



## BOARD OF TRUSTEES

441 3rd Street, Mead  
Monday, February 12, 2024

### AGENDA

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

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

[https://us02web.zoom.us/webinar/register/WN\\_irDH4x\\_ER1yZSo6clo\\_2Zg](https://us02web.zoom.us/webinar/register/WN_irDH4x_ER1yZSo6clo_2Zg)

**1. Call to Order – Roll Call**

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

**2. Moment of Silence**

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

**4. Review and Approve Agenda**

**5. Staff Report: Town Manager Report**

[a.](#) Manager Report

**6. Informational Items**

- a. Police Update
- b. Community Center Update

**7. Proclamations**

- [a.](#) National School Resource Officer Appreciation Day February 15, 2024
- [b.](#) Colorado Engineers Week February 18-24, 2024

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

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

- [a.](#) Approval of Minutes - Regular Meeting January 29, 2024
- [b.](#) 4<sup>th</sup> Quarter 2023 Investment Activity Report
- [c.](#) January 2024 Aging Report
- [d.](#) Check Register February 12, 2024
- [e.](#) **Resolution No. 13-R-2024** – A Resolution of the Town of Mead, Colorado, Authorizing the Mayor to Sign the Annual Highway User Tax Fund Mileage Certification Report

- f. **Resolution No. 14-R-2024** – A Resolution of the Town of Mead, Colorado, Approving Acquisition (Lease) of Two (2) Fleet Vehicles for 2024, Utilizing the Master Equity Lease Agreement with Enterprise Fleet Management (EFM) Dated January 14, 2021
- g. **Resolution No. 15-R-2024** – A Resolution of the Town of Mead, Colorado, Approving an Amended and Restated Agreement for Legal Services with the Law Firm of Michow Guckenberger McAskin LLP to Provide Legal Services to the Town of Mead
- h. **Resolution No. 16-R-2024** – A Resolution of the Town of Mead, Colorado, Approving the Fifth Amendment to the Agreement for Professional Services By and Between the Town of Mead and Professional Management Systems, S Corp, a Colorado Corporation (dba Professional Management Solutions), for Financial Services
- i. **Resolution No. 17-R-2024** – A Resolution of the Town of Mead, Colorado, Approving an Agreement for Professional Services Between the Town and Ramey Environmental Compliance, Inc. for Wastewater Treatment Facilities Services (Contract Wastewater Operations Services)
- j. **Resolution No. 18-R-2024** – A Resolution of the Town of Mead, Colorado, Approving an Agreement for Professional Services with Dewberry Engineers Inc. for Project and Construction Management Services for State or Federally Funded Projects – 3rd Street and Welker Avenue Intersection Project and Additional Services (TBD)

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

**11. Legislative Update**

**12. Elected Official Reports**

- a. Town Trustees
- b. Mayor Whitlow

**13. Adjournment**

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

TO: Honorable Mayor and Trustees

FROM: Helen Migchelbrink, Town Manager

DATE: February 12, 2024

SUBJECT: Town Manager Report

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- The Town is excited to announce that the nationally renowned greeting card publisher, Leanin' Tree, will move its headquarters from Gunbarrel to Mead. The employee-owned company, founded in Boulder in 1949 by Ed Trumble and Bob Lorenz, will relocate from 6055 Longbow Drive in Gunbarrel to a 109,676-square-foot leased building in the Elevation25 Business Park, a new industrial development on the southeast corner of Interstate 25 and Colorado Highway 66 in Mead, and plans to be operational there by the fourth quarter of this year.
- The Mead Police Department is dedicated to expanding its community policing efforts to meet the growing needs of the Town. To ensure the department is adequately resourced for future operations, Town residents are being asked to complete a short survey. The survey asks about the willingness to support additional police resources in the community. The link to the survey can be found here: <https://bit.ly/MeadPD-Survey> The Town is mailing a postcard to remind residents about the Police Resources and Support Survey. The survey reminder will reach residents a week before the survey deadline on February 19<sup>th</sup>.
- Manny Windhorst, Pavement Management Program Manager, attended Weld County Friendly Fork as a guest speaker on February 8<sup>th</sup>. Manny spoke to the attendees about Mead's Pavement Management Program, the Street Improvement Fund, and road improvement plans. Manny is one of several guest speakers scheduled for Weld County Friendly Fork lunches this year.
- The Colorado State Legislature is now in session and will consider bills that affect citizens and municipalities. Colorado Municipal League follows the legislative process and advocates for its members on several bills. The CML Statehouse Report is issued weekly on the CML website. Link: <https://www.cml.org/home/advocacy-legal/statehouse-report>.
- Municipal Court has 48 cases scheduled on the docket for February 15<sup>th</sup>. There are trials scheduled for February 12 and March 11, 2024.
- Two additional cameras have been ordered for the boardroom/courtroom AV system to provide better coverage of speakers in the room. This expenditure was anticipated as part of the Comcast Access Programming Grant received in 2023.
- The 2023 Financial Audit is tentatively scheduled for onsite work to be completed the week of April 22, 2024.
- Renewals have been processed for 262 Business Licenses for calendar year 2024. Total Business Licenses issued in 2023 was 508, up from 404 in 2022. Business Licenses are issued to businesses physically located in the Town or doing business in the Town (remote sellers are not required to obtain a business license).
- RFPs were released for Municipal Financial Services and Human Resource Services. Two responses were received for Financial Services. After review and consideration, Lorraine Trotter with Professional Management Solutions was selected to continue to provide services to the Town of Mead. The financial services agreement is on the Consent Agenda for February 12<sup>th</sup>. Thirteen responses were received for the Human Resource Services RFP, these are currently under review.
- The annual worker's compensation audit was held with Pinnacol on February 6, 2024. This audit compares 2023 estimated to actual payroll and reviews claim frequency and severity.
- CIRSA is scheduled to be onsite for an audit of 2023 claims and safety procedures on February 22, 2024.

- 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:
  - 3<sup>rd</sup> and Welker Intersection – Real estate acquisition continues. Staff is coordinating utility relocations and has finalized the contract with Dewberry for Construction Management services.
  - Community Center – The building permit plans have been submitted to SafeBuilt, and the team is preparing responses to comments from Planning and other referral agencies. Staff continues to work through the details of the purchase of the railroad property and intends to release the construction project for bid in February.
  - SH66 Pedestrian Crossing – Staff continues to coordinate with the various utility and ditch companies. A FOR (Field Office Review) meeting was held with CDOT on February 9<sup>th</sup>.
- YTD totals for new single family home permits:
  - 2024 YTD: 7 SF Permits, 2 Certificates of Occupancy
- Boards and Commissions
  - There have been several applications for the vacant Alternate Planning Commissioner seat on the Planning Commission. Applicants have been invited to meet with staff and will be introduced to the Commission. All applicants will be informed of Planning Commission meetings as the Municipal Code requires their attendance at two meetings prior to being considered.
  - The February Planning Commission meeting is canceled.
- Human Resources
  - The Town is advertising open positions using NeoGov recruiting platform: <https://www.governmentjobs.com/careers/townofmead>
  - Open full-time positions include Economic Development Director and Police Officer.

### **Community Development**

- Club Car Wash, located next to QuikTrip, is under construction and will open this year.
- The Waterfront development is under contract with a large, national homebuilder. Infrastructure and public improvement work for the first phase could start early in 2024.
- Broe Real Estate Group submitted a preliminary plat for the approximately 160-acres of land located east of the High Plains Blvd. alignment (CR 9.5), south of the RR tracks, and north of Welker (CR 34). The plat is under review by the Development Review Committee (DRC).
- The Mead Towne Center building permit was issued and work has begun on the building.
- High Plains Library District and Mountain View Fire Rescue District have submitted a PAC (Pre-Application Consultation) meeting application. The DRC members will review the preliminary documents, meet with the applicant team, and provide written comments.

### **Public Works and Engineering**

- Safe Routes to School – The design team continued conversations with affected property owners along WCR 7 regarding the proposed trail alignment as the design continues to evolve.
- Staff participated in the review and selection of the design-build team for the County’s High Plain Boulevard (WCR 9.5) project. A draft IGA is under review to outline the County and Town roles, as roughly half of the project is within Mead.
- Public Works crews are cutting native grasses and clearing tumbleweeds from parks due to recent high winds.
- Staff is preparing the annual sewer rate and plant investment fee increases for Board adoption on February 26<sup>th</sup>.

## **Community Engagement**

- Spring Break Soccer Camp, Youth Soccer leagues, Skyhawk Camps, and Girls on the Run are all open for registration. Fees and program details can be seen at <https://secure.rec1.com/CO/mead-co/catalog>.
- Youth Volleyball has 92 participants registered for spring league play. Teams will play at both Carbon Valley and Mead from March through May.
- Town of Mead Facebook added 456 additional followers and 113 additional followers on Instagram in 2023. Facebook reach was up 171%, and 69% on Instagram in 2023 compared to 2022.
- The full Built for Mead video playlist is available on the Town's YouTube channel. The playlist has a total of 19 video, and recently added Pt.1 & 2 explaining Mead's URA: <https://bit.ly/3Sxf2xC>

## **Police Department**

- New officer Daniel Aguirre is finishing up field training this month.
- A Police Officer candidate is currently in backgrounds.
- The police department is completing victims' rights, death notification, fraud investigation, dementia awareness, and search & seizure training this month.
- The January Monthly Report is attached.

# WHAT DOES **PUBLIC SAFETY** MEAN IN MEAD?



*WE WANT TO HEAR FROM YOU!*



Section 5, Item a.



# POLICE RESOURCES & SUPPORT SURVEY

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

## WHAT DOES PUBLIC SAFETY MEAN IN MEAD?

With an emphasis on community policing, beyond just reacting to emergency calls, responding and investigating crimes, and enforcing traffic regulations, the department allocates time to crime prevention efforts and education. This includes staffing School Resource Officers in Mead schools, providing support services for victims, actively participating in community events, and handling responses to mental health crises.

## RESPONDING TO COMMUNITY NEEDS

The Mead Police Department is dedicated to expanding its community policing efforts to meet the growing needs of the Town. To ensure the department is adequately resourced for future operations, residents are invited to take our short survey that asks about your willingness to support additional police resources in the community.



**SCAN ME!**

Learn more and take the survey at [shorturl.at/rBQ25](https://shorturl.at/rBQ25)

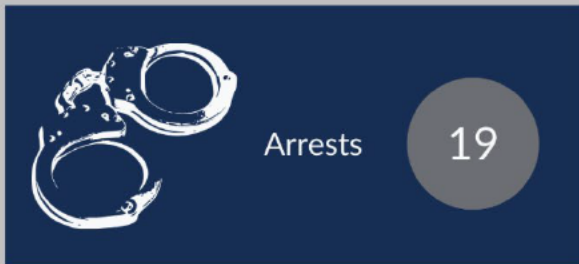
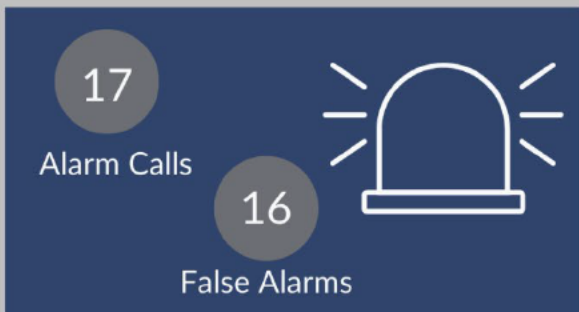
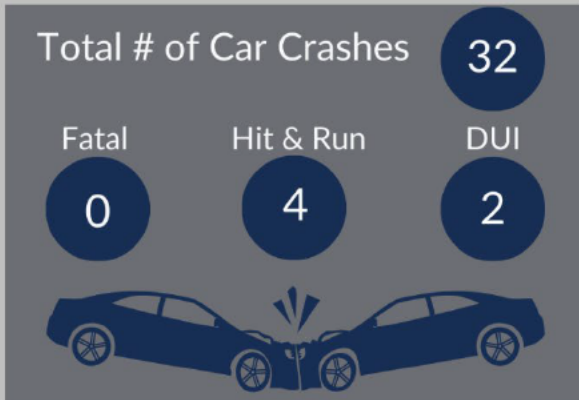
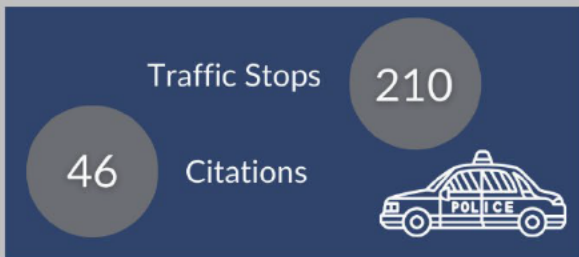
Section 5, Item a.



# Mead Police Department

## Monthly Activity Report

January 2024

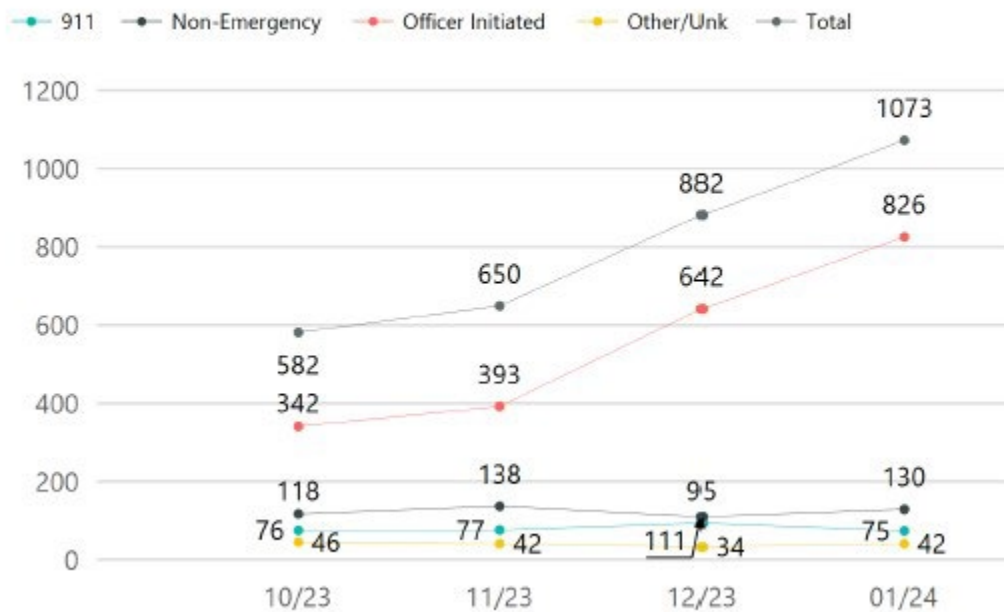




**ARRESTS: 19 (3 not shown)**

Case Number	Arrest Date/Time	Location	City	Charge
24ML00064	01/29/2024 09:41:00 PM	MM 247 I 25 NB	Mead	42-3-114 LICENSE PLATES-EXPIRED (60 DAYS AND OVER)
24ML00057	01/25/2024 04:26:00 AM	█ HIGHWAY 66	Mead	16-19-103 FOJ WANTED BY OTHER AGENCY MISDEMEANOR
24ML00040	01/17/2024 11:55:00 PM	█ PACIFIC CIR	Mead	16-19-103 FOJ WANTED BY OTHER AGENCY MISDEMEANOR
24ML00039	01/17/2024 11:55:00 PM	█ PACIFIC CIR	Mead	18-18-403.5 UNLAWFUL POSSESSION OF A CONTROLLED SUBSTANCE
24ML00034	01/16/2024 01:28:00 AM	HIGHWAY 66 / WCR 3	Mead	18-6-803.5(1)(A) VIOLATION OF PROTECTION ORDER-CRIMINAL
24ML00034	01/16/2024 01:23:00 AM	HIGHWAY 66 / WCR 3	Mead	18-6-803.5(1)(A) VIOLATION OF PROTECTION ORDER-CRIMINAL
24ML00029	01/13/2024 06:29:00 PM	MM 248 I 25 SB	Mead	42-4-1301(1)(A) DRIVING UNDER THE INFLUENCE OF ALCOHOL
24ML00022	01/10/2024 05:00:00 PM	FOSTER RIDGE DR / HIGHWAY 66	Mead	16-19-103 FOJ WANTED BY OTHER AGENCY MISDEMEANOR
24ML00009	01/04/2024 02:42:00 PM	INTERSTATE 25 SB MM 244	Mead	16-19-103 FOJ WANTED BY OTHER AGENCY MISDEMEANOR
24ML00006	01/03/2024 08:28:00 PM	█ HIGHLAND DR	Mead	16-19-103 FOJ WANTED BY OTHER AGENCY MISDEMEANOR
24ML00006	01/03/2024 08:16:00 PM	█ HIGHLAND DR	Mead	16-19-103 FOJ WANTED BY OTHER AGENCY MISDEMEANOR
24ML00002	01/01/2024 03:51:00 AM	█ Main Street	Mead	16-19-103 FOJ WANTED BY OTHER AGENCY MISDEMEANOR
24ML00001	01/01/2024 02:00:00 AM	Hughes Drive and Howlett Place	Mead	10-15-60(a) TOBACCO USE BY MINORS
24ML00001	01/01/2024 02:00:00 AM	Hughes Drive and Howlett Place	Mead	10-15-40(b) UNDERAGE POSSESSION-CONSUMPTION ALCOHOL
24ML00001	01/01/2024 12:30:00 AM	█ Hughes Dr	Mead	18-13-122 ILLEGAL POSSESSION OR CONSUMPTION OF ALCOHOL BY MINOR
24ML00001	01/01/2024 12:30:00 AM	█ Hughes Dr	Mead	18-13-122 ILLEGAL POSSESSION OR CONSUMPTION OF ALCOHOL BY MINOR

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



**STAFFING:**

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

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

New Officer Aguirre is in field training.

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

**TRAINING:**

All Officers attended the following training in January.

- CPR certification training
- Drug overdose response and reporting
- Behavioral threat analysis
- Warrant arrest process
- Building searches

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**NOTABLE CALLS FOR SERVICE:**

Disturbance – [REDACTED] Howlett Place – 24ML00001 / 24ML00002 – 01/01/2024  
Theft – [REDACTED] Hilltop Road – 24ML00003 – 01/02/2024  
Medical Assist – [REDACTED] 7<sup>th</sup> Street – 24ML00004 – 01/02/2024  
Sex Offense – [REDACTED] Main Street – 24ML00005 – 01/03/2024  
Subject with a Warrant – 24ML00006 – 01/03/2024  
Theft – [REDACTED] Guernsey Drive – 24ML00007 – 01/04/2024  
Meet – [REDACTED] Deere Court – 24ML00008 – 01/04/2024  
Assist Other Agency – [REDACTED] Weitzel Street – 24ML00010 – 01/04/2024  
Theft – [REDACTED] E I25 Frontage Road – 24ML00011 – 01/07/2024  
Hit and Run – Highway 66 / I25 Ramp S – 24ML00012 – 01/07/2024  
Assault - [REDACTED] Welker Avenue – 24ML00013 – 01/08/2024  
Code Violation – [REDACTED] WCR 7 – 24ML00014 – 01/08/2024  
Assist Other Agency – [REDACTED] Main Street – 24ML00015 – 01/08/2024  
Meet – [REDACTED] Third Street – 24ML00016 – 01/08/2024  
Trespass – [REDACTED] Longhorn Drive – 24ML00017 – 01/08/2024  
Follow Up – [REDACTED] Main Street – 24ML00019 – 01/10/2024  
Large Vegetation Fire – WCR 28 / I25 NB – 24ML00020 – 01/10/2024  
Hit and Run – [REDACTED] Highway 66 – 24ML00021 – 01/10/2024  
Crash – Foster Ridge Drive / Highway 66 – 24ML00022 – 01/10/2024  
Code Violation – [REDACTED] WCR 7 – 24ML00023 – 01/11/2024  
Crash – Highway 66 / Foster Ridge Drive – 24ML00024 – 01/11/2024  
Suspicious – [REDACTED] Welker Ave – 2334 Galloway Street – 24ML00025 – 01/11/2024  
Stolen Vehicle – [REDACTED] Settler Ridge Drive – 24ML00026 – 01/12/2024  
Theft – [REDACTED] Vale View Lane – 24ML00027 – 01/12/2024  
Assist Other Agency – [REDACTED] Main Street – 24ML00028 – 01/12/2024  
Traffic Complaint – MM 248 I25 SB – 24ML00029 – 1/13/2024  
Traffic Hazard – WCR 5 / Charbray Street – 24ML00030 – 01/14/2024

