



BOARD OF TRUSTEES

441 3rd Street, Mead
Monday, April 08, 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. Proclamations

[a.](#) United Power 85th Anniversary Proclamation

[b.](#) Library Week April 7-13, 2024

[c.](#) Workzone Awareness Week April 15-19, 2024

[d.](#) Arbor Day April 26, 2024

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

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

[a.](#) Approval of Minutes - Regular Meeting March 25, 2024

[b.](#) March 2024 Aging Report

[c.](#) Check Register April 8, 2024

[d.](#) 2024 Mead Area Chamber of Commerce Agreement

[e.](#) **Resolution No. 33-R-2024** – A Resolution of the Town of Mead, Colorado, Approving a Contract Extension Agreement Between the Town of Mead and Burnt Mountain Services LLC. for Calendar Year 2024

f. **Resolution No. 34-R-2024** – A Resolution of the Town of Mead, Colorado, Approving Change Order 2 to the Agreement for Professional Services by and Between the Town of Mead and Essenza Architecture, LLC Concerning the Architectural and Engineering Design of the Town of Mead Community Center

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

10. Legislative Update

11. Elected Official Reports

- a. Town Trustees
- b. Mayor Whitlow

12. Adjournment

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

TO: Honorable Mayor and Trustees

FROM: Helen Migchelbrink, Town Manager

DATE: April 8, 2024

SUBJECT: Town Manager Report

- The Arbor Day Foundation recognized the Town of Mead as a Tree City USA for 2023—our second straight year. The recognition is attached to this report. An Arbor Day Proclamation is included in the Board Packet.
- Registration is now open for the Colorado Municipal League’s 102nd Annual Conference, to be held June 18 through June 21, 2024 in Loveland.
- The Town has received several calls regarding railroad cars parked on the Great Western Railway tracks between Adams and Hwy 66. While the tracks are generally used very sporadically, they have been used for similar railcar storage over the past several years in that location and further south down the line.
- Mead Police School Resource Officers continue to collaborate with the students, faculty and staff at all three of the Mead schools. The partnership that has been forged between the St. Vrain Valley School District and our Mead Police Department has helped to foster an atmosphere of trust and accountability throughout the schools.
- Mead Police Department and TBK Bank hosted a document shredding event on April 6th. This event provided a free and secure way for community members to shred sensitive documents, reducing identity theft risk.
- The Town continues to work steadily towards website accessibility compliance, per the State of Colorado Technical Standard TS-OEA-002 and House Bill 21-1110. This effort has included a full review of all web pages, converting documents to accessible documents when appropriate, implementing accessibility tools, and continuing to test the website for deficiencies. The Website Accessibility Plan and statement has been submitted to legal for review. The deadline for compliance is July 1, 2024
- The Town is hosting a Community Open House on April 22nd from 6 to 8 p.m. at the Public Works Facility located at 1341 WCR 34. The Open House will provide information to residents about upcoming town projects and to solicit input on these projects.
- Established in 2017, following Weld County's decision to withdraw public safety services, the Mead Police Department has grown to provide round-the-clock community policing coverage. The Town recently surveyed community members regarding the Mead Police Department, their services, and residents’ willingness to support additional police resources. The survey results revealed overwhelming support for the department and its community policing efforts.
- Bids are due next week for construction of the new Community Center. The project is slated to begin later this spring with a completion date of early 2025. The community is invited to the Open House on April 22nd to view the plans and ask questions of staff.
- CIRSA has a new Cost Sharing Initiative which will go into effect for the 2025 policy year. Based on increased claims costs CIRSA will be increasing minimum deductibles for property, auto physical damage, and police liability. The CIRSA member report which explains this initiative along with benefits of CIRSA membership is attached.
- Mead Clean-Up Days will be held twice this year, in May and again in October. Each event will be open for a two-week period at Front Range Landfill. All residents may pick up a voucher at Town Hall for one free trip to the Front Range Landfill starting on April 22nd. These changes were implemented because the local site is no longer sustainable due to the amount of waste and environmental

regulations. The move to Front Range Landfill provides increased drop-off hours and more drop-off days, plus they accept more types of waste.

- The Town's 2023 Financial Audit is scheduled for onsite work the week of April 22nd. Pre-audit work started last week with gathering financial statements and reports. The audit must be filed with the Office of the State Auditor by July 31, 2024.
- Meet, Greet and Eat with your Board of Trustees has been scheduled for summer of 2024. The Board hosts these events to engage with residents in their neighborhood. 2024 dates are: June 25th at Founders Park, July 30th at Margil Farms Park, and August 27th at Mead Town Park.
- Coffee with the Mayor was held Saturday April 6th at 8:00 a.m. at Town Hall. Citizens are encouraged to attend and participate in an open discussion about any issues. Mayor Colleen Whitlow hosts this event on the first Saturday of each month.
- The Colorado State Legislature is in session for one more month and has been considering bills that affect citizens and municipalities. Colorado Municipal League follows the legislative process and advocates for its members on several bills. The CML Statehouse Report is issued weekly on the CML website. Link: <https://www.cml.org/home/advocacy-legal/statehouse-report>.
- Municipal Court was held on April 4th with 52 cases on the docket. The increase in cases appears to be based on increased police calls and Code violations. May's court date will be back to the regular third Thursday of the month, May 16, 2024. Due to the time between court dates, May is expected to also have a large docket.
- Current road closures due to construction can be found on the town's website: <https://www.townofmead.org/engineering/page/street-maintenanceroad-closures>.
- Key projects update:
 - 3rd and Welker Intersection – Staff continued real estate transactions, conducted progress meeting with FHU & Dewberry, met with CDOT regarding real estate transactions.
 - Community Center – Preliminary plat approved by the Board. The Site Plan and Final Plat will be presented on April 29th for Board approval. Closing of the railroad property purchased on the southeast corner of the site occurred on April 1st. Construction bids are due April 9th.
 - SH66 Pedestrian Crossing – Staff corresponded with Mead Place regarding utility easements. Design of trail alignment is being finalized to avoid as many utility conflicts as possible.
- YTD totals for new single family home permits:
 - 2024 YTD: 23 SF Permits, 29 Certificates of Occupancy
- Boards and Commissions
 - The April Planning Commission meeting has been canceled as there are no projects for the Commission to review.
 - Several candidates for the open Alternate Planning Commissioner seat attended the Planning Commission meeting, on March 20th. Most of the candidates will still need to attend one (1) more meeting to be eligible to be appointed to the open alternate seat.
- Human Resources
 - The Town is advertising open positions using NeoGov recruiting platform: <https://www.governmentjobs.com/careers/townofmead>
 - Open full-time positions include Maintenance Worker and Police Officer. A Building Permit Technician has been hired to start on April 8th and Administrative Clerk on April 18th.

Community Development

- The Mead Community Center Final Plat and Site Plan will be presented to the Board on April 29th.
- The DRC members held a meeting on March 14th, with the High Plains Library District and Mountain View Fire Rescue District, to review staff comments regarding the PAC (Pre-Application Consultation) application. The districts will submit a Preliminary Plat application in late April or early May.
- Community Development Director Jason Bradford will attend the APA (American Planning Association) conference in Minneapolis from April 12 – 16.

Public Works and Engineering

- CR 38 Bridge Deck Replacement – CR 38 remains closed east of I-25 over the Mead Lateral through April. Staff conducted a progress meeting with the contractor: deck has been replaced, on target for paving April 8th and re-opening the 2nd week of April.
- High Plains Boulevard - Staff continued collaborative efforts with the County project managers.
- Gold Star Families Monument/Liberty Ranch Restroom – Staff continued coordinating the agreement with the Woody Williams Foundation for supply of the granite monument.
- Safe Routes to School – met with Rec staff regarding education components, coordinated with Wilson regarding affected property owners' comments.
- CR 34 Bridge Design – conducted progress meeting with EST/MWB.

Community Engagement

- Mead Recreation received a \$1,000 grant from the United Way of Weld County for youth scholarships. In 2023, Mead approved 19 scholarship applications for youth sports and Girls on the Run. Kaitlyn Newbanks will attend the award reception on April 18 in Greeley.
- We're celebrating Arbor Day and Mead's second recognition as a Tree City by offering complimentary trees to residents. Limited quantities are available, and tree vouchers are obtained on a first-come, first-served basis. Residents can choose from Honeylocust and Pear (Fruitless) trees. Voucher pick-up will occur at Town Hall on Saturday, April 20, from 9 a.m. to 12 p.m.; proof of residency is required. Trees can be picked up on Arbor Day (Friday, April 26, from 8 a.m. to 2 p.m.) at the Public Works Facility.
- All summer programs are now open for registration. This year's offerings include summer baseball, Crafty Critters, Miles of Smiles, and Adult Cornhole.
- The Town-wide garage sale is scheduled for June 22, 2024. Garage sale forms must be received by June 14 to be included in the Times-Call advertisement.

<https://www.townofmead.org/communications/webform/2024-town-wide-garage-sale>

Police Department

- The March Monthly Report is attached.
- For the two police officer candidates, one backed out, the other is in backgrounds.
- Application for DOLA EIAF Grant for planning of a police facility has been submitted.
- A POST in-service training grant application has been submitted.
- Officer Hansen completed Level 2 Crash Investigation certification.

Mayor Colleen Whitlow
441 Third St
Mead, CO 80542

Dear Tree City USA Community Member,

On behalf of the Arbor Day Foundation, I'm thrilled to congratulate Town of Mead on earning recognition as a 2023 Tree City USA. Residents of Town of Mead should be proud to live in a community that makes the planting and care of trees a priority.

Founded in 1976, Tree City USA is a partnership between the Arbor Day Foundation, the U.S. Forest Service, and the National Association of State Foresters. Town of Mead is part of an incredible network of more than 3,600 Tree City USA communities nationwide, with a combined population of 155 million.

Over the last few years, the value and importance of trees has become increasingly clear. Cities and towns across the globe are facing issues with air quality, water resources, personal health and well-being, and energy use. Town of Mead has taken steps to create to a brighter, greener future.

We hope you are as excited as we are to share this accomplishment with your local media and your residents. Enclosed in this packet is a press release for you to distribute at your convenience.

We're excited to celebrate your commitment to the people and trees of Town of Mead. Thank you, again, for your efforts.

Best Regards,



Dan Lambe
Arbor Day Foundation Chief Executive



FOR IMMEDIATE RELEASE

Contact:

Jasmine Putney
Arbor Day Foundation
402-216-9307
jputney@arborday.org

Arbor Day Foundation Names Town of Mead a 2023 Tree City USA®

LINCOLN, Nebraska (3/13/2024) – Town of Mead was named a 2023 Tree City USA by the Arbor Day Foundation to honor its commitment to effective urban forest management.

Town of Mead achieved Tree City USA recognition by meeting the program's four requirements: maintaining a tree board or department, having a tree care ordinance, dedicating an annual community forestry budget of at least \$2 per capita, and hosting an Arbor Day observance and proclamation.

The Tree City USA program is sponsored by the Arbor Day Foundation, in partnership with the U.S. Forest Service and the National Association of State Foresters.

“Tree City USA communities see the positive effects of an urban forest firsthand,” said Dan Lambe, chief executive of the Arbor Day Foundation. “The trees being planted and cared for by Town of Mead are ensuring that generations to come will enjoy to a better quality of life. Additionally, participation in this program brings residents together and creates a sense of civic pride, whether it’s through volunteer engagement or public education.”

If ever there was a time for trees, now is that time. Communities worldwide are facing issues with air quality, water resources, personal health and well-being, energy use, and extreme heat and flooding. Town of Mead is doing its part to address these challenges for residents both now and in the future.

More information on the program is available at arborday.org/TreeCityUSA.

About the Arbor Day Foundation

Founded in 1972, the Arbor Day Foundation has grown to become the largest nonprofit membership organization dedicated to planting trees, with more than one million members, supporters and valued partners. Since 1972, almost 500 million Arbor Day Foundation trees have been planted in neighborhoods, communities, cities and forests throughout the world. Our vision is to lead toward a world where trees are used to solve issues critical to survival.

As one of the world's largest operating conservation foundations, the Arbor Day Foundation, through its members, partners and programs, educates and engages stakeholders and communities across the globe to involve themselves in its mission of planting, nurturing and celebrating trees. More information is available at arborday.org.

Dear CIRSA Member,

Enclosed you will find information and updates on the many value-added services that CIRSA provides as well as information on an important **Cost-Sharing Initiative & Deductible Changes** that will affect your 2025 renewal. Please refer to our **Important Dates** to keep you abreast of CIRSA-related due dates for audits, renewal applications, and quote acceptances. This information is available on CIRSA's website at CIRSA.org.

Membership in CIRSA entitles members to risk control services and trainings designed to prevent and minimize individual and pool-wide losses. Please share (or better yet, post!) the enclosed event flyers with your team of public works, safety, and law enforcement personnel (if applicable).

We have some **NEW** programs, special seminars, and minimum deductibles changes coming in 2024. Information is included on the following:

New Member Travel Reimbursement Policy

The goal of this policy is to increase attendance and to alleviate some of the financial burden of attending member regional training seminars and events. Travel reimbursement may be initiated where a member travels 50 miles one way, versus the previous policy which required members to travel 100 miles for the reimbursement policy to apply.

New Elected & Appointed Officials Video Series

Sam Light, CIRSA's Deputy Executive Director/General Counsel narrates the liability pitfalls of being an elected or appointed official in these newly produced safety videos that have a touch of humor. The full version is 17 minutes in length, or you can share the shorter versions with your council. These videos are available on our YouTube channel (you can find it with the search term "CIRSA Safety").

New Law Enforcement Seminars

Our new "Recruitment & Retention" seminar will include the following topics: understanding the legal landscape; HR best practices and legal compliance; selection methods; and developing your recruitment pitch. We are also offering a new "Tactical Leadership: Critical Thinking on Active Incidents" seminar that will focus on the development of critical thinking skills needed to make accurate decisions during in-progress and rapidly changing incidents.

We will continue to communicate with you via the CIRSA Source, our monthly e-newsletter. If you are not receiving this and would like to, please reach out to Membership@CIRSA.org.

Please save the date for our Virtual General Membership Meeting on June 11 beginning at 11:00 AM. During this virtual meeting, each member's voting representative will have an opportunity to participate in board elections and general business including a proposed change to CIRSA's Bylaws. There will also be an in-person member gathering preceding the CML Annual Conference on June 18 in Loveland. We look forward to seeing you virtually or in-person soon!

Sincerely,



Tami A. Tanoue, Executive Director



CIRSA COST-SHARING INITIATIVE & UPCOMING DEDUCTIBLE CHANGES

2023 may be behind us, but the catastrophic wind/hail claims CIRSA's members experienced last year, and massive law enforcement claims over the last few years, will reverberate for years to come. **Simply put, the cost of insurance is rising not only in Colorado but globally, and not only for pool members, but for every purchaser of insurance, municipalities included.**

These are some of the troubling trends driving the initiatives described below:

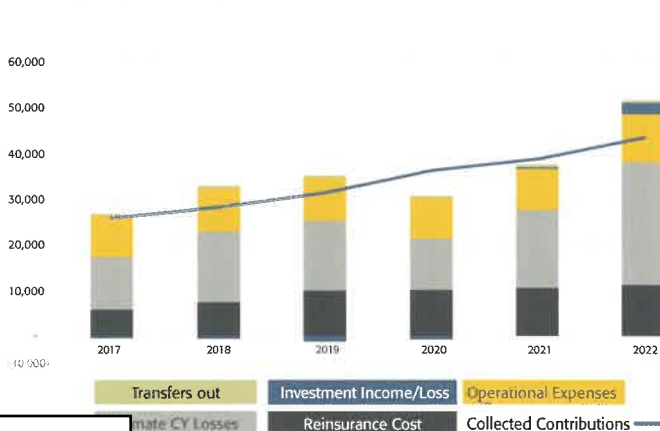
Globally, for the past four consecutive years, reinsurers have paid over **\$100 billion for property losses stemming from natural catastrophes**, with wind and hail claims being the largest driver and wildfire a significant contributor. Colorado has been second only to Texas in experiencing frequent and severe hailstorm losses. **The cost of your property insurance reflects these global and local factors.** While repairs for damage are ongoing, the wind/hail related losses our members sustained in 2023 have been quantified at \$17,815,627, which is more than 2-1/2 times what was paid out for the previous four years combined.

