-municipal offices.

Land Use: **Initiatives #291, #292, and #293** (pending Supreme Court review) would amend the Colorado Constitution to grant local governments exclusive control over land use regulations and decisions in their jurisdictions. The initiatives prohibit the state government from withholding permits needed for a property that has a local approval or taking adverse actions against a local government based on a local land use decision. The initiatives vary based on their exception of water-related matters and the implementation of federal requirements.



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CML 2024 PRESIDENT'S INITIATIVE CIVILITY STARTS HERE

WHAT IS CIVILITY?

Civility is the steadfast practice of respect, even in disagreement, that fosters constructive dialogue and connection, recognizing the inherent dignity of every person.

GUIDING PRINCIPLES

While a definition provides a clear understanding, the true essence of civility lies in its application. The following guiding principles illustrate how civility translates into practical actions to foster respectful and productive interactions within local government. These principles serve as a roadmap, guiding municipal officials, staff, and the public in navigating complex issues and achieving positive outcomes for Colorado communities.

1. Listen as intently as you speak

Practice active listening and consider briefly summarizing what you heard to ensure understanding.

2. Focus on issues, not individuals

Dig into the substance of the problem, and if you disagree, disagree with the idea, not the person. Acknowledging differing perspectives can help everyone to reach a more well-rounded decision.

3. Distinguish between fact and opinion

Seek clarity on both while being considerate of others' opinions. It's okay to agree to disagree; just make sure you understand the fundamental points of differences.

4. Get curious instead of furious

Strive to manage your emotions in the moment. If you notice yourself getting upset, pause, and take a breath

before speaking. Ask questions with the intent to learn and answer questions with respect.

5. Acknowledge knowledge

When someone makes a logical or interesting point, acknowledge it. Embrace a continuous learning mindset by staying open to new ideas and facts to expand your understanding.

6. Own your intentions and your impact

Our words and behaviors may not reflect our intent to those receiving them. Value and prioritize honesty and goodwill while striving to solve problems.

7. Seek common ground

Build bridges by prioritizing shared values and goals. Strive to find commonalities and shared understanding as a basis for productive, resolution-oriented discourse and problem-solving.

8. Be a role model

We're in this together. We can't control others' behaviors, just our own. Encourage each other to practice these behaviors and courteously challenge disrespectful behavior.

TAKE THE CIVILITY PLEDGE

Visit the CML *Civility Starts Here* resource website, where you will find a civility pledge and other resources to help foster civility in your community.





ADVOCACY

Colorado Municipal League (CML) is your voice before the state and federal government, with full-time lobbyists to ensure municipalities are well-represented at the state capitol.

CML LISTSERVS

Listsers allow subscribers to exchange information and ideas through email. Members can post questions or share information, which is then distributed automatically to all group members. Responses from other members are also shared with the entire subscriber list. Listserv groups include attorneys, clerks, finance officers, human resources, managers, public information officers, public works, and utilities directors.

ENGAGING YOUTH

CML proudly supports the popular Lessons on Local Government (LOLG) program in partnership with the Special District Association of Colorado. This free resource, available at lessonsonlocalgovernment.org, offers materials for Colorado's K-12 teachers that meet the state's social studies and civics standards. Beyond education, LOLG acts as a bridge, connecting our future leaders to the inner workings of local government and fostering their civic engagement.

INFORMATION

CML provides comprehensive, in-depth information through the publication of several books annually, along with current issue overviews available on cml.org, white papers, biweekly newsletters, and a quarterly magazine. Visit CML's online bookstore to view and order available publications.

LEGAL RESOURCES

CML's dedicated legal staff is available as a municipal resource for questions ranging from the impact of recent court decisions to guidelines on implementing statutory changes. Additionally, the League participates as amicus curiae (friend of the court) in state and federal appellate court cases that involve issues important to municipalities.

MUNICIPAL CLERK ADVISOR PROGRAM

Developed by CML, Colorado Intergovernmental Risk Sharing Agency (CIRSA), and Colorado Municipal Clerks Association (CMCA), this program is a valuable free resource designed to assist municipal clerks in navigating specific job-related questions or challenges. For information, contact Karen Goldman at charna48@comcast.net or 303-981-8022.

MUNIVERSITY

CML created the MUNiversity program to recognize municipal elected officials who invest time and resources to enhance their knowledge of municipal government and their capacity to lead. This program extends automatic enrollment to all elected officials from member municipalities, allowing them to amass credits for each training session they participate in. Officials are recognized during CML's annual conference at varying tiers achievement: Fundamental (30 credits), Leadership (60 credits), and Graduate (100 credits).

SOCIAL MEDIA

Whether you are active on Facebook, LinkedIn, or X, you are invited to join the vibrant community (collectively over 5,800 followers) already connected with CML. Get updates on upcoming CML activities, training and events, breaking news about state legislation, and information on what is going on in cities and towns across the state.

TRAINING

CML offers its members training opportunities covering various innovative and current topics through diverse formats. You can access the training calendar at cml.org > *Education & Training*. CML training options encompass:

- **Webinars**—Hour-long courses on a specific issue area or topic. These usually occur over the lunch hour and are free to members. CML provides webinars on diverse topics, including accessibility and ADA compliance, housing, parking management, retail and economic development trends, waste diversion, and more. Previous webinar materials and recordings are accessible on CML's website.
- **Workshops and seminars**—Typically one to two days long, CML holds training opportunities for elected officials, municipal staff, and municipal attorneys. These sessions feature speakers on several topics throughout the day and in-person networking opportunities.
- **Annual Conference**—CML's annual conference brings together Colorado's municipalities from across the state for training with subject matter experts and collaborative opportunities with staff and elected officials from member cities and towns. This is the League's largest training each year, typically held in June.



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