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Missing Child – [REDACTED] Grand View Circle – 24ML00031 – 01/14/2024  
Assist Other Agency – [REDACTED] Main Street – 23ML00032 – 01/14/2024  
Assault – [REDACTED] Piedmontese Drive – 24ML00033 – 01/15/2024  
Theft – [REDACTED] Pacific Cir – 24ML00038 – 01/16/2024  
Suspicious – [REDACTED] Main Street – 24ML00039 / 24ML00040 – 01/17/2024  
Code Violation – [REDACTED] WCR 7 – 24ML00041 – 01/18/2024  
Runaway Juvenile – [REDACTED] WCR 7 – 24ML00042 – 01/18/2024  
Code Violation – [REDACTED] WCR 7 – 24ML00043 – 01/19/2024  
Harass – [REDACTED] Welker Ave – 24ML00044 – 01/19/2024  
Trespass – [REDACTED] WCR 7 – 24ML00045 – 01/19/2024  
Meet – [REDACTED] Pacific Circle – 24ML00046 – 01/19/2024  
Crash – [REDACTED] WCR 7 – 24ML00047 – 01/20/2024  
Suspicious – Stagecoach Drive / Bridle Drive – 24ML00048 – 01/21/2024  
Follow Up – [REDACTED] Main Street – 24ML00049 – 01/22/2024  
Theft – [REDACTED] Galloway Street – 24ML00050 – 01/22/2024  
Crash – Mulligan Drive / Hilltop Road – 24ML00052 – 01/23/2024  
Code Violation – [REDACTED] WCR 7 – 24ML00054 – 01/24/2024  
Suspicious – [REDACTED] Welker Avenue – 24ML00055 – 01/24/2024  
Subject with a Warrant – [REDACTED] Highway 66 – 24ML00057 – 01/25/2024  
Crash – Welker Ave / I25 Exit Ramp S – 24ML00058 – 01/25/2024  
Crash – Highway 66 / Interstate 25 Ramp S – 24ML00059 – 1/25/2024  
Crash – MM 45 Hwy 66 – 24ML00060 – 01/26/2024  
Crash – [REDACTED] Hughes Drive – 24ML00061 – 1/28/2024  
Crash – 24ML00062 – Welker Ave / I25 SB – 24ML00062 – 01/29/2024  
Stolen Vehicle – [REDACTED] Highland Avenue – 24ML00063 – 01/29/2024  
Traffic Stop – MM 247 I25 NB – 24ML00064 – 01/29/2024  
Theft – [REDACTED] Longhorn Drive – 24ML00065 – 01/30/2024  
Trespass – [REDACTED] Horseshoe Circle – 24ML00066 – 01/31/2024  
Theft – [REDACTED] Pacific Circle – 24ML00067 - 01/31/2024

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Mental Health Crisis – MM 248 I25 NB – 24ML00069 – 01/31/2024

Drug Related Activity – [REDACTED] WCR 7 – 24ML00068 – 01/31/2024

Theft – [REDACTED] Chianina Street – 24ML00070 – 01/31/2024

Code Violation – [REDACTED] WCR 7 – 24ML00071 – 01/31/2024

Trespass – [REDACTED] 6th Street – 24ML00072 – 01/31/2024



**PROCLAMATION**  
**National School Resource Officer Appreciation Day**  
**February 15, 2024**

WHEREAS, The National Association of School Resource Officers (NASRO) is dedicated to making schools and children safer by providing quality training to school-based law enforcement officers;

WHEREAS, school resource officers (SROs) bridge the gap between youth and law enforcement and embrace the triad concept of school policing, serving in informal counseling, education and law enforcement roles to support students and the communities that they serve;

WHEREAS, by training law enforcement officers to counsel, educate and protect school communities, the men and women of NASRO continuously lead by example and promote a positive image of law enforcement to school children and school communities;

WHEREAS, school resource officers are valuable and essential members of the education community and deserve unwavering respect and support from the communities they serve in the pursuit of keeping schools and students safe;

**NOW, THEREFORE, I, Colleen Whitlow, Mayor, do hereby designate February 15, 2024, as National School Resource Officer Appreciation Day.**

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

On this 12<sup>th</sup> day of February 2024

\_\_\_\_\_  
Colleen G. Whitlow  
Mayor



**PROCLAMATION  
Colorado Engineers Week  
February 18–24, 2024**

WHEREAS, engineers use their scientific and technical skills in creative and revolutionary ways to fulfill society’s needs; and

WHEREAS, engineers work on many major technological challenges of our time, such as rebuilding towns devastated by natural disaster; cleaning up the environment; assuring safe, clean and efficient sources of energy; and designing information systems that will propel our state and country into the future; and

WHEREAS, engineers are encouraging young math and science students to recognize the practical applications of their knowledge; and

WHEREAS, the American Council of Engineering Companies encourages and inspires young people to pursue careers in engineering because as we face the challenges of the twenty-first century, skilled engineers will be vital to our future;

NOW, THEREFORE, I, **Colleen Whitlow, Mayor**, do hereby designate the week of February 18-24, 2024 as **Colorado Engineers Week**.

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

On this 12<sup>th</sup> day of February 2024

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Colleen G. Whitlow  
Mayor



**MINUTES**

- I. 5:30 p.m. to 6:00 p.m.**  
**WORK SESSION:** Built for Mead and Economic Development
- II. 6:00 p.m. to 10:00 p.m.**  
**REGULAR MEETING**

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

**1. Call to Order – Roll Call**

**Present**

- Mayor Colleen Whitlow
- Mayor Pro Tem Chris Cartwright
- Trustee David Adams (via remote access)
- 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: Trustee David Adams and members of the public.

**2. Moment of Silence**

Mayor Whitlow requested the observance of a moment of silence for military members who died in the line of duty these last two weeks.

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

The assembly pledged allegiance to the flag.

**4. Review and Approve Agenda**

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

**5. Staff Report: Town Manager Report**

- a. Manager Report

Town Manager Helen Migchelbrink discussed the oil and gas work which has been occurring at 3<sup>rd</sup> and Welker intersection. She also discussed the annual Community Report which is in the Board packet and will be mailed to residents along with a survey regarding support of the police department.

**6. Informational Items**

- a. Colorado Department of Transportation Update

Abra Geissler, CDOT Program Director Segment 5 and 6, presented about the construction being completed on I-25 up to Fort Collins. Mead is in Segment 5 which will see groundbreaking in Spring 2024 and construction Summer 2024 through Spring 2028.



b. Community Engagement Update

Public Information Officer / Community Engagement Director Lorelei Nelson presented about youth sports, cornhole, youth camps, Older Active Adults programming, town events, partner events and Community Engagement 2024 Plan.

7. Proclamations

- a. Winter Bike to Work Day February 9, 2024

*Motion was made by Trustee Parr, seconded by Trustee Harris, to approve the signing of the Proclamation for Winter Bike to Work Day February 9, 2024. Motion carried 7-0, on a roll call vote.*

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

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 January 8, 2024
- b. Preliminary December 2023 Financials
- c. Check Register January 29, 2024
- d. Resolution No. 09-R-2024 – A Resolution of the Town of Mead, Colorado, Adopting Updated General Guidelines for Public Comment at Open Meetings and General Guidelines for Conduct of Public Hearings
- e. Resolution No. 10-R-2024 - A Resolution of the Town of Mead, Colorado, Approving a Memorandum of Understanding Between the Town of Mead and U.S. Immigration and Customs Enforcement Homeland Security Investigations Authorizing the Designation of Mead Police Department Employees as Customs Officers
- f. Resolution No. 11-R-2024 – A Resolution of the Town of Mead, Colorado, Approving Extensions of Engineering-Related Professional Service Agreements (JVA, Inc., Felsburg Holt & Ullevig, Inc., Fox Tuttle Transportation Group, Michael Baker International, Inc., Otak, Inc., Est, Inc., Ayres Associates, Inc., and InVision GIS, LLC)
- g. Resolution No. 12-R-2024 - A Resolution of the Town of Mead, Colorado, Approving Extensions of Certain Public Works-Related Service Agreements (Kleen Tech Services, LLC, Vector Disease Control International, LLC, and Denali Water Solutions, LLC) for Calendar Year 2024

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

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

There was no public comment at this time.

11. Legislative Update

Town Attorney Marcus McAskin presented information regarding the legislative session which began on January 10, 2024. Governor office priorities are strategic growth, Accessory Dwelling Units, and transportation-oriented communities. He also discussed bills regarding Tabor legislation and Colorado Open Records Act.

12. Elected Official Reports

- a. Town Trustees

The Trustees had no further comments at this time.

- b. Mayor Whitlow

Mayor Whitlow mentioned Coffee with the Mayor scheduled for Saturday February 3, 2024.

**13. 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 7:07 p.m. on Monday, January 29, 2024.

\_\_\_\_\_  
Colleen G. Whitlow, Mayor

ATTEST:

\_\_\_\_\_  
Mary E. Strutt, MMC, Town Clerk



## Agenda Item Summary

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MEETING DATE: February 12, 2024  
SUBJECT: 4<sup>th</sup> Quarter 2023 Investment Activity Report  
PRESENTED BY: Mary Strutt, Administrative Services Director

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### SUMMARY

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The Town of Mead investment activity report for the 4<sup>th</sup> Quarter of 2023 is attached for the Board's review. This report only includes funds in the Town's investment accounts, it does not include funds held in the Town's operating accounts.

The Investment Activity Report for 4<sup>th</sup> Quarter 2023 has been reformatted to provide an easier view of the Town's holdings and the interest earned. The newly formatted report provides the investment amount in each account, along with the interest rate and interest earned for the quarter. All the Town's investment holdings are in Local Government Investment Pools ("LGIPs") in accordance with the Town's Investment Policy. The LGIPs tend to have higher yields and liquidity. Funds may be easily transferred into/out of the LGIPs from the operating accounts. For additional diversification and security, the Town does invest in three different LGIPs: ColoTrust, CSAFE and CSIP.

2023 yields continued to increase slightly and were 5.2117 – 5.5600% during this reporting period. Due to these high yields, interest and dividend income revenues are trending more than 200% higher than the 2023 budget. According to economic indicators, investment rates are anticipated to remain in the 5.0-5.5% range until at least mid-year 2024.

Funds held in the Town's investment accounts include the reserve funds and funds which have been appropriated for upcoming capital projects including the Community Center, 3<sup>rd</sup> & Welker Intersection, CR 7 & Hwy 66 Underpass, Gold Star Memorial and Liberty Ranch Restrooms. While there were no deposits nor withdrawals in the 4<sup>th</sup> Quarter of 2023, there will start to be withdrawals in early 2024 as invoices are starting to come in for the above-listed projects.

### ATTACHMENTS

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Investment Activity Report 12/31/2023

## Town of Mead Investment Activity

Quarter Ended December 31, 2023

Diversification Guideline *	Investment Type & Account	Investment Amount, Beginning Value	Deposits	Withdrawals	Interest Earned	Average Monthly Yield	Investment Amount, Ending Value	Total Percentage of Portfolio
<b>E</b>	<b>Local Government Investment Pools</b>							
Maximum % per Issuer: 50%	COLOTRUST - PLUS+	\$ 13,257,465.83	\$ -	\$ -	\$ 186,794.38	5.5518%	\$ 13,444,260.21	42.2949%
---	COLOTRUST - PRIME	10,508.35	-	-	138.90	5.2117%	10,647.25	0.0335%
Maximum % of Portfolio: 100%	CSAFE	12,745,080.76	-	-	179,807.74	5.5600%	12,924,888.50	40.6610%
	CSIP	5,332,379.42	-	-	74,759.68	5.5400%	5,407,139.10	17.0106%
	<b>Total Investment Pools:</b>	<b>\$ 31,345,434.36</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 441,500.70</b>	<b>5.4659%</b>	<b>\$ 31,786,935.06</b>	<b>100.0000%</b>

\* Per Town Investment Policy - Sec. VIII. Investment Parameters

Report Criteria:

- Aging by Date
- Aged using Payment Date

Customer Number	Name	Balance	Future	Current	Over 30	Over 60	Over 90	Over 120	Over 150
1	St. Vrain Valley School District	1,230.00	1,230.00	-	-	-	-	-	-
45	Mead Development Group, Inc.	125,870.78	-	125,870.78	-	-	-	-	-
162	Mead High School	450.00	-	450.00	-	-	-	-	-
214	Mead Towne Center	5,750.00	-	-	-	-	-	-	5,750.00
239	Gopher Gulch	2,769.00	-	2,296.00	473.00	-	-	-	-
256	Prosper Land & Development LLC	4,817.50	-	130.00	1,235.00	2,382.00	1,070.50	-	-
263	Eagle Development	29,445.00	-	-	-	1,040.00	12,187.50	13,357.50	2,860.00
270	Highland Development Services Inc	65.65	-	1,068.08	3,055.00	-	-	-	4,188.73
272	Iglesia De Jesucristo	32.83	-	32.83	-	-	-	-	-
275	Mountain View Fire Protection District	4,116.75	4,116.75	-	-	-	-	-	-
277	Front Range Investment Holdings LLC	726.70	-	537.32	189.38	-	-	-	-
280	Benson Farms - MD	2,430.25	-	-	-	-	-	-	2,430.25
282	Agfinity, Inc	403.50	-	-	229.78	-	-	-	173.72
285	Boulder Scientific Company, LLC	2,360.00	-	-	-	-	-	-	2,360.00
287	Eagle Development LRMD	1,855.00	-	-	-	-	-	-	1,855.00
290	Forestar Real Estate Group	2,140.00	-	520.00	-	1,620.00	-	-	-
292	BREG Industrial Development	13,057.36	-	65.65	-	328.25	83.33	-	12,580.13
296	Silver Point Development	8,266.50	-	2,672.25	5,594.25	-	-	-	-
297	Meadow Ridge Development, Inc	5,010.40	-	1,504.40	3,506.00	-	-	-	-
298	Century Land Holdings LLC	5,125.00	-	5,125.00	-	-	-	-	-
299	Lizondo Futbol Academy LLC	182.30	-	-	-	-	-	-	182.30
301	BREG Industrial Devel. c/o Broe Real Es	131.30	-	-	131.30	-	-	-	-
307	Tharaldson c/o Ventana Capital, Inc	984.75	-	853.45	-	65.65	53.53	-	12.12
318	Mead Investor LLC	381.30	-	-	-	-	381.30	-	-
320	Lorson South Land Corp c/o Landhuis C	2,133.99	-	-	-	-	-	-	2,133.99
323	Enyo Power Partners, LLC	4,638.25	-	4,638.25	-	-	-	-	-
325	Red Barn Metropolitan District	2,203.05	-	-	-	881.22	-	-	1,321.83
326	AMK Properties LLC	37.87	-	-	-	-	-	-	37.87
328	Homerun Properties LLC	702.46	-	-	-	-	-	-	702.46
329	Club Car Wash Operating LLC	1,753.36	1,753.36	-	-	-	-	-	-
331	Mountain Legacy LLC	3,005.77	-	-	-	-	-	-	3,005.77
335	34 9.5 Metropolitan District	2,514.91	-	138.88	2,376.03	-	-	-	-
336	Front Range Investment Holdings LLC	177,511.33	-	-	-	-	177,511.33	-	-
337	Welcome to Realty, LLC 401k PSP	29,716.19	-	29,716.19	-	-	-	-	-
338	JMB Collection LLC	260.58	260.58	-	-	-	-	-	-
339	Vaulter Real Estate / Investments	302.00	-	302.00	-	-	-	-	-
342	Grand View Estates Home Owners Asso	262.60	262.60	-	-	-	-	-	-
Grand Totals:		5,532.85	7,623.29	112,708.54	10,679.74	1,314.68	163,735.17	13,357.50	23,584.27

Report Criteria:  
 Report type: GL detail

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
02/24	02/12/2024	37830	ADAMSON POLICE PRODUCTS	INV407697	01-42-5255	Equipment	328.18
02/24	02/12/2024	37830	ADAMSON POLICE PRODUCTS	INV407700	01-42-5255	Equipment	34.11
02/24	02/12/2024	37830	ADAMSON POLICE PRODUCTS	INV408191	01-42-5255	Equipment	33.24
02/24	02/12/2024	37830	ADAMSON POLICE PRODUCTS	INV408460	01-42-5255	Equipment	980.00
Total 37830:							1,375.53
02/24	02/12/2024	37831	ALERT/SAM	2024 - DUES	01-42-5331	2024 Agency Dues	100.00
Total 37831:							100.00
02/24	02/12/2024	37832	Amazon Capital Services Inc	113D-FWC6-	01-42-5200	Supplies	35.99
02/24	02/12/2024	37832	Amazon Capital Services Inc	16RJ-M9H9-	01-47-5210	Supplies	41.64
02/24	02/12/2024	37832	Amazon Capital Services Inc	16V9-FYY4-	01-42-5200	Supplies	35.99
02/24	02/12/2024	37832	Amazon Capital Services Inc	196P-4FRP-	08-42-5511	Curtain/Tarp/Rod	215.59
02/24	02/12/2024	37832	Amazon Capital Services Inc	1CL9-XPJX--	01-47-5200	Office Supplies	23.98
02/24	02/12/2024	37832	Amazon Capital Services Inc	1FNR-LMJK-	01-47-5215	PW Septic System	208.87
02/24	02/12/2024	37832	Amazon Capital Services Inc	1FX9-K4WH-	01-42-5255	Equipment	1,168.63
02/24	02/12/2024	37832	Amazon Capital Services Inc	1HTM-W6HN	01-42-5200	Supplies	13.98
02/24	02/12/2024	37832	Amazon Capital Services Inc	1WYD-TQ3R	01-43-5200	Supplies	14.89
02/24	02/12/2024	37832	Amazon Capital Services Inc	1WYD-TQ3R	01-40-5200	Supplies	60.40
Total 37832:							1,819.96
02/24	02/12/2024	37833	Andres Salazar	012224 - SA	01-42-5332	Employee Reimbursement - Tuition	845.00
Total 37833:							845.00
02/24	02/12/2024	37834	Angel Armor LLC	INV8342	01-42-5254	Uniform - DA	1,292.36
Total 37834:							1,292.36
02/24	02/12/2024	37835	AR Refunds	012424 - ME	01-02-2610	Acct #308 Deposit Refund (Zone Amend)	5,000.00
02/24	02/12/2024	37835	AR Refunds	012424 - ME	01-02-2610	Acct #308 Deposit Refund (Prelim Plat)	10,000.00
Total 37835:							15,000.00
02/24	02/12/2024	37836	Ausmus Law Firm PC	8585	01-48-5455	Municipal Prosecutor - Feb	1,000.00
Total 37836:							1,000.00
02/24	02/12/2024	37837	Ayres Associates Inc	212754	18-52-5501	Gold Star Memorial Design	3,566.50
02/24	02/12/2024	37837	Ayres Associates Inc	212757	18-45-5500	Liberty Ranch Park - Restroom Designs	2,804.40
Total 37837:							6,370.90
02/24	02/12/2024	37838	BERTHOUD ACE HARDWARE	116004/1	01-47-5215	R&M - Grader Shed	15.99
Total 37838:							15.99
02/24	02/12/2024	37839	Brakes Plus LLC	14211053206	01-42-5216	Repair/Maint - VIN67976	125.89
02/24	02/12/2024	37839	Brakes Plus LLC	14211100848	01-43-5216	R&M	121.94

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 37839:							247.83
02/24	02/12/2024	37840	Brent Newbanks	122023	01-42-5700	Room Rental	150.00
Total 37840:							150.00
02/24	02/12/2024	37841	City of Loveland	10716891	01-42-5330	Driving Training	200.00
Total 37841:							200.00
02/24	02/12/2024	37842	CO AUTO LGMTFRD LLC	80109856/1	01-42-5216	PD 9 - VIN07144	148.05
Total 37842:							148.05
02/24	02/12/2024	37843	Cory Weiner	013124 - WE	04-44-5203	Uniform Reimbursement	238.50
Total 37843:							238.50
02/24	02/12/2024	37844	David Jay Thrower	02012024ME	01-48-5040	Municipal court judge - Jan	1,500.00
Total 37844:							1,500.00
02/24	02/12/2024	37845	Denali Water Solutions LLC	INV721317	06-47-5231	Sludge Disposal	915.18
Total 37845:							915.18
02/24	02/12/2024	37846	Ditesco LLC	2023-867	09-50-5511	TOM PW Facility	271.00
02/24	02/12/2024	37846	Ditesco LLC	2023-897	09-51-5500	TOM Community Center	3,005.37
Total 37846:							3,276.37
02/24	02/12/2024	37847	DYNAMIC DESIGNS PRINTING,	54697	01-42-5075	Marketing Materials	1,025.35
02/24	02/12/2024	37847	DYNAMIC DESIGNS PRINTING,	54719	01-49-5202	Report Print	3,344.88
02/24	02/12/2024	37847	DYNAMIC DESIGNS PRINTING,	54719	01-49-5205	Postage	502.10
Total 37847:							4,872.33
02/24	02/12/2024	37848	Erika Pflipsen	01312024	01-47-5200	employee reimb	27.96
Total 37848:							27.96
02/24	02/07/2024	37849	FAIRBANK EQUIPMENT INC	S2448731.00	04-44-5500	Water Tank	2,018.55- V
02/24	02/12/2024	37849	FAIRBANK EQUIPMENT INC	S2448731.00	04-44-5500	Water Tank	2,018.55
Total 37849:							.00
02/24	02/12/2024	37850	FASTENAL	COLON1059	01-47-5210	Supplies	31.87
Total 37850:							31.87
02/24	02/12/2024	37851	Felsburg Holt & Ullevig	39808	14-40-5500	3rd Welker Improvements	33,392.22
Total 37851:							33,392.22
02/24	02/12/2024	37852	Firestone Ace Hardware	540910/2	01-40-5215	Repairs/Maint - TH Restroom	13.98