Municipalities are also painfully aware of the inflationary increases that have taken place in recent years in the costs to build or repair buildings, and in the costs of acquiring or repairing vehicles. **From 2020 to present, these costs have increased over forty percent**, and these increases are another key factor in the rising cost of property insurance.

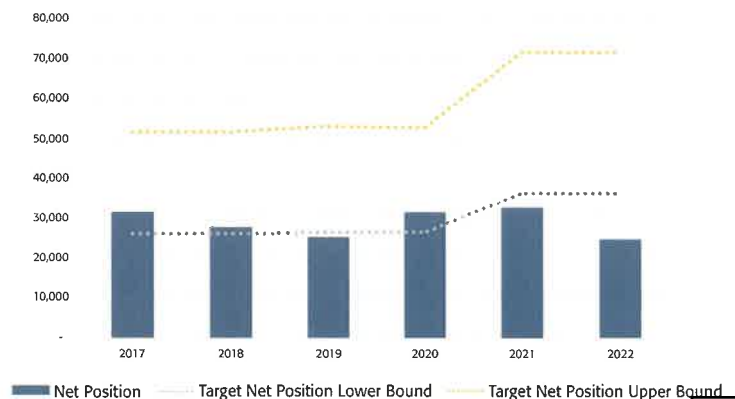
And finally, Colorado has been a focal point for adverse changes in the liability environment, as legislative activity has opened up new areas of liability for public entities, particularly in law enforcement. **Police agencies across Colorado, including a number of CIRSA members, have found themselves in heretofore uncharted "nuclear settlement" territory in the resolution of law enforcement liability (LEL) claims.** Other Colorado jurisdictions have experienced "nuclear verdicts." Although this is a nationwide trend, **Colorado has been singled out by the reinsurance community as one of a couple of particular trouble spots for this trend.** While open claims remain subject to further changes, the total amount of LEL losses our members sustained in the past six years (from 2018 to present) is \$67,436,171, **which is more than \$15,000,000 above the total amount incurred for all of the preceding thirty-six years combined going back to the inception of CIRSA.** Reinsurers are facing these trends in many jurisdictions and increasing their rates accordingly.

Due to these catastrophic claims, as well as market conditions and investment losses, CIRSA's property/casualty costs in four of the six claims years from 2017 to 2022 began **exceeding** the amount collected in contributions, causing the pool's net position to fall below target range (see graphs below). For 2023, CIRSA experienced a further loss in net position of just over \$12.6 million.

CIRSA Property/Casualty Costs vs. Contributions



CIRSA's Property/Casualty Net Position to Annual Target Range



The CIRSA Board of Directors has put into place a number of strategies to start reversing some of these troubling trends. These changes are designed to augment the pool’s fiscal health by providing for greater cost sharing for the coverages and claim types that are most impacted by the aforementioned trends. **The following is an overview of the changes you’ll see in your entity’s 2025 property/casualty coverage application:**

We will be increasing your entity’s minimum claim/loss deductibles as follows:

2025 Property Minimum Deductible	2025 Auto Physical Damage Minimum Deductible	2025 Law Enforcement Minimum Deductible
\$5,000	\$5,000	\$25,000

This is the first time in CIRSA’s 40-year history that minimum deductibles have been increased significantly. We believe that these increases are a more fair allocation of and cost-sharing for the cost of claims, especially as coverage limits and coverage costs have increased continually since CIRSA’s inception. We are working with our actuaries to ensure your entity’s annual contribution appropriately reflects its participation in this cost-sharing.

Property Wind and Hail Claims

We will be putting into place an additional percentage deductible for property damage claims resulting from wind and hail. This deductible will be the lesser of **1% of the scheduled value of each damaged structure**, or .1% of the value of all scheduled buildings. If you have personal homeowner’s coverage, you are already familiar with the concept of percentage deductibles, as they have been in place for this personal line of coverage for many years now. Of course, we recognize that a percentage deductible is more complicated for our members, who typically have multiple buildings, making the budget impact more challenging to identify. Accordingly, **we will offer an alternative deductible option of the lesser of .5% of the scheduled value of each damaged structure**, or .05% of the value of all scheduled buildings. Whichever percentage deductible you choose, there will be a minimum deductible of the greater of \$10,000 or your selected property deductible per claim/loss for wind/hail claims. These new deductibles will only apply to damage from wind/hail.

Auto Physical Damage Claims

For auto physical damage (APD) claims arising out of wind/hail, there will be a minimum deductible that will be the greater of \$10,000 or 2 times the current APD deductible level, subject to a maximum of \$100,000 or your current APD policy deductible, whichever is higher.

There will be no changes in the deductible structure for auto liability, general liability, and errors and omissions.

We realize that you may need assistance in evaluating the impact and budgeting implications of these changes. We stand ready to provide the help you need, including:

- Our Finance Department will help ensure you understand the impact of these changes; including help with anticipating and estimating how to fund these deductibles.
- We will make available the assistance of our actuaries at WTW at no cost to you.
- As noted, our actuaries are working to ensure that the cost of your coverage appropriately reflects your entity’s participation in this cost-sharing; as you know from your personal lines coverages (such as homeowners and personal auto), taking a greater deductible can provide a reduction in your overall cost of coverage.

More information and details about minimum deductibles for 2025 will be coming soon, including on the CIRSA website and upcoming editions of the CIRSA Source. If you have immediate questions, please feel free to contact Shannon Pursley, CIRSA Membership Services Manager at shannonp@cirsa.org.

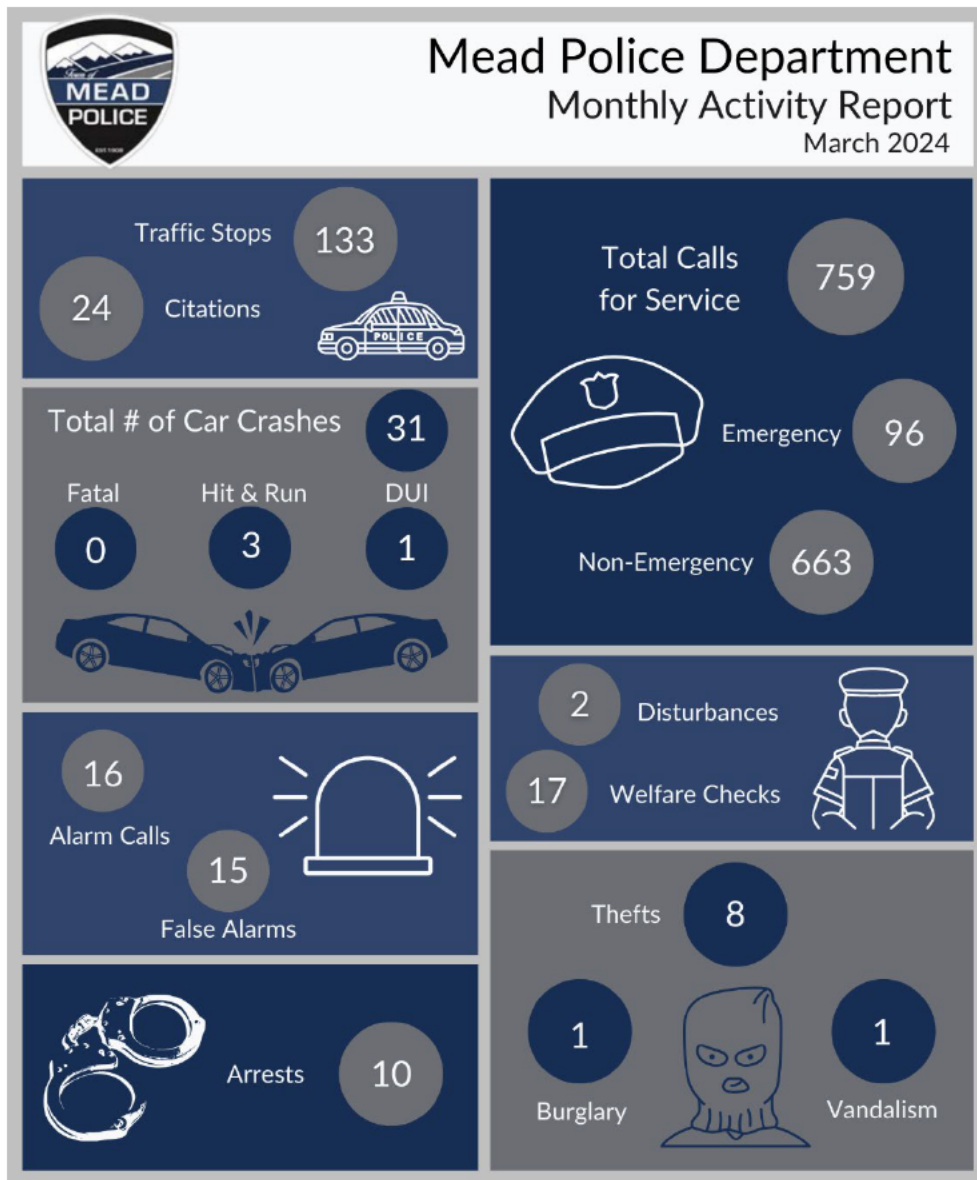


303.757.5475 | 800.228.7136 | CIRSA.org



Mead Police Department

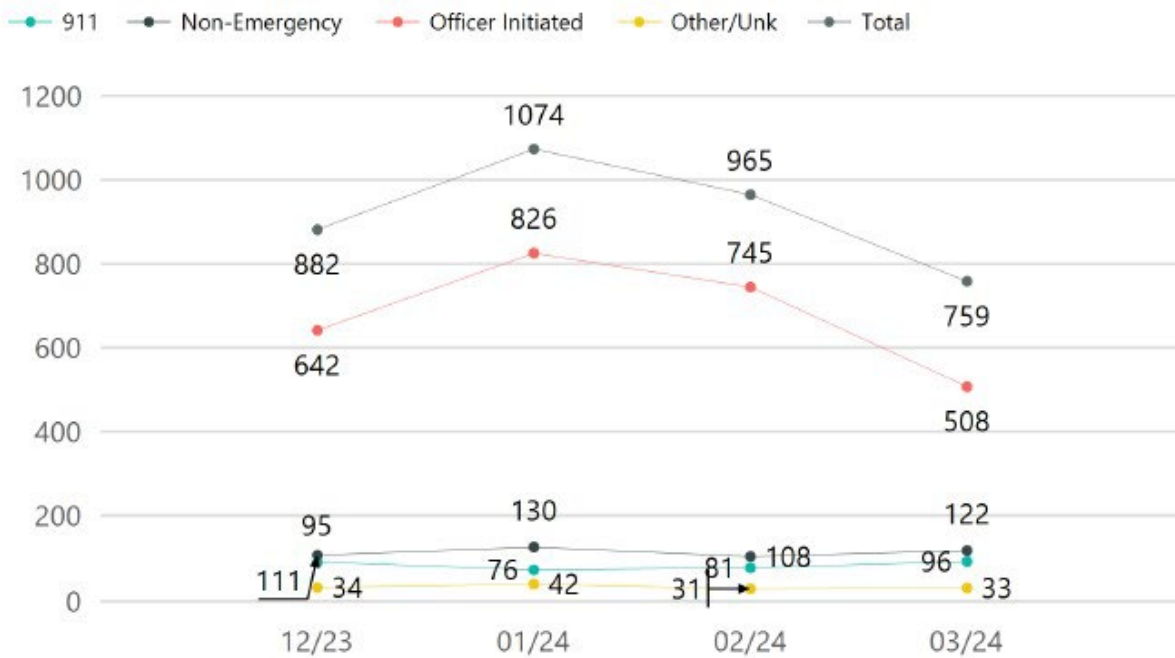
March Monthly Activity - 2024



ARRESTS: 10

Case Number	Date/Time	Location	Charge
24ML00203	03/31/2024 06:10:00 PM	█ HIGHLAND DR	16-19-103 FOJ WANTED BY OTHER AGENCY MISDEMEANOR
24ML00202	03/31/2024 01:25:00 AM	MM 245 I 25 SB	16-19-103 FOJ WANTED BY OTHER AGENCY MISDEMEANOR
24ML00196	03/29/2024 10:42:00 PM	MM 242 I 25 SB	16-19-103 FOJ WANTED BY OTHER AGENCY MISDEMEANOR
24ML00188	03/26/2024 07:00:00 PM	MEAD ST / HIGHWAY 66	16-19-103 FOJ WANTED BY OTHER AGENCY MISDEMEANOR
24ML00174	03/20/2024 07:52:00 PM	HIGHWAY 66 / COLORADO BLVD	42-2-206(1)(a) DRIVING AFTER REVOCATION PROHIBITED (HTO)
24ML00161	03/12/2024 01:00:00 AM	█ HIGHLAND DR	16-19-103 FOJ WANTED BY OTHER AGENCY MISDEMEANOR
24ML00153	03/07/2024 12:25:00 AM	NESTING CRANE LN / HIGHWAY 66	16-19-103 FOJ WANTED BY OTHER AGENCY FELONY
24ML00152	03/07/2024 12:25:00 AM	NESTING CRANE LN / HIGHWAY 66	42-4-202(1) UNSAFE OR DEFECTIVE VEHICLE
24ML00151	03/06/2024 07:34:00 PM	MM 246 I 25 NB	42-4-1007(1)(A) LANE USAGE VIOLATION
24ML00136	03/01/2024 10:43:00 AM	█ WCR 7	Simple Assault NIBRS Reporting Only

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



STAFFING:

Sergeant Ellis (Late Week, SROs), Sergeant Holmen (Early Week, Investigations), and Officers Aguirre, Bustamante, Cramblet, Hansen, Lima, Palmer, Patton, Rollins, and Synn are working patrol.

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

Administrative Technician Madison McCullough and Michelle Rae in Administration, Records, and Evidence. Commander Smith oversees operations, training, and professional standards. Brent Newbanks is the Chief of Police.

TRAINING:

All Officers attended the following training in March.