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 37852:							13.98
02/24	02/12/2024	37853	Flatirons Inc	012424 - FLA	01-02-2610	Deposit Refund - acct #305 - Raterink Lo	1,000.00
Total 37853:							1,000.00
02/24	02/12/2024	37854	Glenn D. Karnofsky	020124-A	01-42-5330	Training	2,043.53
Total 37854:							2,043.53
02/24	02/12/2024	37855	GREELEY LOCK AND KEY	0000026600	01-40-5215	KECs office Re-key	687.27
Total 37855:							687.27
02/24	02/12/2024	37856	International Business Information	INV-002678	01-42-5331	User License 2024	36.05
Total 37856:							36.05
02/24	02/12/2024	37857	JVA INCORPORATED	13620	06-47-5559	WWTF - Chem P	10,400.00
02/24	02/12/2024	37857	JVA INCORPORATED	13621	06-40-5405	TOM - Wastewater On-Call	1,144.80
02/24	02/12/2024	37857	JVA INCORPORATED	13695	01-02-2615	Rangeview Estates Development - 270	86.00
02/24	02/12/2024	37857	JVA INCORPORATED	13698	01-02-2615	Elevation 25 - 296	258.00
02/24	02/12/2024	37857	JVA INCORPORATED	13705	01-02-2615	AMK Properties - 326	172.00
02/24	02/12/2024	37857	JVA INCORPORATED	13707	01-02-2615	Club Carwash - 329	344.00
02/24	02/12/2024	37857	JVA INCORPORATED	13709	01-47-5405	Design Standards & Specs	1,623.60
02/24	02/12/2024	37857	JVA INCORPORATED	13715	01-02-2615	Red Barn Annexation 298	172.00
02/24	02/12/2024	37857	JVA INCORPORATED	13722	01-47-5405	TOM - General Engineering	1,264.60
02/24	02/12/2024	37857	JVA INCORPORATED	13741	01-02-2615	333 Main Street Development Review	258.00
02/24	02/12/2024	37857	JVA INCORPORATED	13743	01-02-2615	Grandview Estates Res & Pump Review	344.00
Total 37857:							16,067.00
02/24	02/12/2024	37858	Kimball Midwest	101819799	01-47-5210	Parts/Supplies	251.02
Total 37858:							251.02
02/24	02/12/2024	37859	KONICA MINOLTA BUSINESS S	291617031	01-40-5315	Copies - Final Bill	116.81
Total 37859:							116.81
02/24	02/12/2024	37860	LITTLE THOMPSON WATER DIS	1003301 1/2	01-47-5305	1341 WC 34	39.01
02/24	02/12/2024	37860	LITTLE THOMPSON WATER DIS	347002 1/20/	04-44-5305	1782 WC 32	32.27
02/24	02/12/2024	37860	LITTLE THOMPSON WATER DIS	607001 1/20/	06-47-5305	5423 WC 32	31.84
02/24	02/12/2024	37860	LITTLE THOMPSON WATER DIS	618801 1/20/	01-45-5305	150 Main St	34.49
02/24	02/12/2024	37860	LITTLE THOMPSON WATER DIS	619202 1/20/	01-45-5305	401 3rd St	31.84
02/24	02/12/2024	37860	LITTLE THOMPSON WATER DIS	620201 1/20/	01-45-5305	2700 WC 34.5	82.83
02/24	02/12/2024	37860	LITTLE THOMPSON WATER DIS	621801 1/20/	01-45-5305	190 1st St	82.83
02/24	02/12/2024	37860	LITTLE THOMPSON WATER DIS	622501 1/20/	01-45-5305	365 Welker	34.49
02/24	02/12/2024	37860	LITTLE THOMPSON WATER DIS	624409 1/20/	01-42-5305	201 Welker	31.96
02/24	02/12/2024	37860	LITTLE THOMPSON WATER DIS	650402 1/20/	01-40-5305	242 Main St	31.84
02/24	02/12/2024	37860	LITTLE THOMPSON WATER DIS	657602 1/20/	06-47-5305	4504 E Welker	44.42
02/24	02/12/2024	37860	LITTLE THOMPSON WATER DIS	657701 1/20/	01-45-5305	156 Eagle	43.83
02/24	02/12/2024	37860	LITTLE THOMPSON WATER DIS	657801 1/20/	01-42-5305	537 Main Police	59.13
02/24	02/12/2024	37860	LITTLE THOMPSON WATER DIS	657901 1/20/	01-45-5305	16775 North Creek	100.31
02/24	02/12/2024	37860	LITTLE THOMPSON WATER DIS	658001 1/20/	01-45-5305	441 3rd St (6580)	100.31

M = Manual Check, V = Void Check



GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
02/24	02/12/2024	37860	LITTLE THOMPSON WATER DIS	658101 1/20/	01-45-5305	10 Fairburn	34.49
02/24	02/12/2024	37860	LITTLE THOMPSON WATER DIS	658201 1/20/	01-40-5305	441 3rd St	40.27
Total 37860:							856.16
02/24	02/12/2024	37861	MAIN STREET MAT COMPANY	203085	01-47-5210	Mat svcs	103.03
02/24	02/12/2024	37861	MAIN STREET MAT COMPANY	205210	01-47-5210	Mat svcs	103.03
02/24	02/12/2024	37861	MAIN STREET MAT COMPANY	207078	01-40-5210	Mat svcs	69.36
02/24	02/12/2024	37861	MAIN STREET MAT COMPANY	207079	01-42-5210	Mat svcs	67.33
Total 37861:							342.75
02/24	02/12/2024	37862	MCCI LLC	PS16408	01-40-5399	M4 Laserfiche Admin Training - Basic 1/2	125.00
02/24	02/12/2024	37862	MCCI LLC	PS16408	01-41-5399	M4 Laserfiche Admin Training - Basic 1/2	312.50
02/24	02/12/2024	37862	MCCI LLC	PS16408	01-42-5399	M4 Laserfiche Admin Training - Basic 1/2	62.50
02/24	02/12/2024	37862	MCCI LLC	PS16408	01-49-5399	M4 Laserfiche Admin Training - Basic 1/2	125.00
02/24	02/12/2024	37862	MCCI LLC	PS16502	01-40-5399	Addendum 1 - LF Platform Chg	562.50
02/24	02/12/2024	37862	MCCI LLC	PS16502	01-41-5399	Addendum 1 - LF Platform Chg	1,406.25
02/24	02/12/2024	37862	MCCI LLC	PS16502	01-42-5399	Addendum 1 - LF Platform Chg	281.25
02/24	02/12/2024	37862	MCCI LLC	PS16502	01-49-5399	Addendum 1 - LF Platform Chg	562.50
02/24	02/12/2024	37862	MCCI LLC	PS16503	01-40-5399	M4 Implementation	472.50
02/24	02/12/2024	37862	MCCI LLC	PS16503	01-41-5399	M4 Implementation	1,181.24
02/24	02/12/2024	37862	MCCI LLC	PS16503	01-42-5399	M4 Implementation	236.25
02/24	02/12/2024	37862	MCCI LLC	PS16503	01-49-5399	M4 Implementation	472.50
02/24	02/12/2024	37862	MCCI LLC	PS16504	01-40-5399	Site Lic - M3 - Process Forms	292.13
02/24	02/12/2024	37862	MCCI LLC	PS16504	01-41-5399	Site Lic - M3 - Process Forms	730.31
02/24	02/12/2024	37862	MCCI LLC	PS16504	01-42-5399	Site Lic - M3 - Process Forms	146.06
02/24	02/12/2024	37862	MCCI LLC	PS16504	01-49-5399	Site Lic - M3 - Process Forms	292.13
02/24	02/12/2024	37862	MCCI LLC	PS16505	01-40-5399	LF Powerpack config	135.00
02/24	02/12/2024	37862	MCCI LLC	PS16505	01-41-5399	LF Powerpack config	337.50
02/24	02/12/2024	37862	MCCI LLC	PS16505	01-42-5399	LF Powerpack config	67.50
02/24	02/12/2024	37862	MCCI LLC	PS16505	01-49-5399	LF Powerpack config	135.00
Total 37862:							7,935.62
02/24	02/12/2024	37863	MEIER All County Glass, LLC	2693	06-47-5215	Repair - WWTP window	505.00
Total 37863:							505.00
02/24	02/12/2024	37864	Michow Guckenberger McAskin L	December 20	01-40-5400	Legal Services - December	15,461.25
02/24	02/12/2024	37864	Michow Guckenberger McAskin L	December 20	06-40-5400	Legal Services - December	813.75
02/24	02/12/2024	37864	Michow Guckenberger McAskin L	Mead.Dec20	01-02-2615	Sugar Beet Solar (323)	5,021.75
02/24	02/12/2024	37864	Michow Guckenberger McAskin L	Mead.Dec20	01-02-2615	Mead Place (45)	1,393.75
02/24	02/12/2024	37864	Michow Guckenberger McAskin L	Mead.Dec20	01-02-2615	Liberty Ranch (320)	159.00
02/24	02/12/2024	37864	Michow Guckenberger McAskin L	Mead.Dec20	01-02-2615	QuickTrip (294)	275.00
02/24	02/12/2024	37864	Michow Guckenberger McAskin L	Mead.Dec20	01-02-2615	Grand Meadow (341)	524.25
02/24	02/12/2024	37864	Michow Guckenberger McAskin L	Mead.Dec20	01-02-2615	Waterfront (307)	2,027.75
02/24	02/12/2024	37864	Michow Guckenberger McAskin L	Mead.Dec20	01-02-2615	Red Barn (298))	365.25
02/24	02/12/2024	37864	Michow Guckenberger McAskin L	Mead.Dec20	01-02-2615	Postle (292)	687.50
02/24	02/12/2024	37864	Michow Guckenberger McAskin L	Mead.Dec20	01-02-2615	Schiers Annex (327)	68.75
02/24	02/12/2024	37864	Michow Guckenberger McAskin L	Mead.Dec20	01-02-2615	JMB Annex (338)	159.00
02/24	02/12/2024	37864	Michow Guckenberger McAskin L	Mead.Dec20	01-40-5400	Mileage/Cert Mail Reimbursement	32.42
02/24	02/12/2024	37864	Michow Guckenberger McAskin L	Mead.Dec20	06-40-5400	Mileage/Cert Mail Reimbursement	32.43
02/24	02/12/2024	37864	Michow Guckenberger McAskin L	Mead.Dec20	01-40-5400	Litigation	1,546.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 37864:							28,567.85
02/24	02/12/2024	37865	Mile High Shooting Accessories L	INV40476	01-42-5330	Training	7,930.02
Total 37865:							7,930.02
02/24	02/12/2024	37866	Minuteman Press	10334	01-42-5210	Business Cards - MR	68.09
Total 37866:							68.09
02/24	02/12/2024	37867	MJT Communications	14006	08-42-5511	Grandstream AP 7660	180.00
Total 37867:							180.00
02/24	02/12/2024	37868	NEXT STEP COMMUNICATION L	11881	01-40-5215	TH Exterior Cameras - remaining balanc	3,037.50
02/24	02/12/2024	37868	NEXT STEP COMMUNICATION L	12134	09-50-5500	Boardroom AV Deposit	8,095.50
Total 37868:							11,133.00
02/24	02/12/2024	37869	North Range Behavioral Health	NRCR2024	01-42-5343	NRBH CVM Co-Responder 2024	12,500.00
Total 37869:							12,500.00
02/24	02/12/2024	37870	Northern Overhead Door Co	9509	01-47-5215	Repair/Maint	175.00
Total 37870:							175.00
02/24	02/12/2024	37871	One Way Inc	323425	06-47-5310	D13927E - 4504 Welker Trash	96.53
02/24	02/12/2024	37871	One Way Inc	323452	01-47-5310	D13927G - 1341 County Road 34 Trash	79.49
02/24	02/12/2024	37871	One Way Inc	323587	01-47-5310	D13927H - 1341 County Rd 34 Recycle	105.47
02/24	02/12/2024	37871	One Way Inc	323641	01-42-5310	D13927A - 537 Main St Trash	79.49
02/24	02/12/2024	37871	One Way Inc	323642	01-42-5310	D13927B - 537 Main St Recycle	51.09
02/24	02/12/2024	37871	One Way Inc	323650	01-40-5310	D13927C - 441 Third St Trash	79.49
02/24	02/12/2024	37871	One Way Inc	323651	01-40-5310	D13927D - 441 Third St Recycle	51.09
02/24	02/12/2024	37871	One Way Inc	323696	01-42-5310	D13927F - 201 Welker	27.29
Total 37871:							569.94
02/24	02/12/2024	37872	Precision Employment Consulting	013124 - EL	01-40-5401	HR - Admin	4,353.22
02/24	02/12/2024	37872	Precision Employment Consulting	013124 - EL	06-40-5401	HR - Sewer	216.62
02/24	02/12/2024	37872	Precision Employment Consulting	013124 - EL	20-40-5401	HR - MURA	170.16
Total 37872:							4,740.00
02/24	02/12/2024	37873	Professional Management System	84862	01-40-5401	Finance - Admin	4,992.00
02/24	02/12/2024	37873	Professional Management System	84862	06-40-5401	Finance - Sewer	624.00
02/24	02/12/2024	37873	Professional Management System	84862	20-40-5401	Finance - MURA	624.00
Total 37873:							6,240.00
02/24	02/12/2024	37874	RAMEY ENVIRONMENTAL COM	27057	06-47-5215	WWTP R&M	9,974.78
Total 37874:							9,974.78
02/24	02/12/2024	37875	Rugged Notebooks	77621	01-42-5201	Notebook (4)	11,900.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 37875:							11,900.00
02/24	02/12/2024	37876	Slate Communications	3038	01-49-5236	Community Report	4,200.00
Total 37876:							4,200.00
02/24	02/12/2024	37877	SportsEngine, Inc	INV0176490	01-49-5260	Background Checks	69.00
Total 37877:							69.00
02/24	02/12/2024	37878	SULLIVAN SEPTIC, LLC	24-46	01-47-5215	Service Septic	1,050.00
Total 37878:							1,050.00
02/24	02/12/2024	37879	Sunstate Equipment CO LLC	012424 - SU	01-02-2610	Acct #313 - Deposit Refund	5,000.00
Total 37879:							5,000.00
02/24	02/12/2024	37880	TDS	0006545 01/	01-40-5325	Internet	460.30
02/24	02/12/2024	37880	TDS	0014762 01/	01-42-5325	Internet	132.45
Total 37880:							592.75
02/24	02/12/2024	37881	THE HARTFORD-GROUP BENE	9247060551	01-40-5066	STD / LTD Insurance	191.38
02/24	02/12/2024	37881	THE HARTFORD-GROUP BENE	9247060551	01-41-5066	STD / LTD Insurance	10.14
02/24	02/12/2024	37881	THE HARTFORD-GROUP BENE	9247060551	01-42-5066	STD / LTD Insurance	407.66
02/24	02/12/2024	37881	THE HARTFORD-GROUP BENE	9247060551	01-43-5066	STD / LTD Insurance	234.09
02/24	02/12/2024	37881	THE HARTFORD-GROUP BENE	9247060551	04-44-5066	STD / LTD Insurance	251.29
02/24	02/12/2024	37881	THE HARTFORD-GROUP BENE	9247060551	01-45-5066	STD / LTD Insurance	224.57
02/24	02/12/2024	37881	THE HARTFORD-GROUP BENE	9247060551	01-47-5066	STD / LTD Insurance	220.53
02/24	02/12/2024	37881	THE HARTFORD-GROUP BENE	9247060551	01-48-5066	STD / LTD Insurance	32.34
02/24	02/12/2024	37881	THE HARTFORD-GROUP BENE	9247060551	01-49-5066	STD / LTD Insurance	119.49
02/24	02/12/2024	37881	THE HARTFORD-GROUP BENE	9247060551	06-40-5066	STD / LTD Insurance	108.34
02/24	02/12/2024	37881	THE HARTFORD-GROUP BENE	9247060551	20-40-5066	STD / LTD Insurance	100.82
Total 37881:							1,900.65
02/24	02/12/2024	37882	TOWN OF MEAD	31.11 - 1.20	01-42-5305	201 Welker Sewer	44.39
02/24	02/12/2024	37882	TOWN OF MEAD	338.01 - 1.20	01-40-5305	Town Hall Sewer	58.60
02/24	02/12/2024	37882	TOWN OF MEAD	453.01 - 1.20	01-42-5305	PD Sewer (535 Main St)	58.60
02/24	02/12/2024	37882	TOWN OF MEAD	478.02 - 1.20	01-40-5305	242 Main St	48.84
02/24	02/12/2024	37882	TOWN OF MEAD	566.02 - 1.20	01-45-5305	Bean Plant Sewer (401 Third St)	48.84
02/24	02/12/2024	37882	TOWN OF MEAD	630.04 - 1.20	01-40-5305	505 3rd St Sewer	44.39
Total 37882:							303.66
02/24	02/12/2024	37883	ULINE	173546628	08-42-5511	Order #12018527 - Shelving	8,650.61
Total 37883:							8,650.61
02/24	02/12/2024	37884	University Auto Parts, Inc	298718	01-47-5216	E01	12.34
02/24	02/12/2024	37884	University Auto Parts, Inc	298883	01-47-5210	Shop	28.08
02/24	02/12/2024	37884	University Auto Parts, Inc	299004	01-47-5216	E01	17.58

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 37884:							58.00
02/24	02/12/2024	37885	US Liberty Arms LLC	240124-051-	01-42-5255	Rifle Lights - TRX#633202	3,192.00
Total 37885:							3,192.00
02/24	02/12/2024	37886	Voiance Language Services LLC	2024010893	01-42-5343	Interpretation Services	48.30
Total 37886:							48.30
02/24	02/12/2024	37887	Watts Hydraulics Acquisition Corp	7162264	01-47-5210	Shop Pressure Washer	225.00
Total 37887:							225.00
02/24	02/12/2024	37888	WELD REGIONAL COMMUNICA	104293	01-42-5343	Dispatch Radio Programming	208.00
02/24	02/12/2024	37888	WELD REGIONAL COMMUNICA	104375	01-42-5343	Dispatch Services	61,250.08
Total 37888:							61,458.08
02/24	02/12/2024	37889	Wickham Tractor Company	IE21175	04-44-5216	Skid Steer Broom	69.98
Total 37889:							69.98
02/24	02/12/2024	37890	Wilson & Company Inc	123041	01-02-2615	1601 CR38 Interchange (336)	7,677.50
Total 37890:							7,677.50
02/24	02/12/2024	37891	FAIRBANK EQUIPMENT INC	26277	01-45-5216	dup - see inv #S2417528.001	48.32- M
02/24	02/12/2024	37891	FAIRBANK EQUIPMENT INC	S2448731.00	04-44-5500	Water Tank	2,018.55 M
Total 37891:							1,970.23
02/24	02/06/2024	20624100	UNITED POWER	92015 01/19/	01-42-5305	201 Welker	45.27
Total 20624100:							45.27
02/24	02/06/2024	20624101	Xpress Bill Pay	INV-XPR008	06-40-5701	Credit Trans - Jan	672.54
02/24	02/06/2024	20624101	Xpress Bill Pay	INV-XPR008	01-40-5701	Credit Trans - Jan	168.13
Total 20624101:							840.67
02/24	02/07/2024	20724100	All Copy Products Inc	520392614	01-47-5315	Copier Lease	78.23
Total 20724100:							78.23
02/24	02/07/2024	20724101	CEBT	INV 0063072	01-02-2310	Health Insurance	51,458.37
02/24	02/07/2024	20724101	CEBT	INV 0063072	06-02-2310	Health Insurance	2,186.36
02/24	02/07/2024	20724101	CEBT	INV 0063072	20-02-2310	Health Insurance	2,506.42
Total 20724101:							56,151.15
02/24	02/07/2024	20724102	CENTURY LINK	0831 01/25/2	01-40-5300	TH Fax	72.84
02/24	02/07/2024	20724102	CENTURY LINK	4770 1/25/24	01-42-5300	PD Fax	68.87

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 20724102:							141.71
02/24	02/07/2024	20724103	Fusion Cloud Company	9826539	01-40-5300	Phone Bill	283.88
Total 20724103:							283.88
02/24	02/07/2024	20724104	Pitney Bowes Global Financial Se	012624	01-01-1302	Reserve Deposit	600.00
Total 20724104:							600.00
02/24	02/07/2024	20724105	Pitney Bowes Inc	1024719758	01-40-5205	Sealer	58.08
Total 20724105:							58.08
02/24	02/07/2024	20724106	UNITED POWER	61303 1/19/2	01-45-5305	17029 CR 5 Area Light	10.25
02/24	02/07/2024	20724106	UNITED POWER	88601 1/19/2	04-44-5305	Streetlights	2,694.55
Total 20724106:							2,704.80
02/24	02/07/2024	20724107	XCEL ENERGY	862006921	01-42-5305	537 4th St - acct 53-2929790-5	549.32
02/24	02/07/2024	20724107	XCEL ENERGY	862104418	01-47-5305	1341 CR 34	971.16
02/24	02/07/2024	20724107	XCEL ENERGY	862114275	01-42-5305	201 Welker - Acct # 53-0013609291-7	194.43
02/24	02/07/2024	20724107	XCEL ENERGY	862128067	01-40-5305	299 Palmer - Acct #53-0012949706-8	236.40
Total 20724107:							1,951.31
Grand Totals:							355,974.78

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-01-1302	600.00	.00	600.00
01-02-2000	48.32	259,368.78-	259,320.46-
01-02-2310	51,458.37	.00	51,458.37
01-02-2610	21,000.00	.00	21,000.00
01-02-2615	19,993.50	.00	19,993.50
01-40-5066	191.38	.00	191.38
01-40-5200	60.40	.00	60.40
01-40-5205	58.08	.00	58.08
01-40-5210	69.36	.00	69.36
01-40-5215	3,738.75	.00	3,738.75
01-40-5300	356.72	.00	356.72
01-40-5305	460.34	.00	460.34
01-40-5310	130.58	.00	130.58
01-40-5315	116.81	.00	116.81
01-40-5325	460.30	.00	460.30
01-40-5399	1,587.13	.00	1,587.13
01-40-5400	17,039.67	.00	17,039.67
01-40-5401	9,345.22	.00	9,345.22
01-40-5701	168.13	.00	168.13
01-41-5066	10.14	.00	10.14
01-41-5399	3,967.80	.00	3,967.80

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
01-42-5066	407.66	.00	407.66
01-42-5075	1,025.35	.00	1,025.35
01-42-5200	85.96	.00	85.96
01-42-5201	11,900.00	.00	11,900.00
01-42-5210	135.42	.00	135.42
01-42-5216	273.94	.00	273.94
01-42-5254	1,292.36	.00	1,292.36
01-42-5255	5,736.16	.00	5,736.16
01-42-5300	68.87	.00	68.87
01-42-5305	983.10	.00	983.10
01-42-5310	157.87	.00	157.87
01-42-5325	132.45	.00	132.45
01-42-5330	10,173.55	.00	10,173.55
01-42-5331	136.05	.00	136.05
01-42-5332	845.00	.00	845.00
01-42-5343	74,006.38	.00	74,006.38
01-42-5399	793.56	.00	793.56
01-42-5700	150.00	.00	150.00
01-43-5066	234.09	.00	234.09
01-43-5200	14.89	.00	14.89
01-43-5216	121.94	.00	121.94
01-45-5066	224.57	.00	224.57
01-45-5216	.00	48.32-	48.32-
01-45-5305	604.51	.00	604.51
01-47-5066	220.53	.00	220.53
01-47-5200	51.94	.00	51.94
01-47-5210	783.67	.00	783.67
01-47-5215	1,449.86	.00	1,449.86
01-47-5216	29.92	.00	29.92
01-47-5305	1,010.17	.00	1,010.17
01-47-5310	184.96	.00	184.96
01-47-5315	78.23	.00	78.23
01-47-5405	2,888.20	.00	2,888.20
01-48-5040	1,500.00	.00	1,500.00
01-48-5066	32.34	.00	32.34
01-48-5455	1,000.00	.00	1,000.00
01-49-5066	119.49	.00	119.49
01-49-5202	3,344.88	.00	3,344.88
01-49-5205	502.10	.00	502.10
01-49-5236	4,200.00	.00	4,200.00
01-49-5260	69.00	.00	69.00
01-49-5399	1,587.13	.00	1,587.13
04-02-2000	2,018.55	7,323.69-	5,305.14-
04-44-5066	251.29	.00	251.29
04-44-5203	238.50	.00	238.50
04-44-5216	69.98	.00	69.98
04-44-5305	2,726.82	.00	2,726.82
04-44-5500	4,037.10	2,018.55-	2,018.55
06-02-2000	.00	27,766.59-	27,766.59-
06-02-2310	2,186.36	.00	2,186.36
06-40-5066	108.34	.00	108.34
06-40-5400	846.18	.00	846.18
06-40-5401	840.62	.00	840.62
06-40-5405	1,144.80	.00	1,144.80
06-40-5701	672.54	.00	672.54
06-47-5215	10,479.78	.00	10,479.78
06-47-5231	915.18	.00	915.18

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
06-47-5305	76.26	.00	76.26
06-47-5310	96.53	.00	96.53
06-47-5559	10,400.00	.00	10,400.00
08-02-2000	.00	9,046.20-	9,046.20-
08-42-5511	9,046.20	.00	9,046.20
09-02-2000	.00	11,371.87-	11,371.87-
09-50-5500	8,095.50	.00	8,095.50
09-50-5511	271.00	.00	271.00
09-51-5500	3,005.37	.00	3,005.37
14-02-2000	.00	33,392.22-	33,392.22-
14-40-5500	33,392.22	.00	33,392.22
18-02-2000	.00	6,370.90-	6,370.90-
18-45-5500	2,804.40	.00	2,804.40
18-52-5501	3,566.50	.00	3,566.50
20-02-2000	.00	3,401.40-	3,401.40-
20-02-2310	2,506.42	.00	2,506.42
20-40-5066	100.82	.00	100.82
20-40-5401	794.16	.00	794.16
<b>Grand Totals:</b>	<b>360,108.52</b>	<b>360,108.52-</b>	<b>.00</b>

Report Criteria:  
 Report type: GL detail



## Agenda Item Summary

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MEETING DATE: February 12, 2024

SUBJECT: **Resolution No. 13-R-2024** – A Resolution of the Town of Mead, Colorado, Authorizing the Mayor to Sign the Annual Highway User Tax Fund Mileage Certification Report

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

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### SUMMARY

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The Highway User Tax Fund (HUTF) has been the backbone of state and local transportation financing since its creation in 1953. Major sources of revenue for the fund are motor fuel taxes, vehicle registration fees, driver’s license fees, oversize load permits, and traffic penalty assessments. The largest contributor is the motor fuels tax. HUTF redistributes fuel taxes and other fees to state and local governments for transportation maintenance and improvements.

Each municipality receives a share of the municipal portion of the HUTF based on a formula that takes into account the number of vehicles registered and the center line miles of streets in each municipality relative to the same data in other municipalities. Generally, 80 percent of the distribution is based on the number of vehicles registered, and 20 percent on the centerline miles of street in a community. Each year the Town reports changes in mileage to the State of Colorado.

The Town increased its mileage by approximately 2.49 miles in 2023, primarily due to the annexation of the Buffalo Highlands area and new construction in the Elevation 25, Highlands, and St. Acacius/Lakeside Canyon developments. This Resolution authorizes the Mayor to sign the Annual Mileage Certification Report on behalf of the Town of Mead.

### FINANCIAL CONSIDERATIONS

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In 2023, the Town received \$252,487.80, and the anticipated funding amount from HUTF to Mead in 2024 is projected to be \$242,317.28.

### STAFF RECOMMENDATION/ACTION REQUIRED

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A motion to approve the February 12, 2024, consent agenda will approve the Resolution. If the Resolution is removed from the consent agenda for additional discussion or questions for Staff, a suggested motion is set forth below:

Suggested Motion:

“I move to adopt Resolution No. 13-R-2024 – a Resolution of the Town of Mead, Colorado, authorizing the Mayor to sign the annual Highway User Tax Fund Mileage Certification Report.”

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ATTACHMENTS

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Resolution No. 13-R-2024  
HUTF Signature Sheet

**TOWN OF MEAD, COLORADO  
RESOLUTION NO. 13-R-2024**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO,  
AUTHORIZING THE MAYOR TO SIGN THE ANNUAL HIGHWAY USER TAX  
FUND MILEAGE CERTIFICATION REPORT**

**WHEREAS**, the Town of Mead is required to annually report the road-lane miles within Town limits to the State of Colorado Department of Transportation (the “Annual Mileage Certification Report”); and

**WHEREAS**, the State uses the information contained within the Annual Mileage Certification Report to determine, in part, how much money the Town will receive in 2024 from the Highway Users Tax Fund (“HUTF”); and

**WHEREAS**, the HUTF is a combination of State revenues from the motor fuel excise tax, annual vehicle license and registration fees, passenger-mile taxes, and other miscellaneous revenues; and

**WHEREAS**, the Board of Trustees desires to delegate authority to the Mayor to execute the Annual Mileage Certification Report,

**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 authorizes the Mayor to sign the Annual Mileage Certification Report on behalf of the Town of Mead.

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

**Section 3. Certification.** The Town Clerk shall certify 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 12<sup>TH</sup> DAY OF FEBRUARY, 2024.**

**ATTEST:**

**TOWN OF MEAD**

By: \_\_\_\_\_  
Mary E. Strutt, MMC, Town Clerk

By: \_\_\_\_\_  
Colleen G. Whitlow, Mayor



# Mead Signature Sheet

FIPS Code : 49600

- 25.830 miles of arterial streets
- 38.675 miles of local streets
- 64.505 total miles of H.U.T. eligible streets
  - 0.380 miles of non H.U.T. eligible streets - Maintained by others
  - 2.252 miles of non H.U.T. eligible streets - Not maintained

This mileage is the certified total as of December 31, 2023

I declare under penalty of perjury in the second degree, and any other applicable state or federal laws, that the statements made on this document are true and complete to the best of my knowledge.

\_\_\_\_\_  
Mayor Date

\_\_\_\_\_  
City Clerk Date

The Colorado Department of Transportation can contact the following person with questions regarding this report:

\_\_\_\_\_  
Name Phone

Submit this signed copy with your annual mileage change report to the Colorado Department of Transportation.

We are required to inform you that a penalty of perjury statement is required pursuant to section 18-8-503 C.R.S. 2005, concerning the removal of requirements that certain forms be notarized.



## Agenda Item Summary

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MEETING DATE: February 12, 2024

SUBJECT: **Resolution No. 14-R-2024** – A Resolution of the Town of Mead, Colorado, Approving Acquisition (Lease) of Two (2) Fleet Vehicles for 2024, Utilizing the Master Equity Lease Agreement with Enterprise Fleet Management (EFM) Dated January 14, 2021

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

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### SUMMARY

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The Town has previously entered into the certain Master Equity Lease Agreement dated January 14, 2021 (“Lease Agreement”) with Enterprise FM Trust, a Delaware statutory trust (“EFM”).

Staff is requesting the Board’s authorization to lease a 2023 Chevrolet Silverado and a 2024 Nissan Frontier (Public Works/Engineering vehicles) from EFM pursuant to the Lease Agreement.

The Public Works/Engineering fleet vehicles will be primarily designated for engineering staff for field inspections.

All fleet management of the leased vehicles is handled by EFM, including acquisition, outfitting, routine maintenance, and trade-in. The vehicles are acquired through Sourcewell, a cooperative public purchasing organization that holds competitively solicited cooperative contracts ready for use by government, education, and nonprofit organizations. Cooperative purchasing allows the Town to utilize competitive solicitations that meet or exceed local requirements and obtain the best pricing due to volume discounts.

The Resolution authorizes the Mayor, the Town Manager and the Town Clerk/Town Treasurer to execute the Schedule(s) (as that term is utilized in the Lease Agreement) and other documents as necessary to secure the acquisition of the Vehicles pursuant to and in accordance with the terms of the Lease Agreement. The Resolution also authorizes the Mayor, Town Manager and the Town Clerk/Town Treasurer to execute Schedule(s) and other documents as necessary to secure vehicles substantially similar to the Vehicles identified in this Resolution if the specific Vehicle(s) identified in Quote No. 7760917 or Quote No. 7777787 are no longer available.

The leasing program provides a predictable replacement schedule which more evenly distributes the expenses over time. There are no mileage penalties/fees/restrictions if the estimated lease mileage is exceeded. The equity in the leased vehicles at the end of the term may be applied toward future vehicles in the fleet management program (or the vehicles may be purchased if desired), further reducing ongoing operating costs.

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**FINANCIAL CONSIDERATIONS**

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The vehicles will be on a 48-month term. Monthly payments for each vehicle will not commence until each respective vehicle is delivered to the Town in 2024.

Estimated monthly/annual financial obligations for each vehicle are set forth in the table below:

<b>DEPARTMENT</b>	<b>VEHICLE</b>	<b>MONTHLY \$</b>	<b>YEARLY \$</b>
Public Works/Engineering	2023 Chevrolet Silverado 1500	\$1,010.79	\$12,129.48
Public Works/Engineering	2024 Nissan Frontier Crew Cab	\$915.72	\$10,988.64

**STAFF RECOMMENDATION/ACTION REQUIRED**

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A motion to approve the February 12, 2024, consent agenda will approve the Resolution. If the Resolution is removed from the consent agenda for additional discussion or questions for Staff, a suggested motion is set forth below:

Suggested Motion:

“I move to approve Resolution No. 14-R-2024, a Resolution of the Town of Mead, Colorado, Approving the Acquisition (Lease) of two (2) fleet vehicles for 2024, utilizing the Master Equity Lease Agreement with Enterprise Fleet Management (EFM) dated January 14, 2021.”

**ATTACHMENTS**

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Resolution No. 14-R-2024  
EFM Quote Nos. 7760917 (dated 01.26.2024) and 7777787 (dated 02.02.2024)

**TOWN OF MEAD, COLORADO  
RESOLUTION NO. 14-R-2024**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING  
ACQUISITION (LEASE) OF TWO (2) FLEET VEHICLES FOR 2024 UTILIZING THE  
MASTER EQUITY LEASE AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT  
(EFM) DATED JANUARY 14, 2021**

**WHEREAS**, the Town of Mead (“Town”) has the authority to enter into contracts for any lawful municipal purpose pursuant to § 31-15-101, C.R.S. and is authorized to lease personal property pursuant to § 31-15-101(1)(d); and

**WHEREAS**, the Town has previously entered into that certain Master Equity Lease Agreement dated January 14, 2021 (“Lease Agreement”) with Enterprise FM Trust, a Delaware statutory trust (“EFM”); and

**WHEREAS**, the Town’s Public Works/Engineering Department intends to lease two (2) additional vehicles as generally described in Exhibit A attached hereto (the “Vehicles”); and

**WHEREAS**, the Board of Trustees has determined that the leasing of the Vehicles is for a valid public purpose and is essential to the operations of the Town; and

**WHEREAS**, the Board of Trustees desires to lease the Vehicles utilizing the terms of the Lease Agreement; and

**WHEREAS**, Town Staff has secured lease rate quotes for the Vehicles, specifically the following:

- Quote No. 7760917 dated 01/26/2024 from EFM (2023 Chevrolet Silverado 1500), and
- Quote No. 7777787 dated 02/02/2024 from EFM (2024 Nissan Frontier); and

**WHEREAS**, the obligation of the Town to pay the monthly rentals (as defined in the Lease Agreement) shall be from year to year only, shall constitute currently budgeted expenditures of the Town, shall not constitute a mandatory charge or requirements in any ensuing budget year, and shall not constitute a general obligation or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the Town within the meaning of any constitutional or statutory limitation or requirements concerning the creation of indebtedness, nor a mandatory payment obligation of the Town in any ensuing fiscal year beyond any fiscal year during which the Lease Agreement shall be in effect.

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

**Section 1. Determination of Need.** The Board of Trustees of the Town has determined that a true and real need exists for the acquisition of Vehicles described in Exhibit A.

**Section 2. Approval and Authorization.** The Board of Trustees of the Town of Mead hereby authorizes the persons identified in this Section 2 below to execute the Schedule(s) (as that term is utilized in the Lease Agreement) and other documents as necessary to secure the acquisition of the Vehicles pursuant to and in accordance with the terms of the Lease Agreement:

Authorized individuals:

Mayor Colleen Whitlow  
Town Manager Helen Migchelbrink  
Town Clerk/Town Treasurer Mary Strutt

The Board of Trustees further authorizes the persons identified above to execute Schedule(s) and other documents as necessary to secure vehicles substantially similar to the Vehicles identified in this Resolution if the specific Vehicle(s) identified in Quote No. 7760917 or Quote No. 7777787 are no longer available.

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

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

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

**INTRODUCED, READ, PASSED, AND ADOPTED THIS 12<sup>TH</sup> DAY OF FEBRUARY, 2024.**

**ATTEST:**

**TOWN OF MEAD:**

By: \_\_\_\_\_  
Mary E. Strutt, MMC, Town Clerk

By: \_\_\_\_\_  
Colleen G. Whitlow, Mayor

**Prepared For:** Town of Mead  
Strutt, Mary

**Date** 02/02/2024  
**AE/AM** JB0/JB0

**Unit #**

**Year** 2024 **Make** Nissan **Model** Frontier  
**Series** SV 4x4 Crew Cab 5 ft. box 126 in. WB

**Vehicle Order Type** Ordered **Term** 48 **State** CO **Customer#** 608136

\$ 40,133.00	Capitalized Price of Vehicle <sup>1</sup>
\$ 0.00 *	Sales Tax <u>0.0000%</u> <b>State</b> <u>CO</u>
\$ 891.53 *	Initial License Fee
\$ 200.00 *	Registration Fee
\$ 300.00 *	Other:Courtesy Delivery Fee
\$ 0.00 *	Capitalized Price Reduction
\$ 0.00 *	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive ( Taxable Incentive Total : \$0.00 )

**All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.**

**Order Information**

<b>Driver Name</b>	
<b>Exterior Color</b> (0 P) Glacier White	
<b>Interior Color</b> (0 I) Charcoal w/Premium Cloth Seat Trim	
<b>Lic. Plate Type</b> Government	
<b>GVWR</b> 0	

\$ 40,133.00	Total Capitalized Amount (Delivered Price)
\$ 662.19	Depreciation Reserve @ <u>1.6500%</u>
\$ 197.24	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) <sup>2</sup>
<b>\$ 859.43</b>	<b>Total Monthly Rental Excluding Additional Services</b>

**Additional Fleet Management**

Master Policy Enrollment Fees  
Commercial Automobile Liability Enrollment  
Liability Limit \$0.00

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
\$ 56.29	Full Maintenance Program <sup>3</sup> Contract Miles <u>40,000</u>	OverMileage Charge	<u>\$ 0.0864</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

**\$ 56.29 Additional Services SubTotal**

\$ 0.00 Sales Tax 5.9000% **State** CO

**\$ 915.72 Total Monthly Rental Including Additional Services**

\$ 8,347.88	Reduced Book Value at <u>48</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 10,000  
(Current market and vehicle conditions may also affect value of vehicle)  
(Quote is Subject to Customer's Credit Approval)

**Notes**

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

**ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.**

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

**LESSEE** Town of Mead

**BY** \_\_\_\_\_ **TITLE** \_\_\_\_\_ **DATE** \_\_\_\_\_

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

<sup>1</sup> Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

<sup>2</sup> Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

<sup>3</sup> The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.



**VEHICLE INFORMATION:**

2024 Nissan Frontier SV 4x4 Crew Cab 5 ft. box 126 in. WB - US

Series ID: 32214

**Pricing Summary:**

	<b>INVOICE</b>	<b>MSRP</b>
Base Vehicle	\$35,747	\$37,130.00
Total Options	\$2,816.00	\$3,180.00
Destination Charge	\$1,510.00	\$1,510.00
<b>Total Price</b>	<b>\$40,073.00</b>	<b>\$41,820.00</b>

**SELECTED COLOR:**

Exterior: QAK-(0 P) Glacier White  
 Interior: G-(0 I) Charcoal w/Premium Cloth Seat Trim

**SELECTED OPTIONS:**

<b>CODE</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>MSRP</b>
BED	Bed Under-Rail Lighting	Included	Included
BSW	Blind Spot Warning (BSW)	Included	Included
C03	50 State Emissions	NC	NC
G_03	(0 I) Charcoal w/Premium Cloth Seat Trim	NC	NC
HBA	High Beam Assist (HBA)	Included	Included
HEATED	Heated Front Seats	Included	Included
HFOG	Front Halogen Fog Lights	Included	Included
HITCH1	Trailer Hitch w/Wiring Harness	Included	Included
HMIRR	Heated Outside Mirrors	Included	Included
HSTEER	Heated Leather Steering Wheel	Included	Included
HVAC	HVAC - Dual-Zone Front Auto A/C	Included	Included
ICC	Intelligent Cruise Control (ICC)	Included	Included
IKEY	I-Key w/Request Switches on O/S Handles	Included	Included
ILLUM	Illuminated Locking Glove Box	Included	Included
K03	SV Convenience Package	\$1,939.00	\$2,190.00
LDW	Lane Departure Warning (LDW)	Included	Included
LINER	Spray-In Bedliner	Included	Included
LSHIFT	Leather Shift Lever	Included	Included
NONTR	Tires: P265/65R17 All Season	Included	Included
NONWL	Wheels: 17" Alloy	Included	Included
OVER	Overhead Console Storage (Sunglass Holder)	Included	Included
PAINT	Monotone Paint Application	STD	STD
POB	120V Power Outlet in Bed	Included	Included
PORCC	120V Power Outlet in Rear Center Console	Included	Included
QAK_02	(0 P) Glacier White	NC	NC
RAB	Rear Automatic Braking (RAB)	Included	Included
RCTA	Rear Cross Traffic Alert (RCTA)	Included	Included
REAR	Rear Sonar System	Included	Included
RES	Remote Engine Starter	Included	Included
SLRW	Sliding Rear Window	Included	Included
STDAX	3.692 Axle Ratio	STD	STD
STDEN	Engine: 3.8L DI DOHC 24-Valve V6	STD	STD
STDGV	GVWR: 6,012 lbs (2,727 kgs)	STD	STD

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<b>CODE</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>MSRP</b>
STDRD	Radio: SXM/AM/FM/AUX/USB Audio System	STD	STD
STDST	Front Bucket Seats	STD	STD
STDTM	Premium Cloth Seat Trim	STD	STD
STDTN	Transmission: 9-Speed Automatic w/Overdrive	STD	STD
TOW	Tow/Haul Mode Switch	Included	Included
TRACK	Utili-Track System	Included	Included
V01	Technology Package	\$877.00	\$990.00

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## CONFIGURED FEATURES:

### Body Exterior Features:

Number Of Doors: 4  
Rear Cargo Door Type: tailgate  
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors  
Skid Plates: skid plates  
Door Handles: body-coloured  
Front And Rear Bumpers: body-coloured front and rear bumpers with metal-look rub strip  
Rear Step Bumper: rear step bumper  
Front Tow Hooks: 2 front tow hooks  
Bed Liner: bed liner  
Box Style: regular  
Body Material: fully galvanized steel body material  
: class IV trailering with harness, hitch  
Grille: black w/body-colour surround grille

### Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning  
Air Filter: air filter  
Cruise Control: cruise control with steering wheel controls, distance pacing  
Power Windows: power windows with driver 1-touch down  
Remote Keyless Entry: keyfob (all doors) remote keyless entry  
Illuminated Entry: illuminated entry  
Integrated Key Remote: integrated key/remote  
Auto Locking: auto-locking doors  
Passive Entry: Intelligent Key proximity key  
Remote Engine Start: remote start - keyfob  
Steering Wheel: heated steering wheel with manual tilting  
Day-Night Rearview Mirror: day-night rearview mirror  
Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors  
Front Cupholder: front and rear cupholders  
Floor Console: full floor console with covered box  
Overhead Console: mini overhead console with storage  
Glove Box: illuminated locking glove box  
Driver Door Bin: driver and passenger door bins  
Rear Door Bins: rear door bins  
Seatback Storage Pockets: 1 seatback storage pockets  
Dashboard Storage: dashboard storage  
IP Storage: covered bin instrument-panel storage  
Rear Underseat Storage Tray: rear underseat storage tray  
Driver Footrest: driver's footrest  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 1 12V DC power outlet  
AC Power Outlet: 2 120V AC power outlet

### Entertainment Features:

radio: SiriusXM AM/FM/Satellite with seek-scan  
Radio Data System: radio data system  
Voice Activated Radio: voice activated radio  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 6 speakers  
1st Row LCD: 2 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: integrated roof antenna

### Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps  
Auto-Dimming Headlights: High Beam Assist (HBA) auto high-beam headlights  
Front Fog Lights: front fog lights  
Cab Clearance Lights: cargo bed light