- Defensive Tactics
- Citations
- Field Drug Testing
- Mobile Fingerprint Reader

NOTABLE CALLS FOR SERVICE:

Harass – [REDACTED] Bridle Drive – 24ML00135 – 03/01/2024

Meet – [REDACTED] WCR 7 – 24ML00137 – 03/01/2024

Code Violation – [REDACTED] WCR 7 – 24ML00136 – 03/01/2024

Code Violation – [REDACTED] WCR 7 – 24ML00138 – 03/01/2024

Sex Offense – [REDACTED] Main Street – 24ML00139 – 03/01/2024

Property – [REDACTED] Vail View Lane – 24ML00140 – 03/01/2024

Harass – [REDACTED] Stage Coach Drive – 24ML00141 – 03/01/2024

Crash – Highway 66 / WCR 3 – 24ML00142 – 03/02/2024

Crash – WCR 7 / Highway 66 – 24ML00143 – 03/03/2024

Hit and Run – Highway 66 / WCR 5 – 24ML00144 – 03/04/2024

Hit and Run – Highway 66 / I25 Frontage Road – 24ML00145 – 03/04/2024

Meet – [REDACTED] 6th Street – 24ML00146 – 03/05/2024

Drug Related Activity – WCR 5 / Highway 66 – 24ML00147 / 24ML00148 / 24ML00149 – 03/06/2024

Crash – Highway 66 / I25 NB – 24ML00150 – 03/06/2024

Traffic Stop – Nesting Crane Lane / Highway 66 – 24ML00152 / 24ML00153 – 03/06/2024

Drug Related Activity – [REDACTED] WCR 7 – 24ML00154 – 03/08/2024

Drug Related Activity – [REDACTED] WCR 7 – 24ML00155 – 03/08/2024

Hit and Run – Highway 66 / WCR 3 – 24ML00156 – 03/09/2024

Theft – [REDACTED] Main Steet – 24ML00157 – 03/09/2024

Suspicious – [REDACTED] Highland Drive – 24ML00158 – 03/10/2024

Trespass – [REDACTED] Highland Drive – 24ML00159 – 03/11/2024

Assist Other Agency – [REDACTED] WCR 7 – 24ML00160 – 03/11/2024

Citizen Contact – [REDACTED] Highland Drive – 24ML00161 – 03/12/2024
Traffic Hazard – MM 244 I25 NB – 24ML00162 – 03/12/2024
Harass – [REDACTED] Welker Avenue – 24ML00164 – 03/13/2024
Follow Up – [REDACTED] Garnet Way – 24ML00165 – 03/13/2024
Crash – WCR 7 / Highway 66 – 24ML00166 – 03/14/2024
Follow Up – [REDACTED] Main Street – 24ML00167 – 03/15/2024
Traffic Complaint – Welker Ave / WCR 5 – 24ML00168 – 03/15/2024
Shots Fired – [REDACTED] Highway 66 – 24ML00169 – 03/17/2024
Crash – Highway 66 / WCR 7 – 24ML00170 – 03/19/2024
Theft – [REDACTED] – Cinnamon Circle – 24ML00171 – 03/19/2024
Harass – [REDACTED] Welker Avenue – 24ML00172 – 03/19/2024
Theft – [REDACTED] Homestead Drive – 24ML00173 – 03/19/2024
Traffic Stop – Highway 66 / Colorado Blvd – 24ML00174 – 03/20/2024
Assist Other Agency – [REDACTED] Kimbark Street – 24ML00177 – 03/21/2024
Crash – Highway 66 / Interstate 25 Ramp N – 24ML00178 – 03/21/2024
Crash – 24ML00179 – Settler Ridge Drive / Homestead Drive – 03/22/2024
Theft – [REDACTED] Saddle Drive – 24ML00180 – 03/22/2024
Suspicious – [REDACTED] Pineywoods Street – 24ML00181 – 03/23/2024
Vandalism – MM 245 I25 NB – 24ML00183 – 03/24/2024
Follow Up – [REDACTED] Main Street – 24ML00184 – 03/24/2024
Theft – [REDACTED] Jarrett Drive – 24ML00185 – 03/25/2024
Runaway Juvenile – [REDACTED] Garnet Way – 24ML00186 – 03/25/2024
Traffic Hazard – MM 244 I25 NB – 24ML00187 – 03/26/2024
Subject with a Warrant – Mead Street / Highway 66 – 24ML00188 – 03/26/2024

Stolen Vehicle – [REDACTED] Highland Drive – 24ML00189 – 03/27/2024
Crash – Highway 66 / Nesting Crane Lane – 24ML00191 – 03/28/2024
Check Wellbeing – Hunters Cove Road / 3rd Street – 24ML00192 – 03/29/2024
Sex Offense – [REDACTED] Murray Street – 24ML00193 – 03/29/2024
Sex Offense – [REDACTED] Main Street – 24ML00194 – 03/29/2024
Meet – [REDACTED] Bridle Drive – 24ML00195 – 03/29/2024
Traffic Stop – MM 242 I25 SB – 24ML00196 – 03/29/2024
Assault – [REDACTED] Deere Court – 24ML00198 – 03/30/2024
Theft – [REDACTED] Grand View Drive – 24ML00199 – 03/30/2024
Crash – WCR 7 / Highway 66 – 24ML00200 – 03/30/2024
Suspicious – [REDACTED] WCR 38 – 24ML00201 – 03/30/2024
Subject with a Warrant – MM 245 I25 SB – 03/31/2024
Subject with a Warrant – [REDACTED] Highland Drive – 24ML00203 – 03/31/2024
Check Wellbeing – MM 243 I25 SB – 24ML00204 – 03/31/2024



**PROCLAMATION
United Power 85th Anniversary**

WHEREAS, United Power celebrates 85 years of providing cooperative electric service to residential, agricultural, and business members along Colorado’s northern front range this year; and

WHEREAS, the rural electric movement prompted to action the innovative and pioneering spirit that built United Power, the locally-owned, not-for-profit electric cooperative powering our community and its residents; and

WHEREAS, United Power has remained steadfast in its dedication to providing reliable, affordable, and sustainable electricity to our citizens, contributing significantly to our region's growth and prosperity; and

WHEREAS, the eighty-fifth anniversary of United Power symbolizes a remarkable milestone in our shared history illustrating the hard work, vision, and dedication of its founders, leaders, employees, and members who have contributed to its success and had a positive impact on the lives of our citizens; and

WHEREAS, the cooperative principles guiding United Power, which emphasize democratic member control, member participation, and community engagement, have fostered a spirit of collaboration with the Town of Mead; and

WHEREAS, United Power has been a longstanding and trusted energy advisor, offering resources and rebates to local citizens to help them save energy, and supporting local businesses with their unique energy needs; and

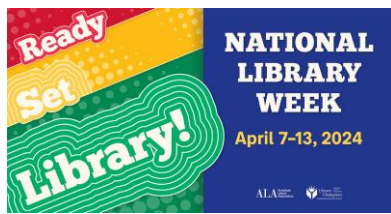
WHEREAS, the electric cooperative continues to innovate and adapt to meet the evolving needs of our community, embracing new technologies and practices to enhance efficiency, resilience, and environmental stewardship; and

WHEREAS, the Town of Mead and its more than 2,800 meters being served by United Power, have benefitted from the values of cooperation, stewardship, and community engagement.

NOW, THEREFORE, **I, Colleen Whitlow, Mayor**, do hereby recognize and congratulate United Power on its 85th Anniversary. We celebrate this milestone and express our gratitude to the electric cooperative for its enduring contributions to our community.

Given under my hand and Seal of the Town of Mead, Colorado
On this 8th day of April 2024

Colleen G. Whitlow
Mayor



**PROCLAMATION
National Library Week
April 7-13, 2024**

WHEREAS, libraries offer the opportunity for everyone to connect with others, learn new skills, and pursue their passions, no matter where they are on life’s journey; and

WHEREAS, libraries have long served as trusted institutions, striving to ensure equitable access to information and services for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status; and

WHEREAS, libraries adapt to the ever-changing needs of their communities, developing and expanding collections, programs, and services that are as diverse as the populations they serve; and

WHEREAS, libraries are accessible and inclusive places that promote a sense of local connection, advancing understanding, civic engagement, and shared community goals; and

WHEREAS, libraries are treasured institutions that preserve our collective heritage and knowledge, safeguarding physical and digital resources for present and future generations; and

WHEREAS, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week; and

NOW, THEREFORE, I, Colleen G. Whitlow, Mayor, do hereby designate National Library Week, April 7-13, 2024. During this week, I encourage all residents to visit a library and celebrate the adventures and opportunities unlocked for us every day. Ready, Set, Library!

Given under my hand and Seal of the Town of Mead, Colorado
On this 8th day of April 2024

Colleen G. Whitlow
Mayor



PROCLAMATION
National Work Zone Awareness Week
April 15-19, 2024

WHEREAS, National Work Zone Awareness Week (NWZAW) is an annual spring campaign held at the start of construction season to encourage safe driving through streets, roads and highway work zones; and

WHEREAS, National Work Zone Awareness Week is a way to raise public awareness for work zones and those who work in them and that motorists are encouraged to slow to posted speed limits, eliminate distractions while driving and be watchful for roadway workers, their equipment and vehicles on the side of the road in work zones; and

WHEREAS, the theme for the 2024 National Work Zone Awareness Week is “Work zones are temporary. Actions behind the wheel can last forever.”; and

WHEREAS, according to the National Work Zone Safety Information Clearinghouse, in 2021 there were 874 fatal crashes in U.S. work zones, up from 780 in 2020; and

WHEREAS, on average, more than two persons per day were killed in work zones in 2020; and

WHEREAS, the Town of Mead strives to keep all employees and the public safe during road and street repairs in work zones; and

WHEREAS, solutions to keeping everyone safe in work zones and on our roadways is our collective responsibility; and

NOW THEREFORE , **I, Colleen G. Whitlow, Mayor**, do hereby designate April 15-19, 2024, as National Work Zone Awareness Week and encourage all residents to slow down and stay alert.

Given under my hand and Seal of the Town of Mead, Colorado
On this 8th day of April 2024

Colleen G. Whitlow
Mayor



PROCLAMATION
Mead Arbor Day
April 26, 2024

WHEREAS, the holiday called Arbor Day was first observed in Nebraska with the planting of more than one million trees; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our town increase property values, enhance economic vitality of business area, and beautify our community; and

WHEREAS, trees, wherever they are planted are a source of joy, wonder and renewal; and

WHEREAS, Mead is committed to making the planting and care of trees a priority; and

WHEREAS, Mead has been recognized as a 2023 Tree City USA by the Arbor Day Foundation.

NOW, THEREFORE, **I, Colleen Whitlow, Mayor**, do hereby proclaim April 26, 2024, as Mead Arbor Day.

Given under my hand and Seal of the Town of Mead, Colorado
On this 8th day of April 2024

Colleen G. Whitlow
Mayor



MINUTES

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

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

1. Call to Order – Roll Call

Present

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

Absent

None

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

Attending via remote access: members of the public.

2. Moment of Silence

Mayor Whitlow requested the observance of a moment of silence for those suffering from cancer.

3. Pledge of Allegiance to the Flag

The assembly pledged allegiance to the flag.

4. Review and Approve Agenda

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

5. Staff Report: Town Manager Report

a. Manager Report

Town Manager Helen Migchelbrink discussed the Community Open House scheduled for April 22, 2024; broadband meetings with Loveland Pulse and Comcast.

6. Informational Items

a. Police Update - ICAC

Sergeant Ellis, Mead Police Department, presented information regarding the Internet Crimes Against Children Task Force, training and resources.

7. Proclamations

a. Vietnam War Veterans Day March 29, 2024

Motion was made by Trustee Schranz, seconded by Trustee Parr, to approve the signing of the Proclamation for Vietnam War Veterans Day March 29, 2024. Motion carried 7-0, on a roll call vote.

8. 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.

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 March 11, 2024
- b. February 2024 Financial Statements
- c. Check Register March 25, 2024
- d. **Resolution No. 26-R-2024** - A Resolution Authorizing an Application for an Energy and Mineral Impact Assistance Fund, Tier I Grant, to Support the Design of the New Police Facility
- e. **Resolution No. 27-R-2024** – A Resolution of the Town of Mead, Colorado, Approving the 4th Amendment to Special Project Task Order for Felsburg Holt & Ullevig, Inc. to Complete Construction Phase Services for the 3rd and Welker Intersection

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

10. Public Hearing

a. Public Hearing: Mead Community Center Preliminary Plat

Mayor Whitlow opened the public hearing for the Mead Community Center Subdivision Preliminary Plat at 6:16 p.m.

Town Planner Kyle Estrada-Clarke presented the staff report.

Town Engineer / Public Works Director Erika Rasmussen was present to respond to questions.

Mead property owner Dave Colemere submitted public comment via email which was presented to the Board.

There was no additional public comment.

The Trustees had no comments.

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

- i. **Resolution No. 28-R-2024** – A Resolution of the Town of Mead, Colorado, Conditionally Approving the Mead Community Center Subdivision Preliminary Plat

Motion was made by Trustee Harris, seconded by Trustee Schranz, to adopt Resolution No. 28-R-2024 – A Resolution of the Town of Mead, Colorado, Conditionally Approving the Mead Community Center Subdivision Preliminary Plat based on a finding that the review criteria set forth in Section 16-4-160 of the Code have been satisfied, as detailed in the Agenda Item Summary report prepared for the March 25, 2024 Board of Trustees meeting. Motion carried 7-0, on a roll call vote.

11. New Business

a. Resolutions in Opposition of Proposed Legislation

Town Attorney Marcus McAskin discussed the status of proposed legislation. At the Board's direction, he prepared the following four Resolutions in opposition of current legislation. Mr. McAskin instructed the Board that they may either adopt or take no action on any of the resolutions presented.

- Resolution No. 29-R-2024** - A Resolution of the Town of Mead, Colorado, Opposing House Bill 24-1304, Prohibiting Local Governments from Enacting or Enforcing Minimum Parking Requirements

Motion was made by Trustee Harris, seconded by Trustee Adams, to adopt Resolution No. 29-R-2024 – A Resolution of the Town of Mead, Colorado, Opposing House Bill 24-1304, Prohibiting Local Governments from Enacting or Enforcing Minimum Parking Requirements. Motion carried 7-0, on a roll call vote.

Resolution No. 30-R-2024 - A Resolution of the Town of Mead, Colorado, Opposing House Bill 24-1152, Requiring Accessory Dwelling Units

Motion was made by Trustee Parr, seconded by Mayor Pro Tem Cartwright, to adopt Resolution No. 30-R-2024 – A Resolution of the Town of Mead, Colorado, Opposing House Bill 24-1152, Requiring Accessory Dwelling Units. Motion carried 7-0, on a roll call vote.

Resolution No. 31-R-2024 - A Resolution of the Town of Mead, Colorado, Opposing House Bill 24-1168, Requiring Live-Streaming of and Video Conference Participation in All Public Meetings

Motion was made by Mayor Pro Tem Cartwright, seconded by Trustee Schranz, to adopt Resolution No. 31-R-2024 – A Resolution of the Town of Mead, Colorado, Opposing House Bill 24-1168, Requiring Live-Streaming of and Video Conference Participation in All Public Meetings. Motion carried 7-0, on a roll call vote.

Resolution No. 32-R-2024 - A Resolution of the Town of Mead, Colorado, Opposing House Bill 24-1313, Increasing Housing Density in Transit-Oriented Communities

Motion was made by Trustee Harris, seconded by Trustee Adams, to adopt Resolution No. 32-R-2024 – A Resolution of the Town of Mead, Colorado, Opposing House Bill 24-1313, Increasing Housing Density in Transit-Oriented Communities. Motion carried 7-0, on a roll call vote.

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

Karen Masek and Yesenia Zamora commented regarding La Isla Boxing Club which is looking for a space and funding for their program.

13. Legislative Update

Town Attorney Marcus McAskin discussed low revenue projections for the state; CML legislative webinar scheduled for 3/29; and legislation regarding EV Charging station permits.

14. Elected Official Reports

- a. Town Trustees

The Trustees thanked staff for the Easter Egg Hunt event.

- b. Mayor Whitlow

Mayor Whitlow invited all to attend Coffee with the Mayor and the Shred Event on April 6, 2024.

15. Adjournment

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

The Regular Meeting of the Town of Mead Board of Trustees adjourned at approximately 6:41 p.m. on Monday, March 25, 2024.