Front Wipers: variable intermittent wipers  
Rear Window: sliding rear windshield  
Tinted Windows: deep-tinted windows  
Dome Light: dome light with fade  
Front Reading Lights: front reading lights  
Variable IP Lighting: variable instrument panel lighting  
Display Type: digital/analog appearance  
Tachometer: tachometer  
Voltmeter: voltmeter  
Low Tire Pressure Warning: tire specific low-tire-pressure warning  
Park Distance Control: rear parking sensors  
Trip Computer: trip computer  
Trip Odometer: trip odometer  
Lane Departure Warning: lane departure  
Blind Spot Sensor: blind spot  
Front Pedestrian Braking: front pedestrian detection  
Forward Collision Alert: forward collision  
Oil Pressure Gauge: oil pressure gauge  
Water Temp Gauge: water temp. gauge  
Clock: in-radio display clock  
Systems Monitor: driver information centre  
Rear Vision Camera: rear vision camera  
Oil Pressure Warning: oil-pressure warning  
Battery Warning: battery warning  
Lights On Warning: lights-on warning  
Key in Ignition Warning: key-in-ignition warning  
Low Fuel Warning: low-fuel warning  
Low Washer Fluid Warning: low-washer-fluid warning  
Door Ajar Warning: door-ajar warning  
Brake Fluid Warning: brake-fluid warning  
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes  
Number of ABS Channels: 4 ABS channels  
Brake Assistance: brake assist  
Brake Type: four-wheel disc brakes  
Vented Disc Brakes: front and rear ventilated disc brakes  
Spare Tire Type: full-size spare tire  
Spare Tire Mount: underbody mounted spare tire w/crankdown  
Driver Front Impact Airbag: driver and passenger front-impact airbags  
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
Overhead Airbag: curtain 1st and 2nd row overhead airbag  
Knee Airbag: knee airbag  
Rear Side Airbag: rear side-impact-impact airbag  
Occupancy Sensor: front passenger airbag occupancy sensor  
Height Adjustable Seatbelts: height adjustable front seatbelts  
Seatbelt Pretensioners: front and rear seatbelt pre-tensioners  
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt  
Side Impact Bars: side-impact bars  
Tailgate/Rear Door Lock Type: manual tailgate/rear door lock  
Rear Child Safety Locks: rear child safety locks  
Ignition Disable: immobilizer  
Security System: security system Vehicle Security System (VSS)  
Panic Alarm: panic alarm  
Electronic Stability: electronic stability  
Traction Control: ABS and driveline traction control  
Front and Rear Headrests: manual adjustable front head restraints  
AntiWhiplashFrontHeadrests: anti-whiplash front head restraints  
Rear Headrest Control: 2 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5

Front Bucket Seats: front bucket seats

Front Heated Cushion: driver and passenger heated-cushions

Front Heated Seatback: driver and passenger heated-seatbacks

Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments

Reclining Driver Seat: power reclining driver and manual reclining passenger seats

Driver Lumbar: manual driver and passenger lumbar support

Driver Height Adjustment: power height-adjustable driver and passenger seats

Driver Fore/Aft: power driver and passenger fore/aft adjustment

Front Centre Armrest Storage: front centre armrest

Rear Seat Type: rear 60-40 split-bench seat

Rear Folding Position: rear seat fold-up cushion

Rear Seat Armrest: rear seat centre armrest

Leather Upholstery: premium cloth front and rear seat upholstery

Door Trim Insert: leatherette door panel trim

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: leather shift knob

LeatherSteeringWheel: leather steering wheel

Interior Accents: chrome interior accents

Standard Engine:

Engine 310-hp, 3.8-liter V-6 (regular gas)

Standard Transmission:

Transmission 9-speed automatic w/ OD

**Prepared For:** Town of Mead  
Strutt, Mary

**Date** 01/26/2024  
**AE/AM** JB0/JB0

**Unit #**

**Year** 2023 **Make** Chevrolet **Model** Silverado 1500  
**Series** Work Truck 4x4 Crew Cab 5.75 ft. box 147.4 in. WB

**Vehicle Order Type** In-Stock **Term** 48 **State** CO **Customer#** 608136

\$ 46,137.08	Capitalized Price of Vehicle <sup>1</sup>
\$ 0.00 *	Sales Tax <u>0.0000%</u> <b>State</b> <u>CO</u>
\$ 1,133.12 *	Initial License Fee
\$ 200.00 *	Registration Fee
\$ 0.00 *	Other:Courtesy Delivery Fee
\$ 0.00 *	Capitalized Price Reduction
\$ 0.00 *	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive ( Taxable Incentive Total : \$0.00 )

**All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.**

**Order Information**

<b>Driver Name</b>	
<b>Exterior Color</b>	(0 P) Summit White
<b>Interior Color</b>	(0 I) Jet Black w/Cloth Seat Trim
<b>Lic. Plate Type</b>	Government
<b>GVWR</b>	0

\$ 46,137.08	Total Capitalized Amount (Delivered Price)
\$ 692.06	Depreciation Reserve @ <u>1.5000%</u>
\$ 262.96	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) <sup>2</sup>
<b>\$ 955.02</b>	<b>Total Monthly Rental Excluding Additional Services</b>

**Additional Fleet Management**

	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>
\$ 0.00	Physical Damage Management
\$ 55.77	Full Maintenance Program <sup>3</sup> Contract Miles <u>40,000</u>

Comp/Coll Deductible	<u>0 / 0</u>
OverMileage Charge	<u>\$ 0.0864</u> Per Mile
# Tires <u>0</u>	Loaner Vehicle Not Included

**\$ 55.77 Additional Services SubTotal**

\$ 0.00	Sales Tax <u>5.9000%</u>	<b>State</b> <u>CO</u>
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**\$ 1,010.79 Total Monthly Rental Including Additional Services**

\$ 12,918.20	Reduced Book Value at <u>48</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 10,000  
(Current market and vehicle conditions may also affect value of vehicle)  
(Quote is Subject to Customer's Credit Approval)

**Notes**

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

**ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.**

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

**LESSEE** Town of Mead

<b>BY</b>	<b>TITLE</b>	<b>DATE</b>
-----------	--------------	-------------

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

<sup>1</sup> Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

<sup>2</sup> Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

<sup>3</sup> The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

**VEHICLE INFORMATION:**

2023 Chevrolet Silverado 1500 Work Truck 4x4 Crew Cab 5.75 ft. box 147.4 in. WB - US

Series ID: CK10543

**Pricing Summary:**

	<b>INVOICE</b>	<b>MSRP</b>
Base Vehicle	\$43,533.3	\$45,300.00
Total Options	\$4,745.65	\$5,215.00
Destination Charge	\$1,895.00	\$1,895.00
<b>Total Price</b>	<b>\$50,173.95</b>	<b>\$52,410.00</b>

**SELECTED COLOR:**

Exterior: GAZ-(0 P) Summit White  
 Interior: H1T-(0 I) Jet Black w/Cloth Seat Trim

**SELECTED OPTIONS:**

<b>CODE</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>MSRP</b>
1WT	Preferred Equipment Group 1WT	NC	NC
A68	Rear 60/40 Folding Bench Seat (Folds Up)	Included	Included
ACCESS	Chevrolet Connected Access Capable	Included	Included
AED	Power Front Windows w/Passenger Express Down	Included	Included
AEQ	Power Rear Windows w/Express Down	Included	Included
AKO	Deep-Tinted Glass	Included	Included
AKP	Solar Absorbing Tinted Glass	Included	Included
AQQ	Remote Keyless Entry	Included	Included
AXG	Power Front Windows w/Driver Express Up/Down	Included	Included
AZ3	40/20/40 Front Split-Bench Seat	Included	Included
BG9	Rubberized-Vinyl Floor Covering	Included	Included
BLUE	Bluetooth For Phone	Included	Included
C49	Electric Rear-Window Defogger	Included	Included
C5Y	GVWR: 7,100 lbs (3,221 kg)	Included	Included
CLOTH	Cloth Seat Trim	NC	NC
COMP	Compass	Included	Included
CTT	Hitch Guidance	Included	Included
D31	Inside Rearview Mirror w/Tilt	Included	Included
DLF	Heated Power-Adjustable Outside Mirrors	Included	Included
DP6	High Gloss Black Mirror Caps	Included	Included
FE9	Federal Emissions Requirements	NC	NC
G80	Auto-Locking Rear Differential	\$359.45	\$395.00
GAZ_01	(0 P) Summit White	NC	NC
GU5	3.23 Rear Axle Ratio	Included	Included
H1T_01	(0 I) Jet Black w/Cloth Seat Trim	NC	NC
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD
JL1	Integrated Trailer Brake Controller	\$250.25	\$275.00
K34	Electronic Cruise Control	Included	Included
KC4	External Engine Oil Cooler	Included	Included
KC9	120-Volt Bed Mounted Power Outlet	Included	Included
KI4	120-Volt Instrument Panel Power Outlet	\$204.75	\$225.00
KNP	Auxiliary External Transmission Oil Cooler	Included	Included
KW7	170 Amp Alternator	Included	Included

CODE	DESCRIPTION	INVOICE	MSRP
L84	Engine: 5.3L EcoTec3 V8	\$1,451.45	\$1,595.00
MHT	Transmission: 10-Speed Automatic (MHT)	Included	Included
N33	Manual Tilt Wheel Steering Column	Included	Included
NP0	Single-Speed Transfer Case	Included	Included
PAINT	Solid Paint	STD	STD
PCV	WT Convenience Package	Included	Included
PEB	WT Value Package	\$627.90	\$690.00
PED	Chevy Safety Assist	Included	Included
PPW	Wireless Phone Projection	Included	Included
PQA	WT Safety Package	\$941.85	\$1,035.00
PRF	3 Years of Remote Access	NC	NC
QDV	Tires: 265/70R17 AT BW	\$182.00	\$200.00
QK1	Standard Tailgate	Included	Included
QT5	EZ Lift Power Lock & Release Tailgate	\$136.50	\$150.00
R7N	Not Equipped w/Steering Column Lock	-\$45.50	-\$50.00
RD6	Wheels: 17" x 8" Ultra Silver Painted Steel	Included	Included
RFO	Not Equipped w/Rear USB Ports	NA	NA
TQ5	IntelliBeam Automatic High Beam On/Off	Included	Included
U12	Perimeter Lighting	Included	Included
U2K	SiriusXM Radio	\$91.00	\$100.00
UD7_	Rear Park Assist	Included	Included
UDC	3.5" Monochromatic Display Driver Info Center	Included	Included
UE1	OnStar & Chevrolet Connected Services Capable	\$432.25	\$475.00
UE4	Following Distance Indicator	Included	Included
UEU	Forward Collision Alert	Included	Included
UF2	LED Cargo Area Lighting	\$113.75	\$125.00
UFB	Rear Cross Traffic Alert-Braking	Included	Included
UHX	Lane Keep Assist w/Lane Departure Warning	Included	Included
UHY	Automatic Emergency Braking	Included	Included
UKC	Lane Change Alert w/Side Blind Zone Alert	Included	Included
UKJ	Front Pedestrian Braking	Included	Included
UKK	Rear Pedestrian Alert	Included	Included
UQF	6-Speaker Audio System	Included	Included
UVB	HD Rear Vision Camera	Included	Included
V46	Front Chrome Bumper	Included	Included
V76	Front Frame-Mounted Black Recovery Hooks	Included	Included
VJH	Rear Chrome Bumper	Included	Included
VV4	Wi-Fi Hot Spot Capable	Included	Included
Z82	Trailer Package	Included	Included
Z85	Standard Suspension Package	STD	STD



## CONFIGURED FEATURES:

### Body Exterior Features:

Number Of Doors: 4  
Rear Cargo Door Type: tailgate  
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors  
Convex Driver Mirror: convex driver and passenger mirror  
Door Handles: black  
Front And Rear Bumpers: chrome front and rear bumpers with black rub strip  
Rear Step Bumper: rear step bumper  
Front Tow Hooks: 2 front tow hooks  
Box Style: regular  
Body Material: galvanized steel/aluminum body material  
: class IV trailering with harness, hitch, brake controller  
Grille: black grille

### Convenience Features:

Air Conditioning: manual air conditioning  
Console Ducts: console ducts  
Cruise Control: cruise control with steering wheel controls  
Power Windows: power windows with front and rear 1-touch down  
Remote Keyless Entry: keyfob (all doors) remote keyless entry  
Illuminated Entry: illuminated entry  
Integrated Key Remote: integrated key/remote  
Auto Locking: auto-locking doors  
Passive Entry: proximity key  
Trunk FOB Controls: keyfob trunk/hatch/door release  
Steering Wheel: steering wheel with manual tilting  
Day-Night Rearview Mirror: day-night rearview mirror  
Front Cupholder: front cupholder  
Overhead Console: mini overhead console with storage  
Glove Box: locking glove box  
Driver Door Bin: driver and passenger door bins  
Rear Door Bins: rear door bins  
Seatback Storage Pockets: 2 seatback storage pockets  
Dashboard Storage: dashboard storage  
IP Storage: covered bin instrument-panel storage  
Front Underseat Storage Tray: locking front underseat storage tray  
Driver Footrest: driver's footrest  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 1 12V DC power outlet  
AC Power Outlet: 2 120V AC power outlet

### Entertainment Features:

radio: SiriusXM AM/FM/Satellite with seek-scan  
Radio Data System: radio data system  
Speakers: 6 speakers  
Internet Access: Wi-Fi Hotspot capable internet access  
1st Row LCD: 1 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: fixed antenna

### Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps  
Auto-Dimming Headlights: IntelliBeam auto high-beam headlights  
Cab Clearance Lights: cargo bed light  
Front Wipers: variable intermittent wipers  
Rear Window Defroster: rear window defroster  
Tinted Windows: deep-tinted windows  
Dome Light: dome light with fade  
Front Reading Lights: front and rear reading lights

Variable IP Lighting: variable instrument panel lighting  
Display Type: analog appearance  
Tachometer: tachometer  
Voltmeter: voltmeter  
Compass: compass  
Exterior Temp: outside-temperature display  
Low Tire Pressure Warning: tire specific low-tire-pressure warning  
Park Distance Control: UltraSonic rear parking sensors  
Trip Computer: trip computer  
Trip Odometer: trip odometer  
Lane Departure Warning: lane departure  
Blind Spot Sensor: blind spot  
Front Pedestrian Braking: front pedestrian detection  
Following Distance Indicator: following distance alert  
Forward Collision Alert: forward collision  
Oil Pressure Gauge: oil pressure gauge  
Water Temp Gauge: water temp. gauge  
Engine Hour Meter: engine hour meter  
Clock: in-radio display clock  
Systems Monitor: driver information centre  
Check Control: redundant digital speedometer  
Rear Vision Camera: rear vision camera  
Oil Pressure Warning: oil-pressure warning  
Water Temp Warning: water-temp. warning  
Battery Warning: battery warning  
Low Oil Level Warning: low-oil-level warning  
Low Coolant Warning: low-coolant warning  
Lights On Warning: lights-on warning  
Key in Ignition Warning: key-in-ignition warning  
Low Fuel Warning: low-fuel warning  
Low Washer Fluid Warning: low-washer-fluid warning  
Door Ajar Warning: door-ajar warning  
Brake Fluid Warning: brake-fluid warning  
Turn Signal On Warning: turn-signal-on warning  
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning  
Brake Pad Wear: brake pad wear

Safety And Security:

ABS four-wheel ABS brakes  
Number of ABS Channels: 4 ABS channels  
Brake Assistance: brake assist  
Brake Type: four-wheel disc brakes  
Vented Disc Brakes: front and rear ventilated disc brakes  
Daytime Running Lights: daytime running lights  
Spare Tire Type: full-size spare tire  
Spare Tire Mount: underbody mounted spare tire w/crankdown  
Driver Front Impact Airbag: driver and passenger front-impact airbags  
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
Overhead Airbag: curtain 1st and 2nd row overhead airbag  
Occupancy Sensor: front passenger airbag occupancy sensor  
Seatbelt Pretensioners: front seatbelt pre-tensioners  
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt  
Side Impact Bars: side-impact bars  
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights  
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks  
Rear Child Safety Locks: rear child safety locks  
Ignition Disable: immobilizer  
Panic Alarm: panic alarm  
Electronic Stability: StabiliTrak w/Proactive Roll Avoidance electronic stability stability control with anti-roll  
Traction Control: ABS and driveline traction control

Front and Rear Headrests: manual adjustable front head restraints

Rear Headrest Control: 2 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6

Front Bucket Seats: front split-bench 40-20-40 seats

Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments

Reclining Driver Seat: manual reclining driver and passenger seats

Driver Fore/Aft: manual driver and passenger fore/aft adjustment

Front Centre Armrest Storage: front centre armrest with storage

Rear Seat Type: rear 60-40 split-bench seat

Rear Folding Position: rear seat fold-up cushion

Leather Upholstery: cloth front and rear seat upholstery

Door Trim Insert: vinyl door panel trim

Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Cabback Insulator: cabback insulator

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Interior Accents: chrome interior accents

Standard Engine:

Engine 355-hp, 5.3-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and auto-manual



## Agenda Item Summary

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MEETING DATE: February 12, 2024

SUBJECT: **Resolution No. 15-R-2024** – A Resolution of the Town of Mead, Colorado, Approving an Amended and Restated Agreement for Legal Services with the Law Firm of Michow Guckenberger McAskin LLP to Provide Legal Services to the Town of Mead

PRESENTED BY: Helen Migchelbrink, Town Manager

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### SUMMARY

---

The Board of Trustees (“Board”) appointed Marcus McAskin as Town Attorney effective April 30, 2018 by Resolution No. 40-R-2018. Mr. McAskin was reappointed in 2020 and 2022. Due to Mr. McAskin’s appointment, the Board entered into an Agreement for Legal Services with the law firm of Michow Cox & McAskin, LLP, dated May 14, 2018. Effective October 1, 2023, Michow Cox & McAskin LLP began doing business under a new name: Michow Guckenberger McAskin, LLP (“MGM”). The Town wishes to continue to retain MGM to provide legal services to the Town.

The attached Resolution approves an amended agreement for legal services with MGM. The Agreement designates Marcus McAskin as Town Attorney and Kathie Guckenberger as Deputy Town Attorney and sets the monthly compensation rate for General Legal Services at \$18,500.00.

### FINANCIAL CONSIDERATIONS

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The approved 2024 budget for legal services includes an adequate amount for the services to be provided according to the attached agreement. General Legal Services will be compensated at \$18,500.00 per month. Other legal and planning legal services will be billed in accordance with the rates set forth in Exhibit A of the Agreement.

### STAFF RECOMMENDATION/ACTION REQUIRED

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A motion to approve the February 12, 2024 consent agenda will approve the Resolution. If the Resolution is removed from the consent agenda for additional discussion or questions for Staff, a suggested motion is set forth below:

“I move to adopt Resolution No. 15-R-2024 – A Resolution of the Town of Mead, Colorado, Approving an Amended and Restated Agreement for Legal Services with the Law Firm of Michow Guckenberger McAskin LLP to Provide Legal Services to the Town of Mead.”

### ATTACHMENTS

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Resolution No. 15-R-2024

**TOWN OF MEAD, COLORADO  
RESOLUTION NO. 15-R-2024**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING AN AMENDED AND RESTATED AGREEMENT FOR LEGAL SERVICES WITH THE LAW FIRM OF MICHOW GUCKENBERGER MCASKIN LLP TO PROVIDE LEGAL SERVICES TO THE TOWN OF MEAD**

**WHEREAS**, pursuant to Section 31-15-101, C.R.S., the Board of Trustees of the Town of Mead has the authority to enter into contracts; and

**WHEREAS**, Sec. 2-3-70 of the Mead Municipal Code requires the Board of Trustees to appoint a Town Attorney; and

**WHEREAS**, Marcus McAskin has served as the Town Attorney since his appointment in mid-2018; and

**WHEREAS**, by and through Resolution No. 91-R-2022 dated November 28, 2022, the Board of Trustees reappointed Mr. McAskin as the Town Attorney; and

**WHEREAS**, effective October 1, 2023, the law firm of Michow Cox & McAskin LLP began doing business under a new name, to wit: Michow Guckenberger McAskin LLP (“MGM”); and

**WHEREAS**, the Town wishes to continue to retain MGM for the purpose of providing legal representation for the Town; and

**WHEREAS**, a copy of MGM’s amended and restated agreement for legal services (the “Agreement”) is attached and incorporated into this Resolution as **Exhibit A**; and

**WHEREAS**, the Board of Trustees desire to approve the Agreement and further desires to authorize the Mayor to execute the Agreement on behalf of the Town.

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

**Section 1.** The Board of Trustees hereby: (a) approves the Agreement in the form attached hereto as **Exhibit A**; and (b) authorizes the Mayor to execute the same on behalf of the Town.

**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 12<sup>th</sup> DAY OF FEBRUARY, 2024.**

**ATTEST:**

**TOWN OF MEAD**

By: \_\_\_\_\_  
Mary E. Strutt, MMC, Town Clerk

By: \_\_\_\_\_  
Colleen G. Whitlow, Mayor

**EXHIBIT**

**Amended and Restated Agreement for Legal Services (Michow Guckenberger McAskin LLP)**

*[See Attached]*

**AMENDED AND RESTATED AGREEMENT FOR LEGAL SERVICES  
TOWN OF MEAD, COLORADO**

**THIS AMENDED AND RESTATED AGREEMENT FOR LEGAL SERVICES** (“Agreement”) is made by and between **MICHOW GUCKENBERGER MCASKIN LLP**, a Colorado limited liability partnership with its principal place of business at 5299 DTC Boulevard, Suite 300, Greenwood Village, Colorado 80111 (the “Firm”), and the **TOWN OF MEAD**, a statutory town of the State of Colorado, with offices at 441 Third Street, Mead, CO 80542 (the “Town”) (each, a “Party” and together, the “Parties”). Following mutual execution hereof by the Parties, this Agreement shall be effective March 1, 2024 (“Effective Date”).