Colleen G. Whitlow, Mayor

ATTEST:

Mary E. Strutt, MMC, Town Clerk

Report Criteria:
Aging by Date
Aged using Payment Date

Customer Number	Name	Balance	Future	Current	Over 30	Over 60	Over 90	Over 120	Over 150
1	St. Vrain Valley School District	2,016.00	2,016.00	-	-	-	-	-	-
45	Mead Development Group, Inc.	210,466.99	-	86,258.53	1,556.25	122,652.21	-	-	-
214	Mead Towne Center	5,750.00	-	-	-	-	-	-	5,750.00
239	Gopher Gulch	374.50	-	374.50	-	-	-	-	-
256	Prosper Land & Development LLC	6,735.00	-	32.50	1,885.00	130.00	1,235.00	2,382.00	1,070.50
270	Highland Development Services Inc	262.60	-	152.51-	-	718.62-	3,055.00-	-	4,188.73
272	Iglesia De Jesucristo	65.66	-	32.83	32.83	-	-	-	-
280	Benson Farms - MD	2,430.25-	-	-	-	-	-	-	2,430.25-
285	Boulder Scientific Company, LLC	2,360.00-	-	-	-	-	-	-	2,360.00-
290	Forestar Real Estate Group	1,165.00-	-	-	-	-	-	1,165.00-	-
291	Western Meadows HOA	3,284.86	-	3,284.86	-	-	-	-	-
292	BREG Industrial Development	13,686.09	-	-	694.38	65.65	-	328.25	12,597.81
294	QuikTrip Corp	1,996.77	-	1,996.77	-	-	-	-	-
296	Silver Point Development	11,669.19	-	1,617.01	1,785.68	2,672.25	5,594.25	-	-
297	Meadow Ridge Development, Inc	6,755.68	-	1,745.28	-	1,504.40	3,506.00	-	-
298	Century Land Holdings LLC	5,088.00	-	5,088.00	-	-	-	-	-
299	Lizondo Futbol Academy LLC	247.95	-	-	65.65	-	-	-	182.30
307	Tharaldson c/o Ventana Capital, Inc	5,894.05	-	2,605.00	3,157.75	131.30	-	-	-
320	Lorson South Land Corp c/o Landhuis C	151.50	-	151.50	-	-	-	-	-
321	Westside Investment Partners	181.80	-	181.80	-	-	-	-	-
323	Enyo Power Partners, LLC	9,599.00	-	9,599.00	-	-	-	-	-
325	Red Barn Metropolitan District	2,203.05-	-	-	-	-	-	881.22-	1,321.83-
326	AMK Properties LLC	1,072.63	345.93	726.70	-	-	-	-	-
327	17790 CR 7 LLC	69.44	-	69.44	-	-	-	-	-
328	Homerun Properties LLC	702.46	-	-	-	-	-	-	702.46
329	Club Car Wash Operating LLC	4,165.00	4,165.00	-	-	-	-	-	-
331	Mountain Legacy LLC	3,005.77	-	-	-	-	-	-	3,005.77
334	BUFFBRAKER, LLC / BAS 2020 LLC	378.75	378.75	-	-	-	-	-	-
336	Front Range Investment Holdings LLC	154,238.85-	-	-	-	-	-	-	154,238.85
337	Welcome to Realty, LLC 401k PSP	942.84	942.84	-	-	-	-	-	-
339	Vaulter Real Estate / Investments	170.70-	-	-	-	170.70-	-	-	-
341	Grand Meadow Investors LLC	2,457.33	2,457.33	-	-	-	-	-	-
342	Grand View Estates Home Owners Asso	98.48	98.48	-	-	-	-	-	-
343	O'Reilly Auto Enterprises, LLC	388.85	388.85	-	-	-	-	-	-
346	Mountain View Fire Protection District	2,058.37	2,058.37	-	-	-	-	-	-
347	Mead Industrial Development Group	252.00	252.00	-	-	-	-	-	-
348	The Longmont Community Foundation	54,000.00	54,000.00	-	-	-	-	-	-
Grand Totals:		191,249.71	67,103.55	113,611.21	9,177.54	126,266.49	7,280.25	664.03	132,853.36

Report Criteria:
 Report type: GL detail

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
04/24	04/08/2024	38086	ADAMSON POLICE PRODUCTS	INV411039	01-42-5254	Uniform	250.00
04/24	04/08/2024	38086	ADAMSON POLICE PRODUCTS	INV411141	01-42-5254	Uniforms	36.00
Total 38086:							286.00
04/24	04/08/2024	38087	Alerus	95664	01-40-5068	FSA Administration - mar	205.00
Total 38087:							205.00
04/24	04/08/2024	38088	Amazon Capital Services Inc	11Y6-RR7L-3	01-42-5200	supplies	54.00
04/24	04/08/2024	38088	Amazon Capital Services Inc	17QW-6VY3-	01-42-5200	Supplies	23.94
04/24	04/08/2024	38088	Amazon Capital Services Inc	1FH6-LGP6-	01-47-5210	Laptop Case - DK	74.97
04/24	04/08/2024	38088	Amazon Capital Services Inc	1FHM-V6CN-	01-42-5210	Supplies	11.69
04/24	04/08/2024	38088	Amazon Capital Services Inc	1MRJ-MWQ	01-42-5200	Supplies	24.68
04/24	04/08/2024	38088	Amazon Capital Services Inc	1NYF-DG6Y-	01-42-5200	Supplies	22.67
04/24	04/08/2024	38088	Amazon Capital Services Inc	1PV4-7LV6-K	01-42-5200	Supplies	157.98
04/24	04/08/2024	38088	Amazon Capital Services Inc	1VNF-7MYX-	01-42-5200	Supplies	13.06
04/24	04/08/2024	38088	Amazon Capital Services Inc	1WYM-7R7J-	01-47-5200	Supplies	59.20
04/24	04/08/2024	38088	Amazon Capital Services Inc	1XGR-HRHQ	01-42-5210	supplies	129.00
Total 38088:							571.19
04/24	04/08/2024	38089	Arbortanics, Inc	815029	01-49-5262	Arbor Day	2,847.00
Total 38089:							2,847.00
04/24	04/08/2024	38090	Ausmus Law Firm PC	8692	01-48-5455	Municipal Prosecutor April	1,000.00
04/24	04/08/2024	38090	Ausmus Law Firm PC	8700	01-48-5455	Municipal Prosecutor - Trial 12/27/23	100.00
04/24	04/08/2024	38090	Ausmus Law Firm PC	8700	01-48-5455	Municipal Prosecutor - Trial Jan - Feb	1,150.00
Total 38090:							2,250.00
04/24	04/08/2024	38091	Bentley, Debra	PARCEL 7 -	14-40-5500	Parcel RW-7 3rd & Welker Bentley move	18,977.75
Total 38091:							18,977.75
04/24	04/08/2024	38092	BERTHOUD ACE HARDWARE	116684/1	01-47-5215	Grader Shed	16.99
Total 38092:							16.99
04/24	04/08/2024	38093	BK Tire	36469	01-42-5216	Tire Repair - PD 13	24.00
04/24	04/08/2024	38093	BK Tire	36614	01-42-5216	Unit 5 - Tires	749.32
Total 38093:							773.32
04/24	04/08/2024	38094	Brakes Plus LLC	14211328946	01-42-5216	R&M - PD-06	171.71
Total 38094:							171.71
04/24	04/08/2024	38095	BUCKEYE WELDING SUPPLY C	05091447	04-44-5369	Cylinder Rental	7.65
Total 38095:							7.65

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
04/24	04/08/2024	38096	ClearGov Inc	2024-14621	01-40-5560	Subscription Bundle - 4/1/2024 - 03/31/2	24,850.00
Total 38096:							24,850.00
04/24	04/08/2024	38097	CORY ELLIS	022924 - ELL	01-42-5330	Reimbursement - Flight for ICAC Trainin	519.96
04/24	04/08/2024	38097	CORY ELLIS	022924 - ELL	01-42-5330	Reimbursement - Meals ICAC Training	379.50
Total 38097:							899.46
04/24	04/08/2024	38098	David Jay Thrower	04012024ME	01-48-5040	Municipal court judge - March	1,500.00
Total 38098:							1,500.00
04/24	04/08/2024	38099	DELUXE	9004224061	01-40-5200	Supplies	919.75
Total 38099:							919.75
04/24	04/08/2024	38100	Denali Water Solutions LLC	INV764624	06-47-5231	Sludge Disposal	910.00
04/24	04/08/2024	38100	Denali Water Solutions LLC	INV766776	06-47-5231	Sludge Disposal	1,370.74
Total 38100:							2,280.74
04/24	04/08/2024	38101	Dewberry Engineers, Inc	22401725	14-40-5500	3rd & Welker Intersection	9,095.00
Total 38101:							9,095.00
04/24	04/08/2024	38102	Dietzler Construction Corp	IFB 2024-003	04-44-5217	Proj 2024.05 - WCR 38 Bridge Deck Rep	124,142.50
04/24	04/08/2024	38102	Dietzler Construction Corp	IFB 2024-003	04-02-2005	Proj 2024.05 - WCR 38 Bridge Deck Rep	6,207.13
Total 38102:							117,935.37
04/24	04/08/2024	38103	Ditesco LLC	2024-47	09-51-5500	TOM Community Center	3,126.74
Total 38103:							3,126.74
04/24	04/08/2024	38104	Elan Cardmember Service	1368 03/28/2	01-49-5265	Senior Lunch	36.56
04/24	04/08/2024	38104	Elan Cardmember Service	1368 03/28/2	01-49-5349	employee engagement	41.75
04/24	04/08/2024	38104	Elan Cardmember Service	1368 03/28/2	01-49-5349	Nectar Reward	30.00
04/24	04/08/2024	38104	Elan Cardmember Service	1368 03/28/2	01-49-5349	Nectar Reward	115.35
04/24	04/08/2024	38104	Elan Cardmember Service	1368 03/28/2	01-49-5349	Nectar Subscription	140.00
04/24	04/08/2024	38104	Elan Cardmember Service	1368 03/28/2	01-49-5260	Recreation Referees	2,040.00
04/24	04/08/2024	38104	Elan Cardmember Service	1368 03/28/2	01-49-5700	Lunch Meeting	12.29
04/24	04/08/2024	38104	Elan Cardmember Service	1368 03/28/2	01-49-5700	Lunch Meeting	105.72
04/24	04/08/2024	38104	Elan Cardmember Service	1368 03/28/2	01-49-5331	Newsletter subscription	45.00
04/24	04/08/2024	38104	Elan Cardmember Service	1368 03/28/2	01-49-5260	Baseball supplies	1,854.84
04/24	04/08/2024	38104	Elan Cardmember Service	1368 03/28/2	01-49-5349	Nectar Reward	176.13
04/24	04/08/2024	38104	Elan Cardmember Service	1368 03/28/2	01-49-5331	URL subscription	35.00
04/24	04/08/2024	38104	Elan Cardmember Service	1368 03/28/2	01-40-5331	Zoom webinar subscription and annual li	378.80
04/24	04/08/2024	38104	Elan Cardmember Service	1368 03/28/2	01-49-5265	Senior Lunch	37.64
04/24	04/08/2024	38104	Elan Cardmember Service	1454 03/28/2	01-43-5330	APA Conf in Mpls - JB	835.00
04/24	04/08/2024	38104	Elan Cardmember Service	1454 03/28/2	01-43-5330	Flight - APA Conf in Mpls - JB	375.89
04/24	04/08/2024	38104	Elan Cardmember Service	3448 03/28/2	01-42-5254	Medical Pouch for vest	81.82
04/24	04/08/2024	38104	Elan Cardmember Service	3448 03/28/2	01-42-5201	VPN for ICAC computer	116.74
04/24	04/08/2024	38104	Elan Cardmember Service	3514 03/28/2	01-40-5331	Dropbox Renewal	540.00
04/24	04/08/2024	38104	Elan Cardmember Service	3514 03/28/2	01-40-5203	Admin Clothing	178.24
04/24	04/08/2024	38104	Elan Cardmember Service	3514 03/28/2	01-40-5331	Online Subscription - no receipt	6.99

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
04/24	04/08/2024	38104	Elan Cardmember Service	3514 03/28/2	01-47-5330	Tolls - PW-01 Training 3/21	13.90
04/24	04/08/2024	38104	Elan Cardmember Service	3514 03/28/2	01-42-5330	Tolls - PD-02 & PD-14 Training 3/21	25.30
04/24	04/08/2024	38104	Elan Cardmember Service	5590 03/28/2	01-47-5216	Sr. Inspector Mo Carwash	18.00
04/24	04/08/2024	38104	Elan Cardmember Service	6819 03/28/2	01-42-5255	Camera Accessories	54.94
04/24	04/08/2024	38104	Elan Cardmember Service	6819 03/28/2	01-42-5200	Disinfectant	67.84
04/24	04/08/2024	38104	Elan Cardmember Service	6819 03/28/2	01-42-5330	Leadership Training lunch	63.26
04/24	04/08/2024	38104	Elan Cardmember Service	6819 03/28/2	01-42-5331	SmartForce - Citizen Contact Analytics	749.85
04/24	04/08/2024	38104	Elan Cardmember Service	7665 03/28/2	04-44-5201	Advanced Plan Annual Vehicle -Feb	71.47
04/24	04/08/2024	38104	Elan Cardmember Service	7665 03/28/2	01-45-5330	Training	35.11
04/24	04/08/2024	38104	Elan Cardmember Service	7665 03/28/2	01-45-5330	Training	163.45
04/24	04/08/2024	38104	Elan Cardmember Service	7665 03/28/2	01-45-5700	Breakfast for Training Class	85.01
04/24	04/08/2024	38104	Elan Cardmember Service	7665 03/28/2	01-45-5700	Breakfast for Training Class-Day 2	58.25
04/24	04/08/2024	38104	Elan Cardmember Service	7665 03/28/2	04-44-5216	PW 35 - Floor liners for new truck	328.06
04/24	04/08/2024	38104	Elan Cardmember Service	7665 03/28/2	04-44-5216	PW 35 - Floor liners for new truck	190.85
04/24	04/08/2024	38104	Elan Cardmember Service	7665 03/28/2	04-44-5216	PW 35 -Outfitting new truck	2,832.00
04/24	04/08/2024	38104	Elan Cardmember Service	7665 03/28/2	04-44-5330	Flight for APWA Snow Convention-Traini	172.96
04/24	04/08/2024	38104	Elan Cardmember Service	7665 03/28/2	01-45-5700	Breakfast for Training Class	90.01
04/24	04/08/2024	38104	Elan Cardmember Service	7665 03/28/2	04-44-5201	Advanced Plan Annual Vehicle -March	68.58
04/24	04/08/2024	38104	Elan Cardmember Service	7665 03/28/2	04-44-5201	Advanced Plan Annual Vehicle 52-53 -M	66.52
04/24	04/08/2024	38104	Elan Cardmember Service	7700 03/28/2	01-40-5205	Postage	9.85
04/24	04/08/2024	38104	Elan Cardmember Service	7700 03/28/2	01-40-5205	Postage	19.70
04/24	04/08/2024	38104	Elan Cardmember Service	7700 03/28/2	01-40-5331	Online Subscription - No Receipt	11.00
04/24	04/08/2024	38104	Elan Cardmember Service	7700 03/28/2	01-40-5205	Postage	9.85
04/24	04/08/2024	38104	Elan Cardmember Service	7700 03/28/2	01-40-5205	Postage	9.85
04/24	04/08/2024	38104	Elan Cardmember Service	7700 03/28/2	01-40-5331	Online Subscription - No Receipt	23.82
04/24	04/08/2024	38104	Elan Cardmember Service	7700 03/28/2	01-41-5330	CML Training - BOT	435.00
04/24	04/08/2024	38104	Elan Cardmember Service	7700 03/28/2	01-40-5201	Computer/Tech - HM	118.00
04/24	04/08/2024	38104	Elan Cardmember Service	7700 03/28/2	01-40-5700	EE Appreciation	134.15
04/24	04/08/2024	38104	Elan Cardmember Service	7700 03/28/2	01-40-5205	Postage	9.85
04/24	04/08/2024	38104	Elan Cardmember Service	7700 03/28/2	01-40-5205	Postage	19.70
04/24	04/08/2024	38104	Elan Cardmember Service	7700 03/28/2	01-40-5205	Postage	9.85
04/24	04/08/2024	38104	Elan Cardmember Service	7700 03/28/2	01-41-5330	CML Conference	895.00
04/24	04/08/2024	38104	Elan Cardmember Service	7700 03/28/2	01-40-5331	Online Subscription - No Receipt	9.99
04/24	04/08/2024	38104	Elan Cardmember Service	7700 03/28/2	01-41-5330	Gaylord - Credit	26.98-
04/24	04/08/2024	38104	Elan Cardmember Service	7700 03/28/2	01-41-5330	Gaylord - Credit	24.14-
04/24	04/08/2024	38104	Elan Cardmember Service	7700 03/28/2	01-40-5700	Staff Event	150.11
04/24	04/08/2024	38104	Elan Cardmember Service	7700 03/28/2	01-40-5205	Postage	9.85
04/24	04/08/2024	38104	Elan Cardmember Service	7700 03/28/2	01-40-5205	Postage	49.25
04/24	04/08/2024	38104	Elan Cardmember Service	7700 03/28/2	01-41-5700	BOT Mtg - 3/11/24	137.05
04/24	04/08/2024	38104	Elan Cardmember Service	7700 03/28/2	01-40-5205	Postage	9.85
04/24	04/08/2024	38104	Elan Cardmember Service	7700 03/28/2	01-40-5331	SSL Renewal	199.98
04/24	04/08/2024	38104	Elan Cardmember Service	7700 03/28/2	01-40-5331	Online Subscription - No Receipt	18.99
04/24	04/08/2024	38104	Elan Cardmember Service	7700 03/28/2	01-40-5205	Postage	19.70
04/24	04/08/2024	38104	Elan Cardmember Service	7700 03/28/2	01-40-5331	Microsoft 365 Subscription	826.00
04/24	04/08/2024	38104	Elan Cardmember Service	7700 03/28/2	01-41-5700	BOT Mtg - 3/25/24	62.14
04/24	04/08/2024	38104	Elan Cardmember Service	7700 03/28/2	01-40-5205	Postage	9.85
04/24	04/08/2024	38104	Elan Cardmember Service	7700 03/28/2	01-41-5700	BOT Mtg - 3/25/24	106.92
04/24	04/08/2024	38104	Elan Cardmember Service	9596 03/28/2	01-42-5216	Carwash 2/27 x4	64.00
04/24	04/08/2024	38104	Elan Cardmember Service	9596 03/28/2	01-42-5216	Carwash 2/28 x10	160.00
04/24	04/08/2024	38104	Elan Cardmember Service	9596 03/28/2	01-42-5200	Notary Stamps for Bustamante and Rolli	47.85
04/24	04/08/2024	38104	Elan Cardmember Service	9596 03/28/2	01-42-5201	Adobe Subscription - MR	19.99
04/24	04/08/2024	38104	Elan Cardmember Service	9596 03/28/2	01-42-5201	Adobe Subscription - NB	12.99
04/24	04/08/2024	38104	Elan Cardmember Service	9596 03/28/2	01-42-5210	Cannibis Drug Tests	262.50
04/24	04/08/2024	38104	Elan Cardmember Service	9596 03/28/2	01-42-5210	Screen Protectors	14.99
04/24	04/08/2024	38104	Elan Cardmember Service	9596 03/28/2	01-42-5330	Denver Parking	3.00
04/24	04/08/2024	38104	Elan Cardmember Service	9596 03/28/2	01-42-5201	Adobe Subscription - MM	19.99

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
04/24	04/08/2024	38104	Elan Cardmember Service	9596 03/28/2	01-42-5216	Carwash 3/26 x2	32.00
04/24	04/08/2024	38104	Elan Cardmember Service	9596 03/28/2	01-42-5216	Carwash 3/27 x11	176.00
04/24	04/08/2024	38104	Elan Cardmember Service	9596 03/28/2	01-42-5216	Car 14 Subscription	15.00
Total 38104:							16,075.13
04/24	04/08/2024	38105	Eric Simpson	032624 - 120	01-02-2610	2628 Palmer - Refund overpayment. Acc	44.45
Total 38105:							44.45
04/24	04/08/2024	38106	Essenza Architecture	2206-12	09-51-5500	TOM Community Center - March	28,422.50
Total 38106:							28,422.50
04/24	04/08/2024	38107	EST Inc	2-303562-00	14-40-5562	CR 34 Bridge Design	30,421.65
Total 38107:							30,421.65
04/24	04/08/2024	38108	FASTENAL	COLON1069	01-47-5210	Locate Paint	49.17
Total 38108:							49.17
04/24	04/08/2024	38109	Felsburg Holt & Ullevig	40681	14-40-5500	3rd & Welker - Feb	18,333.12
Total 38109:							18,333.12
04/24	04/08/2024	38110	Fox Tuttle Transportation Group	19021-59A	01-45-5405	On-Call Services Feb	660.00
04/24	04/08/2024	38110	Fox Tuttle Transportation Group	19021-59B	01-02-2615	Elevation 25 (296)	770.00
04/24	04/08/2024	38110	Fox Tuttle Transportation Group	19021-59C	01-02-2615	AMK (326)	220.00
Total 38110:							1,650.00
04/24	04/08/2024	38111	Fun Services Inc	032024 - FU	01-11-4102	Deposit for Temp Sign Permit	500.00
Total 38111:							500.00
04/24	04/08/2024	38112	Garretson's Sports Center	13144	01-47-5203	Logo - Clothing RB & DK	189.00
04/24	04/08/2024	38112	Garretson's Sports Center	13144	01-45-5203	Logo - Clothing JM	45.00
04/24	04/08/2024	38112	Garretson's Sports Center	13144	04-44-5203	Logo - Clothing CW	36.00
Total 38112:							270.00
04/24	04/08/2024	38113	Girls on the Run of the Rockies	S24-026	01-49-5260	Run Program	1,300.00
Total 38113:							1,300.00
04/24	04/08/2024	38114	Global Focus Marketing & Distribu	39878	01-42-5210	Hardener	375.80
Total 38114:							375.80
04/24	04/08/2024	38115	HELEN MIGCHELBRINK	022924 - MI	01-40-5700	Reimbursement - Patti Garcia - Wellinto	51.07
Total 38115:							51.07
04/24	04/08/2024	38116	IACP	4395	01-42-5330	IACP 2024 Annl Conf - 10/19 - 22, 2024	625.00

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 38116:							625.00
04/24	04/08/2024	38117	KLEEN-TECH SERVICES CORP	INVG005832	01-40-5050	Janitorial Services	715.48
04/24	04/08/2024	38117	KLEEN-TECH SERVICES CORP	INVG005832	01-42-5050	Janitorial Services	876.03
04/24	04/08/2024	38117	KLEEN-TECH SERVICES CORP	INVG005832	01-47-5050	Janitorial Services	787.78
Total 38117:							2,379.29
04/24	04/08/2024	38118	KONICA MINOLTA BUSINESS S	292127241	01-40-5315	Copies - last pmt for C258	9.93
Total 38118:							9.93
04/24	04/08/2024	38119	KS State Bank - Government Fina	58974-5-202	09-44-5602	SFA Intnat'l Truck (2)	40,689.18
04/24	04/08/2024	38119	KS State Bank - Government Fina	58974-5-202	09-44-5603	SFA Intnat'l Truck (2)	2,554.00
Total 38119:							43,243.18
04/24	04/08/2024	38120	Landsea Homes of CO LLC	03262024 - 1	01-02-2610	16896 Ballinger Cir - Refund overpayme	10.10
Total 38120:							10.10
04/24	04/08/2024	38121	LITTLE THOMPSON WATER DIS	1003301 3/2	01-47-5305	1341 WC 34	47.12
04/24	04/08/2024	38121	LITTLE THOMPSON WATER DIS	347002 3/20/	04-44-5305	1782 WC 32	35.11
04/24	04/08/2024	38121	LITTLE THOMPSON WATER DIS	607001 3/20/	06-47-5305	5423 WC 32	34.39
04/24	04/08/2024	38121	LITTLE THOMPSON WATER DIS	618801 3/20/	01-45-5305	150 Main St	50.34
04/24	04/08/2024	38121	LITTLE THOMPSON WATER DIS	619202 3/20/	01-45-5305	401 3rd St	34.39
04/24	04/08/2024	38121	LITTLE THOMPSON WATER DIS	619802 2/20/	01-45-5305	242 Dillingham	45.16
04/24	04/08/2024	38121	LITTLE THOMPSON WATER DIS	620201 3/20/	01-45-5305	2700 WC 34.5	117.76
04/24	04/08/2024	38121	LITTLE THOMPSON WATER DIS	621801 3/20/	01-45-5305	190 1st St	117.76
04/24	04/08/2024	38121	LITTLE THOMPSON WATER DIS	622501 3/20/	01-45-5305	365 Welker	50.34
04/24	04/08/2024	38121	LITTLE THOMPSON WATER DIS	624409 3/20/	01-42-5305	201 Welker	34.48
04/24	04/08/2024	38121	LITTLE THOMPSON WATER DIS	650402 3/20/	01-40-5305	242 Main St	34.39
04/24	04/08/2024	38121	LITTLE THOMPSON WATER DIS	657602 3/20/	06-47-5305	4504 E Welker	61.69
04/24	04/08/2024	38121	LITTLE THOMPSON WATER DIS	657701 3/20/	01-45-5305	156 Eagle	61.29
04/24	04/08/2024	38121	LITTLE THOMPSON WATER DIS	657801 3/20/	01-42-5305	537 Main Police	50.60
04/24	04/08/2024	38121	LITTLE THOMPSON WATER DIS	657901 3/20/	01-45-5305	16775 North Creek	166.19
04/24	04/08/2024	38121	LITTLE THOMPSON WATER DIS	658001 3/20/	01-45-5305	441 3rd St (6580)	166.19
04/24	04/08/2024	38121	LITTLE THOMPSON WATER DIS	658101 3/20/	01-45-5305	10 Fairburn	50.34
04/24	04/08/2024	38121	LITTLE THOMPSON WATER DIS	658201 3/20/	01-40-5305	441 3rd St	56.98
Total 38121:							1,214.52
04/24	04/08/2024	38122	MAIN STREET MAT COMPANY	215081	01-40-5210	Mat svcs	69.36
04/24	04/08/2024	38122	MAIN STREET MAT COMPANY	215082	01-42-5210	Mat svcs	67.33
04/24	04/08/2024	38122	MAIN STREET MAT COMPANY	215088	01-47-5210	Mat svcs	103.03
Total 38122:							239.72
04/24	04/08/2024	38123	Marisol Herman	022924 - MH	01-40-5705	employee reimbursements Mileage 2/9 tr	52.26
04/24	04/08/2024	38123	Marisol Herman	123123 - MH	01-40-5705	employee reimbursements Mileage 10/2	82.53
Total 38123:							134.79
04/24	04/08/2024	38124	MARY STRUTT	033124 - MS	01-40-5705	Q1 Reimbursement Mileage	333.66
04/24	04/08/2024	38124	MARY STRUTT	033124 - MS	01-41-5841	Q1 Reimbursement Donuts - coffee w M	98.34

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
04/24	04/08/2024	38124	MARY STRUTT	033124 - MS	01-41-5330	Q1 Reimbursement - NOCO clerks	5.00
04/24	04/08/2024	38124	MARY STRUTT	033124 - MS	01-41-5841	Q1 Reimbursement - KS coffee w Mayor	19.98
04/24	04/08/2024	38124	MARY STRUTT	033124 - MS	01-41-5700	Q1 Reimbursement - BOT mtg	80.21
Total 38124:							537.19
04/24	04/08/2024	38125	MCDONALD FARMS ENTERPRI	0106097-IN	06-47-5231	Vac tanker	1,539.00
Total 38125:							1,539.00
04/24	04/08/2024	38126	MEAD MOTORHEADS	032024 - ME	01-41-5347	Event Donation	800.00
Total 38126:							800.00
04/24	04/08/2024	38127	MJT Communications	14042	01-40-5401	Computer - Admin	540.01
04/24	04/08/2024	38127	MJT Communications	14042	06-40-5401	Computer - Sewer	67.50
04/24	04/08/2024	38127	MJT Communications	14042	20-40-5401	Computer - MURA	67.50
Total 38127:							675.01
04/24	04/08/2024	38128	Mountain View Fire Rescue	24-0220	09-51-5500	Community Center	440.00
Total 38128:							440.00
04/24	04/08/2024	38129	Otak, Inc	0000324002	14-40-5565	SH66/CR7 Ped Crossing	19,881.50
Total 38129:							19,881.50
04/24	04/08/2024	38130	PINNACOL ASSURANCE	21621398	01-02-2312	Worker's Comp	13,033.00
Total 38130:							13,033.00
04/24	04/08/2024	38131	Professional Management System	84899	01-40-5401	Finance - Admin	4,224.00
04/24	04/08/2024	38131	Professional Management System	84899	06-40-5401	Finance - Sewer	528.00
04/24	04/08/2024	38131	Professional Management System	84899	20-40-5401	Finance - MURA	528.00
Total 38131:							5,280.00
04/24	04/08/2024	38132	RAMEY ENVIRONMENTAL COM	27380	06-47-5390	Wastewater svcs - Mar	336.30
04/24	04/08/2024	38132	RAMEY ENVIRONMENTAL COM	27380	06-47-5396	Facility - Raterink	436.10
Total 38132:							772.40
04/24	04/08/2024	38133	Real Colorado	031524 - RE	01-49-5260	Mead Spring Soccer Camp	425.00
Total 38133:							425.00
04/24	04/08/2024	38134	Safety and Construction Supply	13563-IN	04-44-5255	Road/Bridge CR 34 (Ponds) - Safety Mu	406.54
Total 38134:							406.54
04/24	04/08/2024	38135	ST. VRAIN VALLEY SCHOOL DIS	890	01-49-5260	Basketball	150.00
Total 38135:							150.00
04/24	04/08/2024	38136	SUNRISE ENVIRONMENTAL SCI	145037	04-44-5364	Ban Ice	1,206.46

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 38136:							1,206.46
04/24	04/08/2024	38137	TDS	0006545 03/	01-40-5325	Internet - April	460.30
04/24	04/08/2024	38137	TDS	0014762 03/	01-42-5325	Internet	132.45
Total 38137:							592.75
04/24	04/08/2024	38138	THE HARTFORD-GROUP BENE	9247074897	01-40-5066	STD / LTD Insurance	162.87
04/24	04/08/2024	38138	THE HARTFORD-GROUP BENE	9247074897	01-41-5066	STD / LTD Insurance	10.14
04/24	04/08/2024	38138	THE HARTFORD-GROUP BENE	9247074897	01-42-5066	STD / LTD Insurance	407.66
04/24	04/08/2024	38138	THE HARTFORD-GROUP BENE	9247074897	01-43-5066	STD / LTD Insurance	191.04
04/24	04/08/2024	38138	THE HARTFORD-GROUP BENE	9247074897	04-44-5066	STD / LTD Insurance	262.73
04/24	04/08/2024	38138	THE HARTFORD-GROUP BENE	9247074897	01-45-5066	STD / LTD Insurance	249.35
04/24	04/08/2024	38138	THE HARTFORD-GROUP BENE	9247074897	01-47-5066	STD / LTD Insurance	220.53
04/24	04/08/2024	38138	THE HARTFORD-GROUP BENE	9247074897	01-48-5066	STD / LTD Insurance	32.34
04/24	04/08/2024	38138	THE HARTFORD-GROUP BENE	9247074897	01-49-5066	STD / LTD Insurance	119.49
04/24	04/08/2024	38138	THE HARTFORD-GROUP BENE	9247074897	06-40-5066	STD / LTD Insurance	98.03
04/24	04/08/2024	38138	THE HARTFORD-GROUP BENE	9247074897	20-40-5066	STD / LTD Insurance	100.83
Total 38138:							1,855.01
04/24	04/08/2024	38139	Tradesman Elevator	11461	01-40-5215	Maintenance - Feb	180.25
04/24	04/08/2024	38139	Tradesman Elevator	11479	01-40-5215	Maintenance - March	180.25
Total 38139:							360.50
04/24	04/08/2024	38140	University Auto Parts, Inc	305778	04-44-5216	R&M	23.65
Total 38140:							23.65
04/24	04/08/2024	38141	Watts Hydraulics Acquisition Corp	7184214	01-47-5215	Hose for Washbay	337.00
Total 38141:							337.00
04/24	04/08/2024	38142	Wickham Tractor Company	IE21566	04-44-5216	R&M	119.82
Total 38142:							119.82
04/24	04/01/2024	40124100	First American Title Insurance Co	5544-412611	09-51-5500	RR Land Purchase for Community Cente	137,490.00
Total 40124100:							137,490.00
04/24	04/03/2024	40324100	CEBT	INV 0064608	01-02-2310	Health Insurance	53,285.69
04/24	04/03/2024	40324100	CEBT	INV 0064608	06-02-2310	Health Insurance	2,109.59
04/24	04/03/2024	40324100	CEBT	INV 0064608	20-02-2310	Health Insurance	2,507.17
Total 40324100:							57,902.45
04/24	04/03/2024	40324101	Fusion Cloud Company	9858520	01-40-5300	Phone Bill	279.73
Total 40324101:							279.73
04/24	04/03/2024	40324102	UNITED POWER	61303 - 03/1	01-45-5305	17029 CR 5	10.78
04/24	04/03/2024	40324102	UNITED POWER	88601 03/19/	04-44-5305	Streetlights	2,975.15
04/24	04/03/2024	40324102	UNITED POWER	92015 03/19/	01-42-5305	201 Welker	43.75