**WITNESSETH:**

WHEREAS, the Town retained the law firm of Michow Cox & McAskin LLP, a Colorado limited liability partnership, pursuant to that certain Agreement for Legal Services approved by the Town Board of Trustees (“Town Board”) by Resolution No. 41-R-2018 dated May 14, 2018 (“Original Agreement”); and

WHEREAS, Marcus McAskin was appointed as Town Attorney by Resolution No. 40-R-2018, and has been reappointed as Town Attorney by Resolutions No. 54-R-2020 dated April 27, 2020 and Resolution No. 91-R-2022 dated November 28, 2022; and

WHEREAS, effective October 1, 2023, Michow Cox & McAskin LLP began doing business under a new name, to wit: Michow Guckenberger McAskin LLP; and

WHEREAS, the Town wishes to continue to retain the Firm for the purpose of providing legal representation for the Town, and the Firm wishes to continue to provide such representation,

NOW, THEREFORE, for the consideration herein expressed, it is agreed as follows between the Town and the Firm:

**1. APPOINTMENT OF GENERAL LEGAL COUNSEL**

- A. The Firm is engaged and appointed as general legal counsel to represent and advise the Town with respect to all legal matters. The Parties specifically intend that this Agreement shall replace and supersede the Original Agreement in its entirety, including any amendments thereto, as of the Effective Date.
- B. Marcus McAskin is hereby designated and appointed as the Town Attorney for the Town of Mead and Kathie Guckenberger is designated and appointed as the Deputy Town Attorney for the Town. The Firm may change the designation of the attorney to serve as the Town Attorney only



with the express written consent of the Town. The Firm may represent to third parties and identify in Firm advertising and other Firm-sponsored materials that the Firm serves or represents the Town as the Town Attorney unless the Town specifically directs the Firm not to make such representation on a particular matter or to a particular party.

- C. The Firm may use other qualified attorneys to assist the Town Attorney and provide legal services to the Town as deemed appropriate by the Town Attorney after advising the Town Manager and the Town Board. Such additional attorneys may be deemed “Assistant Town Attorneys” for such purposes. The Town has the right to reasonably reject the assignment of any Firm-selected assisting attorney.
- D. The Town grants to the Town Attorney and the Assistant Town Attorneys the power to execute documents connected with the representation of the Town, including pleadings, applications, protests, contracts, commercial papers, settlement agreements and releases, verifications, dismissals, orders, and all other documents, and to represent the Town in matters associated with providing legal services to the Town.
- E. Town Designated Representatives. The Town Board hereby designates the Mayor and Town Manager to serve as the primary points of contact with the Town Attorney to coordinate the provision of legal services to the Town.

2. **SCOPE OF GENERAL LEGAL SERVICES**

- A. The Firm shall provide general legal services (“General Legal Services”) to the Town, including but not limited to:
  - i. Reviewing and preparing staff reports, ordinances, resolutions, agreements, deeds, leases, easements and other routine Town documents;
  - ii. Attending all regular and special meetings and study sessions of the Town Board and other board and commission meetings and staff meetings as requested and scheduled;
  - iii. Enforcing and providing legal advice regarding enforcement of Town ordinances, zoning and building standards through administrative or judicial proceedings;
  - iv. Legal work pertaining to property acquisition (excluding eminent domain) and disposal, right-of-way vacations and other issues, easements, construction and maintenance of public improvements and other real property matters;
  - v. Monitoring and advising the Town of new legislation and court decisions affecting municipalities;

- vi. Providing legal advice on personnel matters and employment law;
  - vii. Providing legal advice and support to The Town Board, Town administrative personnel, Town departments, boards and commissions; and
  - viii. Coordinating outside legal counsel services on behalf of the Town.
- B. The Firm shall provide services outside of the scope of General Legal Services only upon pre-authorization from the Town Manager or Mayor. Legal services excluded from General Legal Services include:
- i. Planning/land development legal review for which the Town will receive reimbursement from developers or applicants;
  - ii. Litigation;
  - iii. Administrative hearings before state and other agencies or entities; and
  - iv. Specialized legal services such as eminent domain or special projects requiring substantial legal resources of the Firm.
- C. The Town reserves the right to engage special legal counsel on any matter deemed appropriate by the Town, following consultation with the Firm, to advise the Town or to assist the Firm.
- D. The Firm may recommend hiring special legal counsel with special knowledge and expertise to represent the Town or assist the Firm when it deems reasonable and in the best interest of the Town and in cases where a conflict of interest precludes involvement of the Firm.
- E. Although the Firm actively seeks to avoid potential for conflicts, the Town understands and recognizes that unanticipated conflicts may arise that could impair the ability of the Town Attorney and the Firm to represent the Town on specific legal matters. In such event, the Town Attorney shall comply with the requirements of the Colorado Rules of Professional Conduct in addressing such conflict with the Town. The Parties understand that the Town is not obligated to waive any conflict, and where a waiver by the Town is not granted or the Town Attorney is otherwise legally precluded from representing the Town, the Town Attorney shall, in consultation with the Town Manager and the Mayor, assign such matter to outside legal counsel.

### 3. COMPENSATION

- A. Commencing on the Effective Date of March 1, 2024, the Town shall compensate the Firm at a base rate of Eighteen Thousand Five Hundred Dollars (\$18,500.00) per calendar month for General Legal Services (“Base Amount”), prorated for any partial months of service. Such monthly compensation represents an approximate total hourly commitment of between seventy-five (75) to ninety (90) hours each calendar month for the Town Attorney and other Firm attorneys. For services performed outside the scope of General Legal Services, the Town shall pay the Firm for such legal services at the Firm’s then standard hourly billing rates, subject to pre-authorization as set forth in Section 2(B) above. Legal services pertaining to specific planning and land development applications for which the Town passes through its consultant and legal review fees to an applicant/developer for payment, are charged at different billing rates as identified in the Firm’s 2024 billing rates, as set forth and included in **Exhibit A** attached hereto.
- B. In addition to the Base Amount, the Town shall compensate the Firm for out-of-pocket fees and costs incurred on the Town’s behalf, including but not limited to database access charges for electronic legal research, court filing fees, service of process, expert witness fees (only as pre-authorized by the Town), court reporter fees, transcript fees, recording fees, title company’s fees for reports of title, and publication fees. Such fees will be billed to the Town at the Firm’s cost without mark-up.
- C. In addition to the Base Amount, the Town shall compensate the Firm for mileage expenses for personal use of private vehicles used by the Town Attorney, other Firm attorneys and paralegals for travel incurred in the direct and exclusive performance of services for the Town. Mileage shall be charged at the Firm’s standard mileage rate (not to exceed U.S. Internal Revenue Service published business travel mileage allowance).
- D. The Firm shall submit monthly invoices to the Town for General Legal Services in the Base Amount and for any additional legal services performed outside the scope of General Legal Services, plus any fees and costs incurred as specified in Section 3(A), 3(B) and 3(C) above.
- E. The Town shall pay all undisputed invoices submitted by the Firm within thirty (30) days of receipt of the invoice.
- F. The Firm shall maintain the Base Amount and other billing rates set forth in this Agreement without increase until December 31, 2024. The Firm evaluates its billing rates annually and may adjust the Base Amount or the

Firm's hourly rates set forth in **Exhibit A** no more than once annually, unless otherwise agreed to between the Town Board and the Firm. The Firm shall provide the Town with at least ninety (90) days' prior written notice of any such rate or Base Amount adjustment. Such written notice shall contain a new **Exhibit A** that will supersede the rates and Base Amount set forth herein as of the effective date of the rate adjustment.

4. **AVAILABILITY**

- A. The Town Attorney shall routinely attend all regular and special Town Board meetings and study sessions, unless otherwise excused from attendance.
- B. The Deputy Town Attorney shall be available to render the services whenever the Town Attorney is unavailable.
- C. The Town Attorney or Deputy Town Attorney shall assign one or more Assistant Town Attorneys to be available to render the services whenever the Town Attorney or Deputy Town Attorney are unavailable.
- D. Upon written request of the Town Manager, the Town Attorney shall cooperate with the Town to establish office hours at Town Hall (or Town offices) no less than eight (8) hours per week, pursuant to a schedule to be mutually agreed upon by the Town Attorney and the Town Manager. The Parties agree that the eight (8) hour per week schedule will normally consist of two (2) four-hour on-site periods per week (the "On-Site Office Hours"), unless otherwise agreed to by the Town Attorney and Town Manager. The Parties agree that if the On-Site Office Hours are established, the Base Amount set forth in Section 3(A) will be increased by one thousand dollars (\$1,000.00), prorated for any partial months of service, unless a different amount is agreed to by the Parties in writing.

5. **INDEPENDENT CONTRACTOR**

In performing the services specified herein, the Firm is acting as an independent contractor. Its attorneys will adhere to the Colorado Rules of Professional Conduct as approved and adopted by the Colorado Supreme Court, as they may be changed or revised from time to time. The following disclosure is provided in accordance with Colorado law:

**THE FIRM ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS THE FIRM OR SOME ENTITY OTHER THAN THE TOWN PROVIDES SUCH BENEFITS. THE FIRM FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION**

**BENEFITS. THE FIRM ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.**

**6. TERM AND TERMINATION**

- A. This Agreement shall be effective on the Effective Date and shall expire when terminated by either Party in accordance with this Section 6.
- B. This Agreement may be terminated by either Party, upon written notice, without cause or reason upon thirty (30) days written notice to the non-terminating Party. During such period following notice and prior to termination, the Parties shall coordinate the transition of legal services and transfer of Town files held by the Firm. In the event the Town gives notice of unilateral termination of this Agreement, the Firm shall be entitled to compensation as provided in this Agreement for legal services performed during the notice period prior to termination.
- C. Nothing in this Section shall preclude or prevent the Parties from modifying any notice requirement or term of notice or negotiating other terms for a mutually acceptable termination.

**7. MISCELLANEOUS PROVISIONS**

- A. Document Retention. The Town acknowledges that files created and compiled by the Firm for work on the Town's matters, including notes, correspondence, pleadings, research, and documents prepared by the Firm, will not be kept indefinitely. The Firm's Document Retention Policy is attached to this Agreement as **Exhibit B**.
- B. Arbitration. Although the Parties do not expect that any dispute will arise between them, in the unlikely event of any dispute under this Agreement, including a dispute regarding the amount of legal fees or costs owed to the Firm or the quality of the Firm's services, including any claim of malpractice, such dispute shall be subject to binding arbitration. The Town and the Firm acknowledge that they are waiving their right to seek remedies in court, including the right to a jury trial. This clause does not prevent the Town and the Firm from trying to resolve any dispute through voluntary mediation, but there is no requirement to do so.

Any dispute concerning fees or costs or concerning the quality of the Firm's services, including malpractice claims, shall be submitted to a single arbitrator and the decision of the arbitrator shall be final and binding on both parties. A final judgment can be entered on the arbitration award by a court of competent jurisdiction. The arbitrator shall be selected from the Judicial

Arbiter Group, Denver, Colorado, unless the parties agree otherwise. If the parties do not agree on the selection of a single arbitrator within ten days after a demand for arbitration is made, then the arbitrator shall be selected by the Judicial Arbiter Group from among its available professionals.

All arbitrations shall be held in Denver, Colorado, unless the parties mutually agree on some other location. All arbitrations shall proceed under the Commercial Arbitration Rules of the American Arbitration Association, except as modified in this Agreement, unless otherwise agreed by the parties. The arbitrator shall have the discretion to order that the costs of arbitration, fees (including expert witness and reasonable attorneys' fees), and other costs shall be borne by the losing party. Any filing fees or other administrative costs of arbitration shall be divided equally between the Town and the Firm. Arbitration of all disputes, and the outcome of the arbitration, to the extent legally permissible, shall remain confidential between the parties.

- C. Privacy Policy. The Firm's "Privacy Policy Notice" is attached to this Agreement as **Exhibit C**. The Firm will conduct its representation of the Town in accordance with this policy.
- D. Non-Discrimination. During the performance of this Agreement, the Firm shall:
  - i. Not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual orientation, age, military service, veteran status, marital status, national origin, or disability.
  - ii. Comply with all state and federal laws, regulations and executive orders regarding non-discrimination applicable to the Town and its programs.
- E. Assignment. This Agreement for services is personal to the Parties hereto and shall not be assigned by either Party.

*[signature page follows]*

[signature page to Amended and Restated Agreement for Legal Services]

**TOWN OF MEAD**

By: \_\_\_\_\_  
Colleen G. Whitlow, Mayor

Date executed: \_\_\_\_\_, 2024

ATTEST:

\_\_\_\_\_  
Mary E. Strutt, MMC, Town Clerk

**MICHOW GUCKENBERGER MCASKIN  
LLP**, a Colorado limited liability  
partnership

By: \_\_\_\_\_  
Marcus McAskin, Partner

Date executed: \_\_\_\_\_, 2024

**EXHIBIT A**

**MICHOW GUCKENBERGER MCASKIN LLP**  
**ATTORNEY RATES FOR LEGAL SERVICES**

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Base Rate for General Legal Services (*on and after 03.01.2024*): \$ 18,500.00

**GENERAL COUNSEL LEGAL SERVICES (2024)**

Partner	\$250.00
Senior Associate/Of Counsel	\$225.00
Associate	\$200.00
Paralegal/Research Professional	\$100.00

**PLANNING LEGAL SERVICES (2024)**

For development/land use applications for which the Town passes through consultant and legal review fees to the applicant/developer for payment, the Firm charges the following hourly billing rates:

Partner	\$300.00
Senior Associate/Of Counsel	\$290.00
Associate	\$260.00
Paralegal/Research Professional	\$110.00



## EXHIBIT B

### MICHOW GUCKENBERGER MCASKIN LLP

#### DOCUMENT RETENTION POLICY

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The Town of Mead (“Client”) is advised that the files created and compiled by the Firm for work on Client matters, including notes, correspondence, pleadings, research, and any other documents prepared by the Firm, will not be retained indefinitely. Upon the Client’s request, we will return Client files to the Client or its designee once a matter is concluded, so long as the Client has paid all fees and costs owed to the Firm and reasonably necessary to transfer such files. We may retain copies of all or any portion of the Client’s file duplicated at our expense. If the Client does not request Client files, we will keep the files and information therein for a minimum of thirty (30) days after the conclusion or termination of representation, after which we may retain, destroy, or otherwise dispose of them as we deem appropriate.

The Firm generally keeps Client records electronically. As a general matter, once documents are part of our electronic records, we will destroy all paper documents provided to us, unless the Client provides express written instructions otherwise. Notwithstanding the foregoing, we will not destroy: (i) original documents entrusted to us for continued representation as part of our services; or (ii) any documents that the Client is obligated by law to retain.

## EXHIBIT C

### MICHOW GUCKENBERGER MCASKIN LLP

#### PRIVACY POLICY NOTICE

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Attorneys, like other professionals, who advise on certain personal matters, are required by federal law to inform their clients of their policies regarding privacy of client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by federal law. Maintaining your trust and confidence is a high priority to our law firm. The purpose of this notice is to comply with the federal law by explaining our privacy policy with respect to your personal information.

#### **NONPUBLIC PERSONAL INFORMATION WE COLLECT:**

In the course of providing services to our clients, we collect personal and financial information about our clients that is not available to the public and which is provided to us by our clients or obtained by us with their authorization or consent.

#### **PRIVACY POLICY:**

As a current or former client of Michow Guckenberger McAskin LLP, please be assured that all nonpublic personal information that we receive from you is held in confidence, and is not released to people outside the firm, except as agreed to by you, or as is permitted or required by law and applicable ethics rules.

#### **CONFIDENTIALITY AND SECURITY:**

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. We restrict access to nonpublic, personal information about you to those people in the firm who need to know that information to provide services to you (and their support personnel). In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards as well as federal regulations.

Please call the attorney you work with if you have any questions. Your privacy, our professional ethics, and the ability to provide you with quality service are very important to us.



## Agenda Item Summary

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MEETING DATE: February 12, 2024

SUBJECT: **Resolution No. 16-R-2024** – A Resolution of the Town of Mead, Colorado, Approving the Fifth Amendment to the Agreement for Professional Services By and Between the Town of Mead and Professional Management Systems, S Corp, a Colorado Corporation (dba Professional Management Solutions), for Financial Services

PRESENTED BY: Mary Strutt, Administrative Services Director

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### SUMMARY

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The Town has contracted with Professional Management Systems (the “Consultant”) to provide financial services since November 2019 under a professional services agreement (“PSA”). The term of the PSA has previously been extended to December 31, 2023.

In December, 2023, the Town released a Request for Proposal 2023-04 Admin – Request of Proposals Municipal Financial Services (“RFP”). Two qualified bidders responded to the RFP by the January 26, 2024 deadline. Staff reviewed the proposals recommends the selection of the Consultant to continue to provide financial services to the Town of Mead.

The attached resolution and proposed Fifth Amendment to the PSA extends the term of the PSA through December 31, 2024. The Fifth Amendment also makes the following amendments to the PSA:

- Increases the Not to Exceed amount (“NTE Amount”) for Consultant services provided in calendar year 2023 to \$95,500.00. The increase of \$12,642.50 is related to the late receipt of the Town’s 2022 financial audit and work performed by the Consultant in consultation with the auditing firm to finalize the 2022 audit.
- Adjusts the Consultant’s monthly base hours to forty-four (44) at a rate of \$ 5,280 per month based on the needs of the Town.
- Establishes a NTE Amount for Consultant services in calendar year 2024 of \$99,100.00.

### FINANCIAL CONSIDERATIONS

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The approved 2024 budget for consultants includes an adequate amount for the services to be provided by the Consultant in 2024. The Consultant’s hourly rate has not changed. The monthly base hours has been reduced based on the ongoing needs of the Town. It is anticipated that the Consultant will exceed the base monthly hours for work related to assisting with preparation of the 2025 budget and the Town’s 2023 financial audit. All services are currently anticipated to be completed within the NTE Amount of \$99,100.00 (for calendar year 2024).

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## STAFF RECOMMENDATION/ACTION REQUIRED

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A motion to approve the February 12, 2024 consent agenda will approve this item. If the resolution is removed from the consent agenda, the suggested motion is:

“I move to adopt Resolution No. 16-R-2024 – A Resolution of the Town of Mead, Colorado, approving the Fifth Amendment to the Agreement for Professional Services by and between the Town of Mead and Professional Management Systems, S Corp, a Colorado corporation (dba Professional Management Solutions), for financial services for an amount not to exceed \$99,100.00.”

## ATTACHMENTS

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Resolution 16-R-2024  
Fifth Amendment (attachment to Resolution)

**TOWN OF MEAD, COLORADO  
RESOLUTION NO. 16-R-2024**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING THE  
FIFTH AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL  
SERVICES BY AND BETWEEN THE TOWN OF MEAD AND PROFESSIONAL  
MANAGEMENT SYSTEMS, S CORP, A COLORADO CORPORATION (DBA  
PROFESSIONAL MANAGEMENT SOLUTIONS), FOR FINANCIAL SERVICES**

**WHEREAS**, the Board of Trustees previously approved that certain Agreement for Professional Services between Professional Management Systems, a Colorado S Corporation dba Professional Management Solutions (“Contractor”) and the Town of Mead for financial services dated November 13, 2019, which has been amended by that certain First Amendment to Agreement for Professional Services dated March 9, 2020 and subsequent Second, Third and Fourth Amendments (together, the “Agreement”), pursuant to which Contractor has been providing professional financial services for the Town and which is currently scheduled to terminate on December 31, 2023; and

**WHEREAS**, in December of 2023, the Town released *Request for Proposal 2023-04 Admin – Request of Proposals Municipal Financial Services* (“RFP”); and

**WHEREAS**, two (2) qualified bidders responded to the RFP by the January 26, 2024 deadline and Town staff is recommending that the Town continue to retain the Contractor to provide financial services to the Town; and

**WHEREAS**, based on Staff’s recommendation, the Board of Trustees desires to extend the term of the existing Agreement to December 31, 2024 and set Contractor’s compensation for calendar year 2024; and

**WHEREAS**, a copy of the Fifth Amendment to the Agreement (“Fifth Amendment”) is attached to this Resolution as **Exhibit 1** and is incorporated herein by this reference; and

**WHEREAS**, the Fifth Amendment increases the not-to-exceed compensation amount for calendar year 2023 to ninety-five thousand five hundred dollars and no cents (\$95,500.00), extends the term of the Agreement through December 31, 2024 and establishes the not-to-exceed compensation for Contractor at ninety-nine thousand one hundred dollars and no cents (\$99,100.00) for calendar year 2024; and

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

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

**Section 1.** The Board of Trustees hereby: (a) approves the Fifth Amendment in substantially the same form as attached hereto and incorporated herein, which increases the not-to-exceed amount for the 2023 calendar year to **ninety-five thousand five hundred dollars and no cents (\$95,500.00)**, extends the term of the Agreement to **December 31, 2024** and sets the not-to exceed amount of the agreement for services rendered from January 1, 2024 through December 31, 2024 at **ninety-nine thousand, one hundred dollars and no cents (\$99,100.00)**; (b) authorizes the Town Attorney in cooperation with the Mayor and Town Manager to make any non-material changes, as may be necessary, to the Fifth Amendment that do

not increase the Town's obligations; and (c) authorizes the Mayor to execute the Fifth Amendment on behalf of the Town 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 12<sup>TH</sup> DAY OF FEBRUARY, 2024.**

**ATTEST:**

**TOWN OF MEAD**

By: \_\_\_\_\_  
Mary E. Strutt, MMC, Town Clerk

By: \_\_\_\_\_  
Colleen G. Whitlow, Mayor

**Exhibit 1**  
**Fifth Amendment to Agreement for Professional Services**  
(Financial Services)

**Town of Mead, Colorado  
FIFTH AMENDMENT TO  
AGREEMENT FOR PROFESSIONAL SERVICES**

**Project/Services Name: Professional Financial Services**

**THIS FIFTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES** (“Fifth Amendment”) amends the Agreement for Professional Services entered into by and between **PROFESSIONAL MANAGEMENT SYSTEMS, S CORP**, a Colorado corporation (d/b/a Professional Management Solutions) with offices at 130 E. 11th Place, Broomfield, Colorado 80020 (the “Contractor”) and the **TOWN OF MEAD, COLORADO**, a municipal corporation of the State of Colorado (the “Town”). The Town and Contractor may be collectively referred to herein as the “Parties” or individually as “Party.”