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 40324102:							3,029.68
04/24	04/03/2024	40324103	XCEL ENERGY	870149468	01-47-5305	1341 CR 34	526.58
04/24	04/03/2024	40324103	XCEL ENERGY	870164737	01-40-5305	299 Palmer	117.97
04/24	04/03/2024	40324103	XCEL ENERGY	870185100	01-42-5305	201 Welker - Acct # 53-0013609291-7	71.63
04/24	04/03/2024	40324103	XCEL ENERGY	870220957	01-42-5305	537 4th St - acct 53-2929790-5	313.46
Total 40324103:							1,029.64
04/24	04/03/2024	40324104	All Copy Products Inc	524918083	01-40-5315	Copier Lease	96.41
Total 40324104:							96.41
04/24	04/05/2024	40524100	Xpress Bill Pay	INV-XPR010	06-40-5701	Credit Transaction	578.42
04/24	04/05/2024	40524100	Xpress Bill Pay	INV-XPR010	01-40-5701	Credit Transaction	144.60
Total 40524100:							723.02
Grand Totals:							581,048.85

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-02-2000	229.36	133,834.59-	133,605.23-
01-02-2310	53,285.69	.00	53,285.69
01-02-2312	13,033.00	.00	13,033.00
01-02-2610	54.55	.00	54.55
01-02-2615	990.00	.00	990.00
01-11-4102	500.00	.00	500.00
01-40-5050	715.48	.00	715.48
01-40-5066	162.87	.00	162.87
01-40-5068	205.00	.00	205.00
01-40-5200	919.75	.00	919.75
01-40-5201	118.00	.00	118.00
01-40-5203	.00	178.24-	178.24-
01-40-5205	187.15	.00	187.15
01-40-5210	69.36	.00	69.36
01-40-5215	360.50	.00	360.50
01-40-5300	279.73	.00	279.73
01-40-5305	209.34	.00	209.34
01-40-5315	106.34	.00	106.34
01-40-5325	460.30	.00	460.30
01-40-5331	2,015.57	.00	2,015.57
01-40-5401	4,764.01	.00	4,764.01
01-40-5560	24,850.00	.00	24,850.00
01-40-5700	335.33	.00	335.33
01-40-5701	144.60	.00	144.60
01-40-5705	468.45	.00	468.45
01-41-5066	10.14	.00	10.14
01-41-5330	1,335.00	51.12-	1,283.88
01-41-5347	800.00	.00	800.00
01-41-5700	386.32	.00	386.32

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
01-41-5841	118.32	.00	118.32
01-42-5050	876.03	.00	876.03
01-42-5066	407.66	.00	407.66
01-42-5200	412.02	.00	412.02
01-42-5201	169.71	.00	169.71
01-42-5210	861.31	.00	861.31
01-42-5216	1,392.03	.00	1,392.03
01-42-5254	367.82	.00	367.82
01-42-5255	54.94	.00	54.94
01-42-5305	513.92	.00	513.92
01-42-5325	132.45	.00	132.45
01-42-5330	1,616.02	.00	1,616.02
01-42-5331	749.85	.00	749.85
01-43-5066	191.04	.00	191.04
01-43-5330	1,210.89	.00	1,210.89
01-45-5066	249.35	.00	249.35
01-45-5203	45.00	.00	45.00
01-45-5305	870.54	.00	870.54
01-45-5330	198.56	.00	198.56
01-45-5405	660.00	.00	660.00
01-45-5700	233.27	.00	233.27
01-47-5050	787.78	.00	787.78
01-47-5066	220.53	.00	220.53
01-47-5200	59.20	.00	59.20
01-47-5203	189.00	.00	189.00
01-47-5210	227.17	.00	227.17
01-47-5215	353.99	.00	353.99
01-47-5216	18.00	.00	18.00
01-47-5305	573.70	.00	573.70
01-47-5330	13.90	.00	13.90
01-48-5040	1,500.00	.00	1,500.00
01-48-5066	32.34	.00	32.34
01-48-5455	2,250.00	.00	2,250.00
01-49-5066	119.49	.00	119.49
01-49-5260	5,769.84	.00	5,769.84
01-49-5262	2,847.00	.00	2,847.00
01-49-5265	74.20	.00	74.20
01-49-5331	80.00	.00	80.00
01-49-5349	503.23	.00	503.23
01-49-5700	118.01	.00	118.01
04-02-2000	6,207.13	132,946.05-	126,738.92-
04-02-2005	.00	6,207.13-	6,207.13-
04-44-5066	262.73	.00	262.73
04-44-5201	206.57	.00	206.57
04-44-5203	36.00	.00	36.00
04-44-5216	3,494.38	.00	3,494.38
04-44-5217	124,142.50	.00	124,142.50
04-44-5255	406.54	.00	406.54
04-44-5305	3,010.26	.00	3,010.26
04-44-5330	172.96	.00	172.96
04-44-5364	1,206.46	.00	1,206.46
04-44-5369	7.65	.00	7.65
06-02-2000	.00	8,069.76-	8,069.76-
06-02-2310	2,109.59	.00	2,109.59
06-40-5066	98.03	.00	98.03
06-40-5401	595.50	.00	595.50
06-40-5701	578.42	.00	578.42

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
06-47-5231	3,819.74	.00	3,819.74
06-47-5305	96.08	.00	96.08
06-47-5390	336.30	.00	336.30
06-47-5396	436.10	.00	436.10
09-02-2000	.00	212,722.42-	212,722.42-
09-44-5602	40,689.18	.00	40,689.18
09-44-5603	2,554.00	.00	2,554.00
09-51-5500	169,479.24	.00	169,479.24
14-02-2000	.00	96,709.02-	96,709.02-
14-40-5500	46,405.87	.00	46,405.87
14-40-5562	30,421.65	.00	30,421.65
14-40-5565	19,881.50	.00	19,881.50
20-02-2000	.00	3,203.50-	3,203.50-
20-02-2310	2,507.17	.00	2,507.17
20-40-5066	100.83	.00	100.83
20-40-5401	595.50	.00	595.50
Grand Totals:	<u>593,921.83</u>	<u>593,921.83-</u>	<u>.00</u>

Report Criteria:
Report type: GL detail

M = Manual Check, V = Void Check



Agenda Item Summary

MEETING DATE: April 8, 2024
SUBJECT: 2024 Mead Area Chamber of Commerce Agreement
PRESENTED BY: Mary Strutt, Administrative Services Director

SUMMARY

The Town of Mead has partnered with the Mead Area Chamber of Commerce (“Chamber”) for many years to provide opportunities for businesses located within the Town of Mead. In addition to being a resource for the businesses in the Mead area, the Chamber prints and distributes a business directory to the residents of Mead, sponsors several community events and partners with the Town and provides volunteers for several of the Town’s events.

FINANCIAL CONSIDERATIONS

The agreement calls for a payment of \$10,000.00 to the Chamber which is the same level of funding as 2023. This amount is included in the approved 2024 budget under Community Grants 01-41-5347.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends approval of the Agreement. A motion to approve the April 8, 2024 regular meeting consent agenda will approve the agreement. If this item is pulled off consent for questions or further discussion, Staff recommends the motion set forth below:

“I move to approve the agreement between the Town of Mead and the Mead Area Chamber of Commerce for 2024 for an amount not to exceed \$10,000.00 and to authorize Mayor Whitlow to sign the agreement.”

ATTACHMENTS

2024 Mead – MACC Agreement

**AGREEMENT
BETWEEN THE TOWN OF MEAD
AND THE
MEAD AREA CHAMBER OF COMMERCE
(2024 Annual Contribution)**

This Agreement is made by and between the Town of Mead, Colorado (Town) and the Mead Area Chamber of Commerce, a Colorado nonprofit corporation (Chamber) (each a “Party” and together, the “Parties”). This Agreement shall be effective as of the date of mutual execution hereof by the Parties.

WHEREAS, the Town has determined that it desires assistance with certain aspects of economic development; and

WHEREAS, the Chamber is an IRC §501(c)6 organization whose mission is to market, grow and provide networking opportunities for current and future Mead area businesses; and

WHEREAS, the Town has determined that in order to attract and retain area businesses it would be beneficial to provide training in the areas of creating, operating, expanding and maintaining business activities and to undertake the joint events outlined in the Scope of Work attached to this Agreement; and

WHEREAS, the Chamber would like to continue to provide those opportunities to businesses located in the Mead area; and

WHEREAS, the Town would like to cooperate with the Chamber to provide specific programs and events for the benefit of the Town; and

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS;

1. The Town agrees to pay to the Chamber the sum of \$10,000.00 (“Annual Contribution”) and to provide general liability insurance, upon request, under a special events rider for those special events approved by the Town and held on Town property. The Chamber will complete the special event insurance application at least thirty (30) days prior to the event. The terms of the special events rider shall be determined by the Town in its sole discretion.
2. The Parties agree to the Scope of Work attached to this Agreement.
3. Either Party may terminate this Agreement with thirty (30) days’ advance written notice to the other Party. If either Party terminates this Agreement, the Parties will cooperate in good faith to ensure that the appropriate pro rata amount of the Annual Contribution is returned to the Town.

4. Entire Agreement. This Agreement sets forth the entire agreement of the Parties hereto with respect to the matters contained herein.
5. Severability. If any provision of this Agreement is deemed by any court of competent jurisdiction to be invalid or void, the remaining provisions remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date(s) set forth below.

TOWN OF MEAD

MEAD AREA CHAMBER OF COMMERCE

By _____
Colleen G. Whitlow, Mayor

By _____
Mead Area Chamber Representative

Date: _____, 2024

Date: _____, 2024

ATTEST

By _____
Mary E. Strutt, MMC, Town Clerk

Town address:

Town of Mead
441 Third Street
P.O. Box 626
Mead, CO 80524

Chamber address:

Mead Area Chamber of Commerce
P.O. Box 727
Mead, CO 80542

Scope of Work

In return for funding in the amount of \$10,000.00, the Chamber will provide the Mead community with the following items and activities during calendar year 2024:

1. 2024 Mead Area Chamber Membership provided for the Town of Mead
2. Proposed Events for 2024 are included on page 2 of this Scope of Work (page 4 of the Agreement). The purpose of these events is to promote existing businesses located in and serving the Mead area. The Town will co-sponsor by providing the following:
 - a. Special event permit pre-event meeting which includes event discussion, site plan review, traffic options and permitting/licensing requirements.
 - b. Sprinkler head and line locates at Town properties
 - c. Provision of traffic control plans, trash receptacles and portapotties will be considered on a per-event basis.
 - d. The Town will provide the Chamber a location for events in accordance with Town policy. These locations include, but are not limited to:
 - i. All Town of Mead property, parks and facilities that include, but are not limited to kitchens, bathrooms, parks, trails, roads, audio/visual equipment and cleaning supplies.
 - e. Utilities (electricity/water) during events, if available.
 - f. The Chamber will comply with any applicable Town of Mead, liquor licensing, health department and/or fire rules/regulations for all events.
3. Ribbon Cuttings will be performed upon request by new or existing businesses located in within the Mead area.
4. The Chamber will produce the Mead Business Directory and Visitors Guide. The Town will assist by providing the MACC with the business name, physical location, website address, contact person and phone number of businesses by February 15, 2024. The Town will also provide a preliminary schedule of Town events, a picture and list of current Board of Trustees as of February 15, 2024, demographic information for the Town and information about recreation and active adult activities to be placed in the directory. Upon receipt of complete list from the Town, the Chamber will produce the directory within ninety (90) days. The Chamber will mail the directories to residents and businesses of Mead utilizing the Town of Mead bulk mailing permit.
5. The Town will provide updated Business Directory Lists from business license applications to the Chamber, upon request, but not more often than monthly.
6. The Chamber will seek opportunities to provide Business After Hours events to highlight Mead based businesses.
7. The Chamber will attempt to reach out to Mead based businesses annually.
8. The Chamber will promote nearby Business Expos and Joint Chamber events to Chamber members.

Mead Area Chamber of Commerce
Proposed Events for 2024

Joint Events with the Town of Mead

Unity in the Community
Fishing is Fun!
Summer Block Party
Movies in the Park
Concerts in the Park
Cornhole Tournaments
National Night Out
Homecoming Parade
Community Day
Christmas in the Park/Parade/Tree Drawing

Chamber Events

Annual Meeting & Dinner
Quarterly Brown Bag Lunch and Learn Workshop Series
Trivia Nights
Family Night Bingos
Business Appreciation Event
Senior Recognition Night (MACC Scholarship Program)
Annual Golf Tournament
Mead High School Roundup
Business Expo & Career Fair
Trick or Treat Street
Holiday Market / Vendor Fair
MACC Christmas Party
Breakfast With Santa
Other TBD Events

Other Events with Local Partners

Mead Motorhead Car Show
Joint Business After Hours
Regional Business After Hours
Business Expo & Career Fair

Chamber Members by Request

Ribbon Cuttings
Business After Hours



Agenda Item Summary

MEETING DATE: April 8, 2024

SUBJECT: **Resolution No. 33-R-2024** – A Resolution of the Town of Mead, Colorado, Approving a Contract Extension Agreement Between the Town of Mead and Burnt Mountain Services LLC. for Calendar Year 2024

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

SUMMARY

In March of 2023, the Town published a bid for concrete removal and replacement services as part of the annual street maintenance program. Seven bids were received, and the contract was awarded to Burnt Mountain Services LLC., a Colorado limited liability company (“Burnt Mountain”). The Town and Burnt Mountain entered into that certain Construction Agreement dated May 9, 2023 (the “2023 Agreement”). In Section 3.00 of the 2023 Agreement, the Town reserved the right to enter into additional construction agreements for work to be performed by Burnt Mountain in each of calendar years 2024, 2025, 2026 and 2027.

The Town and Burnt Mountain now wish to enter into that certain Construction Agreement – 2024 Extension Agreement (the “2024 Extension Agreement”) to extend the 2023 Agreement for calendar year 2024 and establish a not-to-exceed amount of \$161,842.90 for work to be performed by Burnt Mountain in 2024. The 2024 Extension Agreement incorporates new/updated pricing that Burnt Mountain provided to the Town, together with supporting documentation, as required by Section 5.00(c) of the 2023 Agreement.

This work consists of removal and replacement of concrete curbs, gutters, sidewalks, drainage pans, inlets, pavement, ADA ramps, temporary asphalt patching and associated traffic and erosion control within separate Town rights of way or on Town property. Burnt Mountain has performed these services satisfactorily to date and is familiar with the Town standards and specifications.

Resolution 33-R-2024 (the “Resolution”): (a) approves the 2024 Extension Agreement; (b) authorizes the Town Attorney, in cooperation with the Town Manager, to make non-material changes to the 2024 Extension Agreement as may be necessary that do not increase the Town’s obligations; and (c) authorizes the Mayor to execute the 2024 Extension Agreement when in final form.

FINANCIAL CONSIDERATIONS

This contract is for \$161,842.90. The approved 2024 annual budget provides \$250,000 in the Street Improvement Fund for this contract.

04-44-5215	Repairs and Maintenance – Streets	\$250,000
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STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the April 8, 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. 33-R-2024, A Resolution of the Town of Mead, Colorado, Approving a Contract Extension Agreement Between the Town of Mead and Burnt Mountain Services LLC. for Calendar Year 2024.”

ATTACHMENTS

Resolution No. 33-R-2024
Burnt Mountain Construction Agreement – 2024 Extension

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 33-R-2024**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING A
CONTRACT EXTENSION AGREEMENT BETWEEN THE TOWN AND BURNT
MOUNTAIN SERVICES LLC. FOR CALENDAR YEAR 2024**

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

WHEREAS, the Town and Burnt Mountain Services LLC., a Colorado limited liability company (“Contractor”), previously entered into that certain Construction Agreement dated May 9, 2023 (the “2023 Agreement”) for removal, repair, and replacement of miscellaneous sections of concrete on Town streets and properties; and

WHEREAS, the Town reserved the right, as set forth in Section 3.00 of the 2023 Agreement, to enter into additional construction agreements for work to be performed by Contractor in each of calendar years 2024, 2025, 2026 and 2027; and

WHEREAS, the Town and Contractor wish to enter into a Construction Agreement – 2024 Extension Agreement (“2024 Extension Agreement”) to extend the term of the 2023 Agreement for the 2024 calendar year and to establish a not to exceed amount of One Hundred Sixty-One Thousand Eight Hundred Forty-Two and 90/100 Dollars for work to be completed by Contractor for the Town in calendar year 2024 (\$161,842.90); and

WHEREAS, the Board of Trustees desires to approve the 2024 Extension Agreement with Contractor in substantially the form attached to this Resolution as **Exhibit 1**; and

WHEREAS, the Board of Trustees further desires to delegate authority to the Mayor to execute the Agreement on behalf of the Town of Mead once in final form.

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

Section 1. The Board of Trustees hereby: (a) approves the 2024 Extension Agreement in substantially the same form as is attached hereto as **Exhibit 1** and incorporated herein; (b) authorizes the Town Attorney, in cooperation with the Town Manager, to make non-material changes to the 2024 Extension Agreement as may be necessary that do not increase the Town’s obligations; and (c) authorizes the Mayor to execute the 2024 Extension Agreement when in final form.

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 8TH DAY OF APRIL, 2024.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

EXHIBIT 1
2024 EXTENSION AGREEMENT

[See Attached]

SECTION 00501
TOWN OF MEAD, COLORADO
CONSTRUCTION AGREEMENT
Project Number: IFB 2023-001, Concrete Repair and Replacement (“Project”)

[2024 Extension Agreement]

This CONSTRUCTION AGREEMENT – 2024 Extension Agreement (“Agreement”) is made and entered into by and between the **TOWN OF MEAD**, a municipal corporation of the State of Colorado, with offices at 441 Third Street, Mead, Colorado 80542 (the “**Town**” or “**Owner**”), and **BURNT MOUNTAIN SERVICES LLC.**, a Colorado limited liability company, whose principal office address is 2517 1st Ave, Greeley, CO 80631 (the “**Contractor**”).

RECITALS

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

WHEREAS, the Town previously entered into that certain Construction Agreement with Contractor dated May 9, 2023 (the “2023 Agreement”); and

WHEREAS, the Town reserved the right, as set forth in Section 3.00 of the 2023 Agreement, to enter into additional construction agreements for work to be performed by Contractor in each of calendar years 2024, 2025, 2026 and 2027 (each, an “Extension Agreement”), conditioned on each Extension Agreement being subject to substantially the same terms and conditions contained in the 2023 Agreement and the renewal prices being determined in accordance with Section 5.00(c) of the 2023 Agreement; and

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

THE PARTIES AGREE AS FOLLOWS:

1.00 SCOPE OF WORK: The Contractor will furnish all tools, equipment, machinery, materials, supplies, superintendence, insurance, transportation, other construction accessories, and services specified or required to be incorporated in and form a permanent part of the construction and completion of the work proposed to be done under this Agreement (“Work” or “Scope of Work”). In addition, the Contractor shall provide and perform all necessary labor in a first-class and workmanlike manner and in accordance with the conditions and prices stated in the Bid Proposal and the requirements, stipulations, provisions, and conditions of the Contract Documents. The Contractor shall further perform, execute, construct, and complete all things mentioned to be done by the Contractor and all work covered by the Owner’s official award of this contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor’s bid, or part thereof.

2.00 THE CONTRACT DOCUMENTS: This Agreement incorporates all the Contract Documents, which together represent the entire and integrated agreement between the parties hereto and supersede prior negotiations, written or oral representations, and agreements. The Contract Documents consist of this Construction Agreement, which Agreement also incorporates by this reference all of the

instruments set forth in the Contract Documents as fully as if they were set forth in this Agreement in full. The Contract Documents consist of, without limitation, the following documents:

1. Invitation for Bid or Request for Proposals and Instructions to Bidders
2. Contractor's Bid Form (with Unit Pricing as indicated, and revised Unit Pricing), which is **Exhibit A** to this Agreement
3. This Construction Agreement and any addendums, exhibits or attachments to this Agreement
4. The 2023 Agreement and any addendums, exhibits or attachments to the 2023 Agreement
5. Performance, Payment and Warranty Bond
6. Bid Proposal
7. Notice of Award
8. Notice to Proceed

9. Bid Bond (Minimum 10% equivalent of the Bid Proposal price or as otherwise set forth in the Bid Bond form provided as part of the Bid Pack)
10. General Conditions
11. The following documents if the box is checked:
 - Special Provisions
 - Design Documents, including all Drawings and Plans
 - Project Specifications
 - Addendums to Specifications and Standards
 - The following manual of construction design standards and specifications:
 - Town of Mead "Design Standards and Construction Specifications"
 - Colorado Department of Transportation "Standard Specifications for Road and Bridge Construction"

- Change Orders, Field Orders or other similar revisions properly authorized after the execution of this Agreement
- Others:

3.00 TIME AND COMMENCEMENT OF COMPLETION; RENEWAL OPTION: This Agreement shall commence as of the date the Agreement is fully executed by both parties and shall continue through December 31, 2024, or until the Scope of Work is completed. Consistent with the IFB and the terms of the 2023 Agreement, the Town reserves the right to enter into additional construction agreements for work to be performed in each of calendar year 2025, 2026 and 2027 (each, an "Extension Agreement"). Any Extension Agreement shall be subject to substantially the same terms and conditions contained herein and at the renewal prices indicated in Section 5.00(c) of this Agreement below. Exercise of any renewal option shall be at the Town's sole discretion and shall be conditioned, at a minimum, on the Contractor's satisfactory performance of the terms and conditions of this Agreement, the appropriation of funds by the Town for any Extension Agreement, and approval by the Town's Board of Trustees (if necessary). The Town, if it desires to exercise its renewal option for 2025, 2026 or 2027, will provide written notice to the Contractor no later than sixty (60) days prior to the date on which the Town desires to obtain final proposed pricing for the Extension Agreement.

4.00 LIQUIDATED DAMAGES: All time limits stated in this Agreement and the Contract Documents are of the essence of the Agreement. The Town and Contractor recognize the completion of the work as shown in the contractual time frame, or as extended, is important to the ongoing operations of

the Town and its citizens. They also recognize that delays include expenses to the Town for extended manpower commitments, outside consultant commitments, and potentially other legal fees to extend the project beyond the expected time period.

If this box is checked, in lieu of requiring any such proof and backup for such expenses, Contractor agrees that liquidated damages (not penalties) may be assessed by the Owner in the sum of **\$1,500.00 per day** for each day after the contract time frame expires.

If this box is checked, in addition to or in lieu of the daily damages (if checked above), Contractor agrees that lump sum liquidated damages (not penalties) may be assessed by the Town in a lump sum payment of \$_____.00 if the work is not completed by _____, 20__.

5.00 CONTRACT SUM AND PAYMENT: The Owner shall pay to the Contractor for performance of the Work encompassed by this Agreement, and the Contractor will accept as full compensation therefore the sum of **ONE HUNDRED SIXTY-ONE THOUSAND EIGHT HUNDRED FORTY-TWO AND 90/100 DOLLARS (\$161,842.90)** subject to adjustment as provided by the Contract Documents (“Contract Price”). The Town has appropriated sufficient funds for completion of this Work.

- a. Monthly, partial, progress payments shall be made by the Town to the Contractor for the percentage of the Work completed, subject to inspection by Town staff to verify percentage of completion. The Town alone shall determine when work has been completed and progress payments shall not constitute a waiver of the right of the Town to require the fulfillment of all terms of this Agreement and the delivery of all improvements embraced in this Agreement in a complete and satisfactory manner to the Town in all details. The Town, before making any payment, may require the Contractor to furnish releases or receipts from any or all persons performing work under this Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the Town’s interest. The Town, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.
- b. By the 30th day of each month, Contractor shall submit to the Town for review and approval, an application for payment fully completed and signed by Contractor covering the work completed through the last day of the prior month and accompanied by such supporting documentation as is required by these Contract Documents, including without limitation, time sheets, invoices, receipts, bills of lading, and all other documents the Town may require. Materials on hand but not complete in place may or may not be included for payment at the discretion of the Town. Each subsequent application for payment shall include an affidavit of Contractor providing that all previous progress payments received on account of the work have been applied to discharge in full all of Contractor's obligations reflected in prior applications for payment. Notwithstanding the progress payments, it is the intent and purpose of the Town to withhold at least five percent (5%) of payments to Contractor for any contract exceeding One Hundred Fifty Thousand Dollars (\$150,000.00) in accordance with Article 91, Title 24, C.R.S.
- c. Extension Agreement pricing: The Contractor may propose price increases to be applicable for any Extension Agreement term by written notice to the Town. Price increases are to be on a pass-through basis only and must not produce a higher profit margin for Contractor

than that established by this Agreement. Requests must include supporting documentation such as price increases at the manufacturer's level and/or other documentation of cost increases. Consideration of price increases will be at the sole discretion of the Town. If a price increase is approved in part or in full, the resulting new pricing will be implemented through approval of an Extension Agreement. The Town may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the Contractor's written justification in the amount not to exceed the increase in the Colorado Construction Cost (CCI) Index, Colorado area, published by the Colorado Department of Transportation during the proceeding one year term. Nothing in this Agreement shall obligate the Town to approve any Extension Agreement. Exercise of any renewal option shall be at the Town's sole discretion, consistent with Section 3.00 above.

6.00 ACCEPTANCE AND FINAL PAYMENT: Final payment may be requested by the Contractor upon completion and acceptance, by the Town, of all work as set forth in the Contract Documents. The total amount of final payment shall consist of the Contract Price, as adjusted in accordance with approved change orders, if applicable, less all previous payments to the Contractor. If the contract price exceeds one hundred fifty thousand dollars (\$150,000), the Town may make the final payment to the Contractor only after the Town has published notice of such final payment in accordance with C.R.S. § 24-91-103.

7.00 ADDITIONAL WORK: Should work beyond that described in the Contract Documents be required, it will be paid for as extra work at a cost to be agreed upon in separate written agreement by the Town and the Contractor prior to commencement of the additional work. Such additional agreements shall be executed and approved by all persons required by Town purchasing ordinances or policies. Unless specifically excluded, such written agreements shall be considered part of the Contract Documents.

8.00 CONTRACTOR'S REPRESENTATIONS: In order to induce the Town to enter into this Agreement, the Contractor makes the following representations:

- a. The Contractor has familiarized itself with the nature and the extent of the Contract Documents, Scope of Work, the locality, all physical characteristics of the area of the work within the Scope of Work, including without limitation, improvements, soil conditions, drainage, topography, and all other features of the terrain, and with the local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the work, or apply in any manner whatsoever to the work.
- b. Contractor has carefully considered all physical conditions at the site and existing facilities affecting cost, progress, or performance of the work.
- c. Contractor has given the Town written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and such documents are acceptable to the Contractor.
- d. Contractor shall not extend the credit or faith of the Owner to any other persons or organizations.

9.00 INSURANCE: Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all obligations assumed by the Contractor pursuant to this Agreement. Contractor shall not commence work under this Agreement until it has obtained all said insurance required by the Contract Documents and such insurance has been approved by the Town. The Contractor shall not allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Contractor must continuously maintain the insurance coverage required in this section, with the minimum insurance coverage listed below:

- a. Worker's Compensation in accordance with the Worker's Compensation Act of the State of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract.
- b. Comprehensive General liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) per each occurrence, AND TWO MILLION DOLLARS (\$2,000,000) aggregate, plus an additional amount sufficient to pay related attorneys' fees and defense costs. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.
- c. Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) per each occurrence, plus an additional amount sufficient to pay related attorneys' fees and defense costs, with respect to each of the Contractor's owned, hired or non owned vehicles assigned to or used in performance of this contract.
- d. Builder's Risk insurance with minimum limits of not less than the insurable value of the work to be performed under this contract at completion less the value of the materials and equipment insured under installation floater insurance. The policy shall be written in completed value form and shall protect the Contractor and the Town against risks of damage to buildings, structures, and materials and equipment not otherwise covered under Installation Floater insurance, from the perils of fire and lightning, the perils included in the standard coverage endorsement, and the perils of vandalism and malicious mischief. Equipment such as pumps, engine-generators, compressors, motors, switch-gear, transformers, panel-boards, control equipment, and other similar equipment shall be insured under Installation Floater insurance when the aggregate value of the equipment exceeds \$10,000. The policy shall provide for losses to be payable to the Contractor and the Town as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the Contractor or the Town.
- e. If this box is checked, Professional Liability/Errors and Omission in an amount not less than _____ MILLION DOLLARS (\$____,000,000).

Certificates of insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect, and shall be

subject to review and approval by the Town. The policies required above shall be endorsed to include the Town and the Town's officers and employees as additional insureds. Every policy required above shall be primary insurance and any insurance carried by the Town, its officers, or its employees, or carried by or provided through any self-insurance pool of the Town, shall be excess and not contributory insurance to that provided by the Contractor. Contractor shall be solely responsible for paying any and all deductibles.

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

10.00 BONDS: Contractor shall furnish a performance bond, payment bond, and warranty bond in an amount determined by the Town, but in any event at least equal to the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents, including but not limited to the guaranty period. These bonds shall remain in effect at least until one year after the date of final payment. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Colorado and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570, amended, by the Audit Staff, Bureau of Account, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in Colorado is terminated, or it ceases to meet the requirements of clauses (i) and (ii) of this section, Contractor shall, within five (5) days thereafter, substitute another bond and surety, both of which shall be acceptable to the Town.

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

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

13.00 TERMINATION FOR CONVENIENCE: This Agreement and the performance of the Scope of Work hereunder may be terminated at any time in whole, or from time to time in part, by the Town for its convenience. Any such termination shall be effected by delivery to the Contractor of a written notice ("**Notice of Termination**") specifying the extent to which performance of the Scope of Work is terminated

and the date upon which termination becomes effective. If the Agreement is terminated, the Contractor shall be paid on a pro-rated basis of work status satisfactorily completed, under the detailed Scope of Work. The portion of the Scope of Work satisfactorily completed but not yet accepted by the Town shall be determined by the Town.

14.00 EVENTS OF AND TERMINATION FOR DEFAULT:

- (1) The Town may serve written notice upon the Contractor of its intention to terminate this Agreement in the presence of one of the following events of default:
 - a. Contractor fails to initiate the Scope of Work at the agreed upon time;
 - b. The Contractor unnecessarily or unreasonably delays the performance of the Scope of Work;
 - c. The Contractor does not complete the Scope of Work within the time specified or within the time to which completion of the Scope of Work has been extended;
 - d. Contractor fails to make prompt payments for labor, materials or to subcontractors;
 - e. Contractor willfully violates this Agreement or disregards laws, ordinances or instructions of the Town;
 - f. Contractor abandons performance of the Scope of Work;
 - g. The Contractor assigns, transfers or sublets this Agreement or any part thereof without Town approval;
 - h. Contractor becomes insolvent or adjudged bankrupt; or
 - i. Contractor refuses to remove materials or perform any work within the Scope of Work that has been rejected as defective or unsuitable.

- (2) Such written notice shall contain the reasons for the intention to terminate this Agreement and provide a five (5) business day period during which the Contractor may cure the event of default. A failure to timely cure the event of default shall authorize the Town to immediately terminate this Agreement and take whatever steps it deems necessary to complete the Scope of Work, if so desired by the Town in its sole discretion. The costs and charges incurred by the Town, together with the costs of completion of the Scope of Work shall be deducted from any monies owed to Contractor. If the expense incurred by the Town is greater than the sums payable under this Agreement, the Contractor shall pay the Town, within sixty (60) days of demand therefor the amount of such excess cost suffered by the Town.

15.00 LIABILITY FOR EMPLOYMENT-RELATED RIGHTS AND COMPENSATION:

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

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

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

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

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

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

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

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

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

The Town: Town of Mead
Attn: Town Manager
441 Third Street,
Mead, CO 80542
Email: hmigchelbrink@townofmead.org

With a copy to: Michow Cox & McAskin, LLP
Attn: Mead Town Attorney
5299 DTC Blvd, Suite 300
Greenwood Village, CO 80111
Email: marcus@mcm-legal.com

Contractor: Burnt Mountain Services LLC.
2517 1st Avenue
Greeley, CO 80631

With a copy to: Burnt Mountain Services LLC.
PO BOX 55
Lucerne, CO 80646
Email: hansen@bm.services
lucero@bm.services

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

22.00 ATTORNEY'S FEES: If the Contractor breaches this Agreement, then it shall pay the Town's reasonable costs and attorney's fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.