**RECITALS**

**WHEREAS**, the Parties entered into that certain Agreement for Professional Services dated November 13, 2019 and that certain First Amendment to Agreement for Professional Services dated March 9, 2020 and subsequent Second, Third and Fourth Amendments (together, the “Agreement”), pursuant to which Contractor has been providing professional financial services for the Town through December 31, 2023; and

**WHEREAS**, Section II.A of the Agreement allows the Parties to mutually agree in writing to extend the term of the Agreement, and Section XII.F of the Agreement requires any contract modifications to be in writing and signed by both Parties; and

**WHEREAS**, the Parties desire to extend the term of the Agreement such that the Contractor may continue to provide financial services to the Town through December 31, 2024 and memorialize the number of hours each month Contractor provides financial services for the Town during the 2024 extension; and

**WHEREAS**, the Parties further desire to increase the Not-to-Exceed Amount of the Agreement to ninety-five thousand five hundred dollars (\$95,500.00) for calendar year 2023; and

**WHEREAS**, the Parties further desire to adjust the Not-to-Exceed Amount of the Agreement to ninety-nine thousand one hundred dollars (\$99,100.00) for calendar year 2024.

**NOW, THEREFORE**, for the consideration herein expressed, it is agreed by and between the Town and the Contractor that the Agreement shall be amended as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated into the Agreement by this reference as though set forth in full.
2. **Original Terms and Conditions.** Except as amended herein, the original terms and conditions of the Agreement remain in full force and effect.
3. **Term.** Section II.A of the Agreement is hereby amended to read in full as follows:
  - A. **Term.** This Agreement shall commence on the date of mutual execution of the Parties (the “Effective Date”) and shall continue through and including **December 31, 2024** (“Termination Date”). The Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation.



4. **Not-to-Exceed Amount (Calendar Year 2023).** The Not-to-Exceed Amount in Section IV.A of the Agreement is hereby adjusted to **ninety-five thousand five hundred dollars** (\$95,500.00) for services rendered through December 31, 2023.
5. **Not-to-Exceed Amount (Calendar Year 2024).** The Not-to-Exceed Amount in Section IV.A of the Agreement is hereby set at **ninety-nine thousand one hundred dollars** (\$99,100.00) for services rendered from January 1, 2024 through December 31, 2024.
6. **Notices.** The mailing address for notices to Contractor set forth in Section XII.D of the Agreement is hereby amended to read as follows:

Professional Management Systems, S Corp  
Attn: Lorraine Trotter  
P.O. Box 1848  
Broomfield, Colorado 80038

7. **Exhibit A.** Exhibit A to the Agreement is hereby superseded and replaced by Exhibit A attached to this Fifth Amendment.
8. **Exhibit B.** Exhibit B to the Agreement is hereby amended to read in full as follows:

Upon acceptance of this proposal, Professional Management Solutions will provide up to forty-four (44) hours per month of financial consulting services at a rate of \$5,280 per month. Unneeded consulting hours, if any, may be rolled over to the next month if the Town so requests by the 15th of any month. Additional consulting services above the contracted amount of forty-four (44) hours per month will be billed at the rate of \$155.00 per hour.

9. **Conflict.** This Fifth Amendment is and shall be construed as part of the Agreement. In the case of any inconsistency between this Fifth Amendment and the Agreement, the provisions containing such inconsistency shall be reconciled with one another to the maximum extent possible, and then to the extent of any remaining inconsistency, the terms of this Fifth Amendment shall control.
10. **Counterparts; Facsimile or Electronic Signature; Authority.** The Parties hereto agree that this Fifth Amendment may be executed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. The Parties further agree that this Fifth Amendment may be executed by facsimile or electronic signature, and that any facsimile or electronic signature shall be binding upon the party providing such signature as if it were the party's original signature.

IN WITNESS WHEREOF, the Parties have executed this Fifth Amendment to Agreement for Professional Services, to be effective as of the date of its mutual execution by the Parties. By the signature of its representatives below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Fifth Amendment.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*

*SIGNATURE PAGE FOLLOWS*

**THIS FIFTH AMENDMENT is executed and made effective as provided below.**

**TOWN OF MEAD, COLORADO:**

**ATTEST:**

\_\_\_\_\_  
Mary Strutt, MMC, Town Clerk

By: \_\_\_\_\_  
Colleen G. Whitlow, Mayor

Date of execution: \_\_\_\_\_

**PROFESSIONAL MANAGEMENT SYSTEMS, S CORP,**  
a Colorado corporation (d/b/a Professional  
Management Solutions)

By: \_\_\_\_\_  
Lorraine H. Trotter, President

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

The foregoing Fifth Amendment to Agreement for Professional Services was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Lorraine H. Trotter as President of Professional Management Systems, S Corp, a Colorado corporation (d/b/a Professional Management Solutions).

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

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

[SEAL]

\_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES (2024)**

Services to be provided under this contract would include the following types of financial services as identified and requested by the Town:

1. **Consult on municipal finance and budget** issues, procedures, and reports with Town Manager, Administrative Services Director, and Town Board as needed and requested.
2. **Assist with oversight/review accounts payable, accounts receivable, cash receipting, payroll, and utility billing operations** throughout each month as required to verify accuracy and adherence to internal controls and procedures.
3. **Prepare and analyze monthly Financial Statements.** Discuss with management/staff and/or present to Town Board.
4. Prepare **monthly financial transactions or reconciliations** as desired, such as bank reconciliations, capital project reviews, grant tracking, preparation of journal entries, and reconciliation of various liability accounts.
5. **Review Caselle** General Ledger and associated subsystem updates (such as Accounts Payable, Accounts Receivable, Cash Receipting, Court Management, Payroll, Timekeeping, and Utility Management) each month **to balance and close each month.**
6. **Communicate with management/staff** regarding various financial issues, transactions or procedures, and **provide associated training** and/or recommendations as needed.
7. Manage and assist with **preparation for annual financial audit** by the Town's independent auditor, such as preparing reconciliation schedules for all major asset and liability accounts as requested by auditors; preparing/updating capital asset and depreciation schedules; preparing/updating long-term debt schedules; preparing year-end journal entries; reviewing drafts of annual Financial Statements; preparing Management's Discussion & Analysis; communicating with auditors; and preparing state compliance reports.
8. Assist with or handle **issues, problems, or tasks associated with taxes, banking, grants, intergovernmental revenues, interfund transactions, or unusual financial items.**
9. Manage, perform, or advise on **specific projects** such as adding subsystems to accounting systems, **budget development**, debt compliance, rate increases, long-range forecasting, financial negotiations or strategies, investment policies, and desktop procedure development.
10. Perform or assist with **financial duties during planned or unplanned staff leaves of absence or vacancies.**
11. Advise or **consult with management and staff on budgetary and financial policies.**

Contractor will perform duties required for this scope of work at Contractor's offices or on-site at the Town, at Contractor's discretion. This agreement anticipates frequent interaction between Contractor and Town staff, both on-site during regular business hours and through telephonic and electronic correspondence. The process, procedures, terms, and conditions under which the scope of work will be performed require the Town to arrange for Contractor's standard desktop and/or laptop computer(s) to remotely connect to Town's Caselle accounting system at Town's expense, if any.

Please note that assistance with issuance of debt would not fall under this Agreement but could be provided separately.



# Agenda Item Summary

MEETING DATE: February 12, 2024

SUBJECT: **Resolution No. 17-R-2024** – A Resolution of the Town of Mead, Colorado, Approving an Agreement for Professional Services Between the Town and Ramey Environmental Compliance, Inc. for Wastewater Treatment Facilities Services (Contract Wastewater Operations Services)

PRESENTED BY: Immanuel Windhorst, Pavement Management Manager

## SUMMARY

The Town of Mead (Town) advertised the Contract Wastewater Operations Services Request for Proposals (RFP) on November 20, 2023, and received two proposals on January 5, 2024. One proposal was submitted by the Town’s current service provider – Ramey Environmental Compliance, Inc. (REC), and the second proposal was from Direct Discharge Consulting (DDC).

Four individuals (two from the Town and two from JVA) evaluated the proposals in accordance with the RFP selection criteria. The sum of the scores of each criterion was totaled for each reviewer to determine the most responsive and qualified contractor. REC scored a total of 434 points and DDC scored a total of 260 points (out of a total of 484 points maximum).

The Town’s engineer (JVA) recommends that the Town proceed to contract with REC for the services described in the RFP. A copy of JVA’s recommendation letter (dated January 19, 2024) consisting of two (2) pages is attached to this *Agenda Item Summary* and is incorporated by reference (“recommendation letter”).

REC’s proposal scored very well in all the selection criteria compared to DDC, particularly in their qualifications, scope of services, experience, and the individuals performing the work. REC has demonstrated excellent service and commitment since they began providing services to the Town in 2008. DDC had a lower monthly base rate than REC, however, there were multiple items missing or incomplete that were required as part of the proposal. REC costs of services and hourly rates were very detailed and distinguished what services were included in the monthly base rate and what services and hourly rates were outside the monthly base rate.

Company Name	Monthly Services Total
Ramey Environmental Compliance, Inc. (REC)	\$6,402.09
Direct Discharge Consulting (DDA)	\$4,700.00

Town staff agrees with the recommendation set forth in the recommendation letter.

Resolution No. 17-R-2024 (the “Resolution”): (a) approves an Agreement for Professional Services (the “Agreement”) with REC, and (b) authorizes the Mayor to execute the Agreement on behalf of the Town once in final form. Town Staff recommends approval of the Resolution.

**FINANCIAL CONSIDERATIONS**

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The approved 2024 budget provides funding in the Sewer Fund to pay for the wastewater treatment-related services to be provided to the Town by REC in 2024, as those services are more particularly described in the Agreement.

The Agreement identifies a Not to Exceed amount of one hundred seventy-one thousand five hundred dollars (\$171,500.00) to cover fixed monthly services, operations, maintenance, and other special services.

The approved 2024 budget includes the following approved line items in the Sewer Fund:

<b>Account</b>	<b>Description</b>	<b>Available Funds</b>
06-47-5215	Repairs and Maintenance	\$50,000
06-47-5390	Sewer Maintenance Contract	\$95,000
06-47-5391	Sewer Testing	\$6,500
06-47-5396	R&M-Raterink Lift Station	\$20,000

**STAFF RECOMMENDATION/ACTION REQUIRED**

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A motion to approve the February 12, 2024 consent agenda will approve the Resolution. If the Resolution is removed from the consent agenda for additional discussion or questions for Staff, a suggested motion is set forth below:

Suggested Motion:

“I move to adopt Resolution No. 17-R-2024, A Resolution of the Town of Mead, Colorado, Approving an Agreement for Professional Services Between the Town and Ramey Environmental Compliance, Inc. for Wastewater Treatment Facilities Services (Contract Wastewater Operations Services).”

**ATTACHMENTS**

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Resolution No. 17-R-2024  
JVA recommendation letter (January 19, 2024)  
Agreement for Professional Services (**Exhibit 1** to Resolution)

**TOWN OF MEAD, COLORADO  
RESOLUTION NO. 17-R-2024**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING AN  
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE TOWN AND  
RAMEY ENVIRONMENTAL COMPLIANCE, INC. FOR WASTEWATER  
TREATMENT FACILITIES SERVICES (CONTRACT WASTEWATER  
OPERATIONS SERVICES)**

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

**WHEREAS**, the Town has need of professional services to support the ongoing operations of the Town’s wastewater treatment facilities (“Services”); and

**WHEREAS**, the Town requested proposals from qualified firms licensed in the State of Colorado to provide the Services and received two (2) responsive proposals by the applicable deadline; and

**WHEREAS**, Town staff and the Town’s consulting engineer (JVA) have reviewed the proposals submitted and recommend that the Town enter into an Agreement for Professional Services (“Agreement”) with Ramey Environmental Compliance, Inc., a Colorado corporation (“Contractor”); and

**WHEREAS**, a copy of the Agreement is attached to this Resolution as **Exhibit 1**; and

**WHEREAS**, the Agreement establishes an annual not-to-exceed amount of \$171,500.00; and

**WHEREAS**, the Board of Trustees desires to: (1) approve the Agreement in substantially the form attached to this Resolution, (2) delegate authority to the Mayor to execute the Agreement on behalf of the Town when in final form and following the review and approval of the Town Attorney.

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

**Section 1.** The Board of Trustees hereby: (a) approves the Agreement in substantially the form attached hereto as **Exhibit 1**; (b) authorizes the Town Attorney in cooperation with the Town Manager to make non-material changes to the Agreement that do not materially increase the Town’s obligations; (c) authorizes the Mayor to execute the Agreement when in final form and following the review and approval of the Town Attorney.

**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 12<sup>TH</sup> DAY OF FEBRUARY, 2024.**

**ATTEST:**

**TOWN OF MEAD:**

By: \_\_\_\_\_  
Mary E. Strutt, MMC, Town Clerk

By: \_\_\_\_\_  
Colleen G. Whitlow, Mayor

**Exhibit 1**

Agreement for Professional Services

Ramey Environmental Compliance, Inc.  
Wastewater Treatment Facilities Services  
(Contract Wastewater Operations Services)

*[form Agreement attached]*



**Town of Mead, Colorado**  
**AGREEMENT FOR PROFESSIONAL SERVICES**

**Project/Services Name: Wastewater Treatment Facilities Services (Contract Wastewater Operations Services)**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into by and between the Town of Mead, a municipal corporation of the State of Colorado, with offices at 441 Third Street, Mead, Colorado 80542 (the “Town”), and Ramey Environmental Compliance, Inc, a Colorado corporation with offices at 5959 Iris Parkway, Suite A, Frederick, Colorado 80504 (“Contractor”) (each individually a “Party” and collectively the “Parties”).

**RECITALS**

WHEREAS, the Town requires certain professional services as more fully described in **Exhibit A**; and

WHEREAS, Contractor represents that it has the requisite expertise and experience to perform the professional services; and

WHEREAS, the Town desires to contract with the Contractor subject to the terms of this Agreement.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**I. SCOPE OF SERVICES**

A. Services. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the “Services” or “Scope of Services”). The Parties recognize and acknowledge that, although the Town has requested certain general services to be performed or certain work product to be produced, the Contractor has offered to the Town the process, procedures, terms, and conditions under which the Contractor plans and proposes to achieve or produce the services and/or work product(s) and the Town, through this Agreement, has accepted such process, procedures, terms, and conditions as binding on the Parties.

B. Changes to Services. A change in the Scope of Services shall not be effective unless authorized through a written amendment to this Agreement signed by both Parties. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein or as otherwise provided in writing by the Town, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement.

C. Duty to Inform. The Contractor shall perform the Services in accordance with this Agreement and shall promptly inform the Town concerning ambiguities and uncertainties related to the Contractor’s performance that are not addressed by the Agreement.

D. Time of Performance. The Contractor shall perform all Services in accordance with this Agreement commencing on the Effective Date, as set forth in Section II of this Agreement, until such Services are completed, or terminated or suspended in accordance with this Agreement. The Contractor shall not temporarily delay, postpone, or suspend the performance of the Services without the written consent of the Town Board of Trustees, Town Manager, or a person expressly authorized in writing to direct the Contractor’s services.

## II. TERM AND TERMINATION

A. Term. This Agreement shall commence on the date of mutual execution of the Parties (the “Effective Date”) and shall continue until **December 31, 2024** or until terminated as provided herein. The Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation by the Town.

B. Town Unilateral Termination. This Agreement may be terminated by the Town for any or no reason upon written notice delivered to the Contractor at least ten (10) days prior to termination. In the event of the Town’s exercise of the right of unilateral termination as provided by this paragraph:

1. Unless otherwise provided in any notice of termination, the Contractor shall provide no further services in connection with this Agreement after Contractor’s receipt of a notice of termination; and

2. The Contractor shall deliver all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement to the Town and such documents, data, studies, and reports shall become the property of the Town; and

3. The Contractor shall submit to the Town a final accounting and final invoice of charges for all outstanding and unpaid Services and reimbursable expenses authorized by this Agreement and performed prior to the Contractor’s receipt of notice of termination and for any Services authorized to be performed by the notice of termination as provided by Section II.B of this Agreement. The Contractor shall deliver such final accounting and final invoice to the Town within thirty (30) days of the date of termination; thereafter, the Town shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor.

C. Termination for Non-Performance. Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party. Such notice shall specify the non-performance, provide a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this Section II.C, “reasonable time” shall not be less than five (5) business days. In

the event of a failure to timely cure a non-performance and upon the date of the resulting termination for non-performance, the Contractor shall prepare a final accounting and final invoice of charges for all performed but unpaid Services and any reimbursable expenses authorized by this Agreement. Such final accounting and final invoice shall be delivered to the Town within fifteen (15) days of the termination date contained in the written notice. Thereafter, the Town shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor. Provided that notice of non-performance is provided in accordance with this Section II.C, nothing in this Section II.C shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

D. Suspension of Services. The Town may suspend the Contractor's performance of the Services at the Town's discretion and for any reason by delivery of written notice of suspension to the Contractor, which notice shall state a specific date of suspension. Upon Contractor's receipt of such notice of suspension from the Town, the Contractor shall immediately cease performance of the Services on the date of suspension except: (1) as may be specifically authorized by the notice of suspension (e.g., to secure the work area from damage due to weather or to complete a specific report or study); or (2) for the submission of an invoice for Services performed prior to the date of suspension in accordance with this Agreement. Contractor shall not re-commence performance of the Services until it receives written notice of re-commencement from the Town.

E. Delivery of Notices. Any notice permitted by this Section II and its subsections shall be addressed to the Town Representative or the Contractor Representative at the address set forth in Section XII.D of this Agreement or such other address as either Party may notify the other of and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

### **III. REPRESENTATIVES AND SUPERVISION**

A. Town Representative. The Town representative responsible for oversight of this Agreement and the Contractor's performance of Services hereunder shall be the Town Manager or his or her designee ("Town Representative"). The Town Representative shall act as the Town's primary point of contact with the Contractor.

B. Contractor Representative. The Contractor representative under this Agreement shall be Wayne Ramey, President ("Contractor Representative"). The Contractor Representative shall act as the Contractor's primary point of contact with the Town. The Contractor shall not designate another person to be the Contractor Representative without prior written notice to the Town.

C. Town Supervision. The Contractor shall provide all Services with little or no daily supervision by Town staff or other contractors. Inability or failure of the Contractor to perform with little or no daily supervision which results in the Town's need to allocate resources in time or expense for daily supervision shall constitute a material breach of this Agreement and be subject to cure or remedy, including possible termination of the Agreement, as provided in this Agreement.

#### IV. COMPENSATION

A. Not-to-Exceed Amount. Following execution of this Agreement by the Parties, the Contractor shall be authorized to and shall commence performance of the Services as described in **Exhibit A**, subject to the requirements and limitations on compensation as provided by this Section IV and its subsections. Compensation to be paid hereunder shall not exceed One Hundred Seventy One Thousand Five Hundred Dollars and Zero Cents (\$171,500.00) (“Not-to-Exceed Amount”) unless a larger amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement. Notwithstanding the amount specified in this Section, Contractor shall be paid only for work performed. Contractor shall not be paid until tasks identified in the Scope of Services are performed to the satisfaction of the Town. In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor as follows:

- If this box is checked, the Town shall pay Contractor on a time and materials basis in accordance with the rate schedule shown in **Exhibit B**. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for any fees, costs and expenses. Final payment may be requested by the Contractor upon completion of the Services and the Town’s acceptance of all work or Services as set forth in **Exhibit A**.
- If this box is checked, the Town shall pay the Contractor the Not-to-Exceed Amount in a single lump sum payment on     [insert date here, if applicable]    .

B. Receipts. The Town, before making any payment, may require the Contractor to furnish at no additional charge releases or receipts from any or all persons performing work under this Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the Town’s interest. The Town, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.

C. Reimbursable Expenses.

1. If this Agreement is for lump sum compensation, there shall be no reimbursable expenses.

2. If the Agreement is for compensation based on a time and materials basis, the following shall be considered “reimbursable expenses” for purposes of this Agreement and may be billed to the Town without administrative mark-up, which must be accounted for by the Contractor, and proof of payment shall be provided by the Contractor with the Contractor’s monthly invoices:

- None
- Vehicle Mileage (billed at not more than the prevailing per mile charge permitted by the IRS as a tax-deductible business expense)
- Printing and Photocopying Related to the Services (billed at actual cost)
- Long Distance Telephone Charges Related to the Services
- Postage and Delivery Services

- Lodging and Meals (but only with prior written approval of the Town as to dates and maximum amount)

3. Other Expenses. Any fee, cost, charge, or expense incurred by the Contractor not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost that shall be borne by the Contractor and shall not be billed or invoiced to the Town and shall not be paid by the Town.

D. No Waiver. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

## V. PROFESSIONAL RESPONSIBILITY

A. General. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing required by law.

B. Standard of Performance. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations including environmental, health and safety laws and regulations.

C. Subcontractors. The Parties recognize and agree that subcontractors may be utilized by the Contractor for the performance of certain Services if included and as described more particularly in **Exhibit A**; however, the engagement or use of subcontractors will not relieve or excuse the Contractor from performance of any obligations imposed in accordance with this Agreement and Contractor shall remain solely responsible for ensuring that any subcontractors engaged to perform Services hereunder shall perform such Services in accordance with all terms and conditions of this Agreement.