23.00 INTEGRATION AND AMENDMENT: This Agreement constitutes the entire agreement between the parties, superseding all prior oral or written communications. This Agreement may only be modified or amended upon written agreement signed by the parties.

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

25.00 BINDING EFFECT: The parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this section shall not authorize assignment.

26.00 NO THIRD-PARTY BENEFICIARIES: Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or subcontractor of Contractor. Absolutely no third-party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

27.00 CONFLICT BETWEEN DOCUMENTS: In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit. In the event of a conflict between any of the Contract Documents, the following order of precedence shall apply: (1) change orders, (2) this Agreement, as may be amended, (3) special provisions, (4) general conditions, (5) design standards and specifications, including any addenda, (6) design documents, and (7) any other Contract Documents, with the more specific or stricter provision controlling.

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

29.00 PROTECTION OF PERSONAL IDENTIFYING INFORMATION: In the event the Work includes or requires the Town to disclose to Contractor any personal identifying information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, et seq., relating to third-party service providers.

30.00 AUTHORITY: The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the Town of Mead and the Contractor and bind their respective entities.

31.00 COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the Parties have caused this Construction Agreement – 2024 Extension Agreement to be executed on the dates written below.

OWNER:

TOWN OF MEAD, a Colorado municipal corporation

ATTEST:

By: _____
Mary Strutt, Town Clerk, MMC

By: _____
Colleen G. Whitlow, Mayor

Date: _____, 2024

[Contractor signature page follows].

[Contractor signature page to Construction Agreement – 2024 Extension Agreement].

CONTRACTOR:

BURNT MOUNTAIN SERVICES LLC., a
Colorado limited liability company

By: _____

Name: _____

Title: _____

STATE OF COLORADO

COUNTY OF _____

The foregoing Construction Agreement – 2024 Extension Agreement was acknowledged before me this ____ day of _____, 2024, by _____ as _____ of BURNT MOUNTAIN SERVICES LLC., a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____.

Notary Public

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

[SEAL]

EXHIBIT A
CONTRACTOR'S FORM OF BID

[Attached – 13 pages; including Contractor updated/revised Unit Pricing]



Agenda Item Summary

MEETING DATE: April 8, 2024

SUBJECT: **Resolution No. 34-R-2024** – A Resolution of the Town of Mead, Colorado, Approving Change Order 2 to the Agreement for Professional Services by and Between the Town of Mead and Essenza Architecture, LLC Concerning the Architectural and Engineering Design of the Town of Mead Community Center

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

SUMMARY

Essenza Architecture, LLC (“Contractor”) is under contract to provide architectural and engineering design services (“Services”) for the Town of Mead Community Center (Bean Plant) project. Specifically, the Town and Contractor are parties to that certain Agreement for Professional Services dated October 10, 2022 (“Agreement”), which establishes a Not-to-Exceed Amount (“NTE Amount”) of \$342,436.00.

The Town and Contractor previously approved Change Order 1, which increased the NTE Amount to \$409,856.00. The Contractor now requests that the Town approve Change Order 2 which approves additional scope for items not included in the Agreement for an additional cost of \$54,335.00.

This Change Order 2 is for additional scope including:

- Engineering and surveying assistance for railroad property purchase and coordination with the replat and legal exhibits;
- Provide south property easements new documentation including civil, arch, and land meeting review and drafting revisions;
- Addition of Scope to move Pre-Engineered Metal Building Coordination Scope from deferred design during construction to scope during design;
- Additional owner/consultant’s meetings due to additional scope;
- Audio/Visual (AV) Design moved from Contractor’s scope to Design Engineer’s scope; and
- Added 10% Professional Services markups on consultant fees.

(together, the “Additional Services”). Resolution No. 34-R-2024 approves Change Order 2 to the Agreement, which adds the Additional Services to the Agreement and increases the NTE Amount referenced in the Agreement to \$464,191.00 (increase of \$54,335.00). The Resolution also authorizes the Town Manager to execute Change Order 2 on behalf of the Town when in final form.

FINANCIAL CONSIDERATIONS

This request for approval of a change order is for an amount not to exceed \$54,335.00. The approved budget identified \$485,000.00 for design for this project through the Municipal Facilities Fund for Capital Outlay (09-51-5500) and \$1,250,000.00 from the Transportation Impact Fund (14-40-5566).

Original Contract Amount \$342,436.00

Change Order 1 \$ 67,420.00

Change Order 2 \$ 54,335.00

Revised Contract Amount \$464,191.00

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the April 8, 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 34-R-2024, A Resolution of the Town of Mead, Colorado, Approving Change Order 2 to the Agreement for Professional Services by and Between the Town of Mead and Essenza Architecture, LLC Concerning the Architectural and Engineering Design of the Town of Mead Community Center.”

ATTACHMENTS

Resolution No. 34-R-2024
Change Order 2

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 34-R-2024**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING CHANGE
ORDER 2 TO THE AGREEMENT FOR PROFESSIONAL SERVICES BY AND
BETWEEN THE TOWN OF MEAD AND ESSENZA ARCHITECTURE, LLC
CONCERNING THE ARCHITECTURAL AND ENGINEERING DESIGN OF THE
TOWN OF MEAD COMMUNITY CENTER**

WHEREAS, the Town of Mead (“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 dated October 10, 2022 (“Agreement”) between Essenza Architecture, LLC (“Contractor”) and the Town for architectural and engineering design services related to the Town of Mead Community Center (Bean Plant) Project (“Project”); and

WHEREAS, the Agreement establishes a Not-to-Exceed Amount of three hundred forty-two thousand four hundred thirty-six dollars (\$342,436.00) for compensation to be paid to Contractor for the Scope of Services provided under the Agreement; and

WHEREAS, the Town and Contractor previously entered into the Change Order 1 for additional services, which increased the Not-to-Exceed Amount referenced in the Agreement to four hundred nine thousand eight hundred fifty-six dollars (\$409,856.00); and

WHEREAS, the Town has requested that Contractor provide additional services related to the Project that were not included in the original Agreement’s Scope of Services (“Additional Services”); and

WHEREAS, the cost of the Additional Services will total fifty-four thousand three hundred thirty-five dollars (\$54,335.00); and

WHEREAS, in accordance with the terms of the Agreement, Change Order 2, attached hereto as **Exhibit 1** (“Change Order 2”), has been prepared for the Additional Services which increases the Not-to-Exceed Amount referenced in the Agreement to four hundred sixty-four thousand one hundred ninety-one dollars (\$464,191.00); and

WHEREAS, the Board of Trustees desires to approve Change Order 2 and further desires to delegate authority to the Town Manager to execute Change Order 2 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 are incorporated herein by reference as findings and determinations of the Board of Trustees.

Section 2. The Board of Trustees hereby: (a) approves Change Order 2 in substantially the same form as attached to this Resolution; (b) authorizes the Town Attorney in cooperation with the Town Manager and Town Engineer to make any non-material changes as may be necessary to Change Order 2 that do not increase the Town’s obligations; and (c) authorizes the Town Manager to execute Change Order

2 on behalf of the Town when in final form.

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 8TH DAY OF APRIL, 2024.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

EXHIBIT 1
CHANGE ORDER 2

[See Attached]

Change Order



PROJECT NAME: Community Center Project Architectural/Engineering Design Services
PROJECT NUMBER: 2206
CHANGE ORDER #: 2
CONTRACTOR: Essenza Architecture, LLC
 685 S. Arthur Ave., Unit 12B
 Louisville, CO 80027
 (303) 952-5080
CONTRACT DATE: October 10, 2022

REASON FOR AND DESCRIPTION OF CHANGE

Essenza Architecture, LLC requests additional scope for items not included in original contract. For additional detailed information, please see attached *Additional Services Proposal (ASP)*

Item #1	Addition of scope to provide Engineering and Survey assistance for railroad property purchase and coordination with the Replat and legal exhibits.	\$16,940.00
Item #2	Addition of scope to provide south property easements new documentation. This includes civil, arch, and land meeting reviews and drafting revisions.	\$765.00
Item #3	Addition of Scope to move Pre-Engineered Metal Building Coordination Scope from deferred design during construction to scope during design.	\$3,880.00
Item #4	Additional owner/consultant's meetings due to addition of scope.	\$17,720.00
Item #5	New scope. Added AV scope to the project	\$11,550.00
Item #6	Added 10% Professional Services markups on consultant fees	\$3,480.00
TOTAL		\$54,335.00

CHANGES TO CONTRACT

Change In Contract Price:			
	Total Contract	Change Amount	% of Original Contract
<i>Original Contract</i>	\$342,436.00		
<i>Change Order #1</i>	\$67,420.00		19.6%
<i>Change Order #2</i>	\$54,335.00		15.9%
ADJUSTED CONTRACT COST	\$464,191.00		135.5%

Change In Contract Times:		
	Contract Times (days or date)	Change Amount (days or date)
<i>Original Contract</i>	(Substantial Completion) (Ready for Final Payment)	
<i>Change Order #1</i>		(Substantial Completion) (Ready for Final Payment)
REVISED CONTRACT TIMES	(Substantial Completion) (Ready for Final Payment)	

ACCEPTANCE

ACCEPTED BY: DocuSigned by:
Christa Plaza
1B99B51C40A34A2... DATE: 3/27/2024
Contractor's Representative

REVIEWED BY: DocuSigned by:
[Signature]
1BA7FC32B27B4D5... DATE: 3/27/2024
Construction Manager

APPROVED BY: DocuSigned by:
Erika Rasmussen
33B020E1E5C04EF... DATE: 3/28/2024
Town Representative

APPROVED BY: _____ DATE: _____
Town Manager

APPROVED BY: _____ DATE: _____
Other

Additional Services Proposal (ASP) Please return to Essenza Architecture

Project #: 2206
Project: Mead Community Center
 Town of Mead
 401 3rd St.
 Mead, CO 80542

ASP-#: ASP 2
ASP Date: January 30, 2024

To: Erika Rasmussen

In reference to the original agreement between the Owner and Architect dated: **October 10, 2022**

Owner: Town of Mead
 441 3rd St.
 Mead, CO 80542

Architect: Essenza Architecture
 685 S. Arthur Ave., Unit 12B
 Louisville, CO 80027
 (303) 952-5080, Tel
 christa@essenza-arch.com

DESCRIPTION:

This additional service proposal is for: Additional Scope for replat work on railroad property and extended project management services for time on railroad and heath steel delays.

Railroad lease and purchase scope:

1. Flatirons Surveying - Replat fees for railroad property title and legal description for Railroad lease.
2. Flatirons Surveying – Title and legal description leased RR property purchase Planning and permit documents.
3. Flatirons surveying – Additional staking on west side of alley.
4. Architecture time for railroad property acquisition
5. South property added easement linework and coordination with civil and survey teams.
6. Civil Engineering updates - Engineering
7. Civil Engineering updates - Drafting
8. Professional Service Coordination/Team management/Admin

Subtotal Railroad property lease and acquisition:

Lump Sum = \$750

 Lump Sum = \$750
 Lump Sum = \$1,800
 14 hrs @ \$160 = \$2,240

 58 hrs @ 120 = \$6,960
 24 hrs @ 75 = \$1,800
 12 hrs @ 220 = \$2,640
= \$16,940

South property easements new documentation:

- A. Civil meeting review and drafting revisions
- B. Arch meeting review and drafting revisions
- C. Landscape meeting review and drafting revisions

Subtotal South property Easement:

3 hrs @ \$75 = \$225
 2 hrs @ \$135 = \$270
 2 hrs @ \$135 = \$270
= \$765

Delays due to Heath Steel:

- a. Originally scheduled to have documents to us by 8/1
- b. Drawings scheduled for delivery in August. Changed from our original completion date of August 2023 to Jan 2024.
- c. Continued time for late comments and updates to drawings with Heath Steel comments and plans after we have issued our sets with all consultants.
- d. Updates to drawing and reissuing all subconsultants sheets. Arch – Principal and Project Designer
- e. Structural updates due to Health Steel new drawings after document phase was complete.
2. Additional owner/consultants meetings due to the extension.
 - a. Approximately 20 design meetings included in our fee.
 - b. Currently at approx. 32-34 meetings.
 - c. Arch time - Principal

6 hrs @ \$220 = \$1,320
 8 hrs @ 160 = \$1,280
 8 hrs. @ \$160 = \$1,280
= \$3,880

 24 hrs @ \$220 = \$5,280

d. Arch time – Junior Project Designer	24 hrs @ \$125 = \$3,000
e. Landscape Architect	16 hrs @ \$120 = \$1,920
f. Structural	16 hrs @ \$155 = \$2,480
g. Mech/Plumbing Engineers	16 hrs @ \$140 = \$2,240
h. Electrical Engineers – Project Engineer	16 hrs @ \$175 = \$2,800
	= \$17,720

3. Budget increase from original budget goal of \$4.3m to \$6.9m based on town goals. (roadwork included in ASP 1)
4. New Scope - Added AV scope to the project. (Approved)
5. 10% Professional services markups on consultant fees.

Lump sum = **\$11,550**
= \$3,480

Total ASP 2:

\$54,335

Support Documents: (List documents that support description)

1. Hourly rates in Essenza Arch contract.
2. AEDG - AV agreement letter.

CONSULTANTS REQUIRED: *

Civil Land. Struct. Mech./Plumb Elec. Aquatics Food Svc. Acoustic Other (Low Voltage)

***Fee above includes checked consultant fees**

Fee And Time Summary:

All A/E services required to complete this **ASP** shall be Additional Services in accordance Section XI – Miscellaneous, Section F. Modifications (pg. 11 of 32) of the Owner/Architect Agreement, and are summarized as follows:

Additional Services Fee:	\$	<u>54,335</u>	<input checked="" type="checkbox"/> Fixed	<input type="checkbox"/> Maximum	<input type="checkbox"/> Hourly Estimated
Additional Services Time:		<u>Project Duration</u>	<input type="checkbox"/> Fixed	<input checked="" type="checkbox"/> Estimated	
Start Date:		<u>8/1/23</u>	<input type="checkbox"/> Fixed	<input checked="" type="checkbox"/> Estimated	
Completion Date:		<u>2/20/24</u>	<input type="checkbox"/> Fixed	<input checked="" type="checkbox"/> Estimated	



ARCHITECT

1/30 24
 Date: _____

Print Name: Christa Plaza

Authorized By:

By signing below, I authorize the Additional Services as described herein and affirm that I am authorized to enter into this agreement.

OWNER

Date: _____

Print Name: _____



December 20, 2023

Christa Plaza
Essenza Architecture
685 S. Arthur Ave., Unit 12B
Louisville, CO 80027
303.952.5080
christa@essenza-arch.com

RE: Mead Community Center, ASP-02: AV Design Services
401 3rd St.
Mead, CO

Dear Christa:

In response to the Owner’s request, we submit this Add-Service Proposal Agreement for your review. Our services included in this Agreement are defined as indicated below.

DESCRIPTION OF WORK

Additional Services Proposal:

1. AV Design Services for the Mead Community Center. Such AV systems are anticipated to include the following:
 - a. Background music and public address system serving multiple zones, including the gym, flex room, public circulation, and the outdoor splash pad.
 - b. A low voltage control system.
 - c. Sound reinforcement system with Bluetooth connectivity, assisted listening system, and a microphone system in the gymnasium.
 - d. Video display systems, videoconferencing system, and assisted listening system in the Flex Room.

This design scope & fee are in addition to, and do not nullify, any previously negotiated fee agreements.

SCHEDULE

The added work will be anticipated to complete permit/construction drawings by January 12th, 2024. Construction administration work shall follow the regular project schedule.

FEES

Fixed fee for AV Construction Drawings:	\$11,550.00
Fixed fee for AV Construction Administration:	\$ 2,600.00
Total fee for additional services:	\$14,150.00

CA fee - move to ASP 3 with CA fee



Thank you for the opportunity to provide you with this agreement for the project and we look forward to working with you and your firm.

Sincerely,

AE Design

Mio Stanley
Project Manager

Jeff Mullikin, P.E.
Principal

By signing below, Essenza Architecture agrees to the scope of work and fee as noted above.

Signature

1/3/23

Date