## VI. INDEPENDENT CONTRACTOR

A. General. Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

B. Liability for Employment-Related Rights and Compensation. The Contractor shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Contractor, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and

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

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

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

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

## VII. INSURANCE

A. General. During the term of this Agreement, the Contractor shall obtain and shall continuously maintain, at the Contractor's expense, insurance of the kind and in the minimum amounts specified as follows by checking the appropriate boxes:

- The Contractor shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Contractor to be sufficient to meet or exceed the Contractor's minimum statutory and legal obligations arising under this Agreement ("Contractor Insurance"); OR

- The Contractor shall secure and maintain the following (“Required Insurance”):
  - Worker’s Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.
  - Comprehensive General Liability insurance with minimum combined single limits of Two Million Dollars (\$2,000,000.00) each occurrence and of Eight Million Dollars (\$8,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an “occurrence” basis as opposed to a “claims made” basis. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.
  - Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00) each occurrence with respect to each of the Contractor’s owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Services, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.
  - Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of One Million Dollars (\$1,000,000.00) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.
  - Pollution Liability Insurance with minimum combined single limits of Two Million Dollars (\$2,000,000.00) each occurrence and of Eight Million Dollars (\$8,000,000.00) aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all

Services under this Agreement. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.

- Excess Liability Insurance with a minimum limit of coverage of Four Million Dollars (\$4,000,000.00) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder

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

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

D. Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and continuously maintain policies of insurance shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Agreement. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the Town may immediately terminate this Agreement, or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith. All monies so paid by the Town, together with an additional five percent (5%) administrative fee, shall be repaid by the Contractor to the Town immediately upon demand by the Town. At the Town's sole discretion, the Town may offset the cost of the premiums against any monies due to the Contractor from the Town pursuant to this Agreement.

## VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative,



or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

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

**IX. [RESERVED].**

**X. REMEDIES**

A. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the Town may exercise the following remedial actions if the Contractor substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities or inactions by the Contractor. The remedial actions include:

1. Suspend the Contractor's performance pending necessary corrective action as specified by the Town without the Contractor's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or
2. Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or
3. Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the Town; and/or
4. Terminate this Agreement in accordance with this Agreement.

B. The foregoing remedies are cumulative and the Town, in its sole discretion, may exercise any or all of the remedies individually or simultaneously.

**XI. RECORDS AND OWNERSHIP**

A. Retention and Open Records Act Compliance. All records of the Contractor related to the provision of Services hereunder, including public records as defined in the Colorado Open Records Act ("CORA"), and records produced or maintained in accordance with this Agreement, are to be retained and stored in accordance with the Town's records retention and disposal policies. Those records which constitute "public records" under CORA are to be at the Town offices or

accessible and opened for public inspection in accordance with CORA and Town policies. Public records requests for such records shall be processed in accordance with Town policies. Contractor agrees to allow access by the Town and the public to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town. For purposes of CORA, the Town Clerk is the custodian of all records produced or created as a result of this Agreement. Nothing contained herein shall limit the Contractor's right to defend against disclosure of records alleged to be public.

B. Town's Right of Inspection. The Town shall have the right to request that the Contractor provide to the Town a list of all records of the Contractor related to the provision of Services hereunder retained by the Contractor in accordance with this subsection and the location and method of storage of such records. Contractor agrees to allow inspection at reasonable times by the Town of all documents and records produced or maintained in accordance with this Agreement.

C. Ownership. Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the Town of Mead upon delivery and shall not be made subject to any copyright by the Contractor unless authorized by the Town. Other materials, statistical data derived from other clients and other client projects, software, methodology and proprietary work used or provided by the Contractor to the Town not specifically created and delivered pursuant to the Services outlined in this Agreement shall not be owned by the Town and may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The Town shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by Town staff and/or employees; or (2) pursuant to a request under the Colorado Open Records Act, § 24-72-203, C.R.S., to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Services. The Contractor may publicly state that it performs the Services for the Town.

D. Return of Records to Town. At the Town's request, upon expiration or termination of this Agreement, all records of the Contractor related to the provision of Services hereunder, including public records as defined in the CORA, and records produced or maintained in accordance with this Agreement, are to be returned to the Town in a reasonable format and with an index as determined and requested by the Town.

## **XII. MISCELLANEOUS**

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

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

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

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

**If to the Town:**

**If to Contractor:**

Town of Mead Attn: Town Manager 441 Third Street P.O. Box 626 Mead, Colorado 80542	Ramey Environmental Compliance, Inc. Attn: Linda Ramey P.O. Box 99 Firestone, Colorado 80520
With Copy to: Michow Guckenberger McAskin LLP Attn: Mead Town Attorney 5299 DTC Blvd., Suite 300 Greenwood Village, Colorado 80111	With Copy to: Ramey Environmental Compliance, Inc. 5959 Iris Parkway, Suite A Frederick, CO 80504

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

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

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

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

I. Governmental Immunity. The Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended (“CGIA”), or otherwise available to the Town and its officers or employees. Presently, the monetary limitations of the CGIA are set at three hundred eighty-seven thousand dollars (\$387,000) per person and one million ninety-three thousand dollars

(\$1,093,000) per occurrence for an injury to two or more persons in any single occurrence where no one person may recover more than the per person limit described above.

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

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

L. Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section XII shall not authorize assignment.

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

N. Release of Information. The Contractor shall not, without the prior written approval of the Town, release any privileged or confidential information obtained in connection with the Services or this Agreement.

O. Attorneys' Fees. If the Contractor breaches this Agreement, then it shall pay the Town's reasonable costs and attorney's fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.

P. Survival. The provisions of Sections VI (Independent Contractor), VII (Insurance), VIII (Indemnification) and XII (A) (Governing Law and Venue), (J) (Rights and Remedies), (K) Annual Appropriation), (N) (Release of Information) and (O) Attorneys' Fees, shall survive the expiration or termination of this Agreement. Any additional terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

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

R. Force Majeure. Neither the Contractor nor the Town shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that,

such delay or failure is caused by “force majeure.” As used in this Agreement, “force majeure” means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, epidemics, pandemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

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

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

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

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

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*

*SIGNATURE PAGES FOLLOW*

**THIS AGREEMENT is executed and made effective as provided above.**

**TOWN OF MEAD, COLORADO**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of execution: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Mary Strutt, MMC, Town Clerk

APPROVED AS TO FORM (*excluding exhibits*):

\_\_\_\_\_  
Marcus McAskin, Town Attorney

**CONTRACTOR:**

**RAMEY ENVIRONMENTAL COMPLIANCE, INC.,** a Colorado corporation

By: \_\_\_\_\_  
R. Wayne Ramey, President

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing Agreement for Professional Services was subscribed, sworn to and acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2024, by R. Wayne Ramey as President of Ramey Environmental Compliance, Inc., a Colorado corporation.

My commission expires: \_\_\_\_\_

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

[SEAL]

**EXHIBIT A**  
**SCOPE OF SERVICES**

Ramey Environmental Compliance, Inc. (“Contractor”) will perform those services set forth and described in Contractor’s proposal dated January 5, 2024 titled:

*Town of Mead Water Treatment Facility  
Contract Wastewater Operations Services,*

a copy of which is attached to this Agreement and incorporated herein by reference (the “Contractor Proposal”).

To the extent of any conflict between the Agreement and any term or provision of the Contractor Proposal, the terms in the Agreement shall supersede and control.

Specifically, the Contractor shall perform daily site visits seven (7) days a week to the Town of Mead’s wastewater treatment facility, located at 4505 East Welker Avenue, Mead, Colorado 80542 (“Mead WWTF”) which includes the Raterink lift station (RLS) located adjacent to Weld County Road (WCR) 34 on the north side just east of the intersection between I-25/Frontage Road and WCR 34.

On a monthly basis, Contractor will provide an inspection of the Lake Thomas wastewater treatment facility and its small lift station (“Lake Thomas WWTF”), located at 5423 County Road 32, Mead, Colorado 80542.

On an annual basis, Contractor will arrange to have a third-party vendor calibrate all flow meters at the Mead WWTF and Lake Thomas WWTF. The third-party vendor will invoice the Town directly, and Contractor will not be responsible for compensating the third-party vendor for the calibration services.

If Contractor’s regularly scheduled operator must respond to an emergency at another location, a substitute operator from Contractor, who is trained, certified, and requires minimal to no additional training, will carry out the Services set forth in this **Exhibit A**.

The Contractor will provide the Town of Mead with uninterrupted services. The Town will never be without a trained, certified operator to inspect its facilities.

The automated samplers (influent and effluent) have been set up by Contractor to collect weekly and quarterly compliance samples that Contractor delivers to Colorado Analytical, 240 S. Main Street, P.O. Box 507, Brighton, Colorado 80601, or another lab that participates in the U.S. Environmental Protection Agency’s (“EPA”) Discharge Monitoring Report-Quality Assurance Study Program and performs analyses for water or wastewater in conformance with 40 C.F.R. Part 136.



Contractor will provide daily pH testing and recording via tablets and work orders.

Contractor performs all maintenance of the Town's facilities pursuant to the Agreement based on manufacturer's warranty information and recommendations. Contractor will repair or replace equipment when needed and will provide a quote for that service for Town approval prior to completing the work.

Contractor will also hold a monthly meeting with Contractor's operations staff to go over any issues with the Mead WWTF, Raterink lift station, Lake Thomas WWTF, or the Lift Station. Contractor will complete all weekly, monthly, quarterly, semi-annual and annual maintenance during the initial week of the month where necessary.

Contractor will complete and submit the discharge monitoring report ("DMR") required by the EPA for each WWTF by the 28<sup>th</sup> day of the following month as part of its regular duties. Copies of DMRs, laboratory results, and the process control data will be kept on site and at Contractor's office pursuant to the Town's record retention policies and shall be available for Town inspection pursuant to the Agreement for Professional Services.

**EXHIBIT B**  
**COMPENSATION**

Monthly fixed payment price: \$6,402.09 per month\*

Total annual amount of monthly fixed payments: \$76,825.08 annually

\*the monthly base rate will be prorated for any partial months on service. By way of example, assuming mutual execution of the Agreement by the parties on February 13, 2024, the monthly rate of \$6,402.09 will be prorated for 17 days in February of 2024, equal to \$3,752.95 (at a per diem rate of \$220.76).

Rates for employees who will be performing services:

- Administration: \$ 78.00 per hour
- Facility Operator C or D: \$ 91.00 per hour
- Lead Operator A or B: \$ 105.00 per hour
- Management Services: \$136.00 per hour
- Consulting: \$183.00 per hour

Annual Contract Not to Exceed Amount: \$171,500.00 annually.

Fees for additional/special services will be billed at the specific rates set forth in the Contractor Proposal under the heading “FEE INFORMATION.”

If equipment requires repair or replacement, the Equipment Services Division will provide a quote for that service for Town review and approval prior to completing the work.

Attachment to Agreement

Contractor Proposal  
(attached – 18 pages)



## **PROPOSAL**

# **Town of Mead Water Treatment Facility Contract Wastewater Operations Services**

January 5, 2024



January 5, 2024

Town of Mead  
C/O John McGee, P.E.  
JVA Incorporated  
213 Linden Street, Suite 200  
Fort Collins, CO 80524

Re: Town of Mead Contract Wastewater Operations Services Proposal

Mr. McGee,

Ramey Environmental Compliance, Inc., (REC), appreciates the opportunity to work with the Town of Mead to provide Contract Wastewater Operations Services for the two (2) wastewater treatment plants (WWTP) and the Raterink lift station. The responses contained herein are replying to the Request for Proposal (RFP) and the two addendums.

One of the areas we make every effort in is communication. If we are having an issue with the system or have questions, we will immediately contact the Town of Mead. If the Town of Mead needed REC in an emergency, we would respond immediately. We are also very cognizant of the requirements outlined in NPDES permitting system that governs the discharges of wastewater treatment facilities. There are multiple people who review the site's documentation and compliance status to ensure the client's interests and public health are protected. When we see a problem, we notify the client and work on the solution.

REC has served as the Town of Mead's Wastewater Treatment Facility ORC and carried out the daily operations of the facility since 2007. REC has been in business for over 30 years. REC, Inc. is one of the most qualified contract operations firms in the State of Colorado. REC operates and maintains 100 community, non-community: transient and non-transient systems on the Front Range. With over 32 certified operators that live throughout the state. On top of Operations REC also has an "in house" Equipment Service Division and Collection System Jet Vac/CCTV Division. We can service any system – anywhere.

REC has the most resources of any contract operations firm in the state of Colorado, including national firms. REC has volunteered multiple hours to the two water and wastewater professional associations (RMSAWWA & RMWEA) as well as Colorado Rural Water and Water for People. We also participate in many stakeholder committees with the Colorado Department of Public Health & Environment including Operator certifications, nutrient regulations, etc. CDPHE solicits feedback from REC on a multitude of issues. Our volunteering to manage and support operator training classes, annual conferences as well as multiple fund-raising events has given us the opportunity to network with leaders in the industry.

Over the 30 plus years of exceptional operations and client support, REC Inc. has won a multitude of awards highlighting the accomplishments of the organization. Most recently REC, Inc was recognized as one of the Top 200 private companies in 2019, 2020, 2021 and 2022 by Colorado Biz Magazine. REC, Inc has received numerous awards from the RMWEA, RMSAWWA, and Colorado Rural Water.

REC has two (2) offices. The main office/shop is in Frederick, Colorado where the Executive/Administrative staff performs their work as well as the Equipment Services staff and technicians are based. All operators are required to stop by the office on a weekly basis to turn in their paperwork and pick up any supplies and/or equipment The sewer line operations and maintenance staff are based in Arvada, Colorado.

We are organized, well trained and confident in our leadership. Our track record at the State Health Department is flawless. Our relationships with the regulators at the WQCD, EPA, and DRCOG, etc. have been long term and we are recognized as the leader in contract operations.

Respectfully submitted,



R. Wayne Ramey, CWP  
President  
WEF Fellow  
Ramey Environmental Compliance, Inc

## SCOPE OF SERVICES

### ORC Services for Town of Mead Wastewater Treatment Facility

- A. Serve as the ORC of record for the Wastewater Treatment Facility. REC will file appropriate ORC paperwork with the Colorado Department of Public Health and Environment upon signed agreement.
1. Provide daily onsite facility operator seven (7) days per week. Maintain and review the Town of Mead's current work plans and plant operations to ensure continued compliance of all facilities. Record WWTP influent and effluent flows on daily worksheet.
  2. Provide weekly visits to the Lake Thomas Evaporation Pond to monitor conditions and schedule hauling of liquid waste with Town of Mead's contactor to maintain appropriate level in the evaporation pond.
  3. Maintain standard operating procedures and the development of preventative maintenance programs to properly maintain facility equipment.
  4. Collect all compliance samples outlined in the NPDES permit and regulatory sampling programs. Samples will be delivered to a third-party laboratory for analysis. Although the RFP stated monthly sample collection, the NPDES permit calls for weekly testing for total Suspended Solids (TSS).
  5. Maintain the process control lab analysis program to make informed process control decisions to maintain permit compliance.
  6. Collect system readings and operational data to maintain records of facility operations and identify when there are problems with the facilities.
  7. Provided weekly generator test run and physical inspection of the generator. Notify the Town of Mead staff when fuel delivery is needed. Coordinate with the Town of Mead's generator service contractor when repairs and/or maintenance is needed.
  8. Be the primary contact for remote monitoring and alarm response.
  9. Complete onsite visits to the Raterink lift station to obtain operating data and perform minor preventative maintenance measures to ensure proper operation. Included testing floats control, cleaning floats, and record pump run hours. Work needed outside of normal operations will be quoted separately by REC Equipment Services Division.
  10. Assist Town of Mead with obtaining estimates from third-party contractors to perform work outside the scope of REC that is necessary to properly maintain Town of Mead's facilities and equipment. This includes but not limited to, generator/ATS maintenance/repairs, HVAC maintenance/repairs, SCADA programming and integration, and biosolids hauling and disposal. REC will be available to provide oversight and assistance when third-party work is needed.
  11. Provide monthly operations report that will be provided to Town of Mead.

- B. Provide emergency response 24/7 on an as-needed basis. REC will provide a 1-hour response time for emergencies outside the normal operating hours. Emergency response hours are not included in the monthly fee of this proposal and will be invoiced on a per-event basis.
  - 1. REC can also provide an emergency response of Equipment Service Technicians and Sewer Jet Vac trucks on an as-need basis. Because additional equipment is needed emergency response times of Equipment Service Technicians and/or Jet Vac trucks is typically two hours depending on local traffic and road conditions
- C. Review operations and provide consultation for sustainable facility operation.
  - 1. Assist Town of Mead staff with developing budgets for operations, maintenance, and capital improvement projects.
  - 2. Assist Town of Mead staff with tracking budget expenditures and prioritizing maintenance and repair needs.

REC. will not procure materials, supplies, and outside services to carry out all the above-stated services relating to normal operations without prior approval from an authorized representative of the Town of Mead.

If REC does procure materials, supplies, chemicals, and outside services to carry out all the above-stated services. These items will be provided to the Town of Mead at cost plus 20% for process and handling.

All laboratory analyses carried out by a third-party laboratory at the expense of REC will be invoiced to the Town of Mead at cost plus 20%.

Additional work carried out beyond the above scope of work will be invoiced on a Time and Materials basis based on current pricing.

Work requested and carried out by REC Equipment Service Division (ESD) is not included in the cost of this proposal. REC ESD will provide estimates for approval prior to any equipment service work. REC ESD will be available for an emergency response to any equipment-related issues that are beyond normal preventative maintenance carried out by the system operator.

Work requested and carried out by REC Collections Division (Jet Vac Truck/CCTV) is not included in the cost of this proposal. REC will provide estimates for approval prior to any routine service work. Due to the nature of their urgency estimates will not be provided for the emergency response of REC Jet Vac Trucks. Emergency responses will be provided and invoiced on a Time and Materials basis utilizing the pricing for services provided to Mead staff.

REC will be available to attend after-hours board meetings upon request. An after-hours board meeting will be billed at the facility management port-to-port.



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# 1. PLAN DESCRIPTION FOR OPERATION OF THE TOWN'S TWO WASTEWATER PLANTS AND RATERINK LIFT STATION

REC, Inc. will provide site visits seven (7) times per week to the Town of Mead's WWTP. Although the RFP only requested a monthly site visit to Lake Thomas WWTP, we feel strongly that there should be weekly visits. REC has visited LTWWTP weekly for the past five years. This has resulted in discovering issues before they become costly and burdensome to the Town. REC will also provide a bi-monthly inspection of the Raterink Lift Station as well as reviewing the weekly Mission equipment operations report on pump run-times and flows. On an annual basis, REC will calibrate all flow meters at the WWTPs and lift station.

REC will train multiple operators for the MWWTP. Having multiple operators will provide the necessary backup to the Town of Mead in order to cover vacations, sickness, etc. Mike Murphy, as well as Misael Rodriguez will also be available to cover regular duties as well as emergencies and/or coordination with contractors performing warranty work.

The automated samplers (influent and effluent) have been set up by REC to collect weekly and monthly compliance samples that we deliver to the lab. Daily pH testing and equipment checks are uploaded to the companywide SharePoint on a weekly basis. All maintenance is performed based on the manufacturer's warranty. Weekly and monthly chart recorders are replaced when dictated by start day.



REC has served as the Town of Mead's Wastewater Treatment Facility ORC and **carried out the daily operations of the facility since 2007.**

REC will also continue to hold a monthly meeting with the operations staff and management to go over any issues with the WWTPs or the lift station. All weekly, monthly, quarterly, semi-annual, and annual maintenance will also be accomplished during the initial week of the month where necessary.

REC will complete and submit, via NetDMR, the Discharge Monitoring Reports (DMRs) for the Mead WWTP by the 28th day of the following month as part of our regular duties. Copies of DMRs, laboratory results, and the process control data will be kept on site and at REC's office.

## 2. SIMILAR WWTPS OPERATED BY REC

Water/Wastewater system	City / Town	Services Provided	ORC	Contact Name	Phone Number	E-Mail
Alexander Dawson School	Lafayette, CO	Wastewater Treatment	Wayne Ramey	Tom Schnitzler	303-710-7039	tschnitzler@dawsonschool.org
Eastern Adams County Metro District	Strasburg, CO	Water Wastewater Treatment, Distribution Collections Meter Reads Locates	Wayne Ramey for 21 years; since 2002!	Ryan Stachelski	303-371-9000	Ryan.stachelski@paulscorp.com
Town of Lyons	Lyons, CO	Wastewater Treatment, Distribution Collections	Wayne Ramey	Aaron Caplan	303-823-6622 ext. 42	acaplan@townoflyons.com
Town of Berthoud	Berthoud, CO	Water, Wastewater Treatment, Distribution and Collection	Wayne Ramey	Ken Matthews	970-532-3754	kmatthews@berthoud.org



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**Alexander Dawson School** ADS has a 0.03 MGD Sequential Batch Reactor (SBR) with one reactor and a large influent equalization storage basin and lift station. Wayne Ramey started up this facility in 1994.

This facility replaced an aging extended aeration activated sludge facility that was over 25 years old. Wayne Ramey was instrumental in design assistance, construction oversight and startup.

**Eastern Adams County Metro District** EACMD has a 0.30 MGD SBR; three lift stations; headworks screening (Auger monster) Ultraviolet disinfection and sludge removal. This facility is almost identical to the Town of Mead's.

**Town of Lyons** The Town of Lyons has a 0.3065 MGD ICEAS SBR; three lift stations; influent pumping, screening and grit removal followed by the SBR; effluent equalization and Ultraviolet disinfection.

The Town upgraded their old extended aeration facility in 2016 with the ICEAS SBR. REC, Inc. staff with the guidance of Wayne Ramey started up and commissioned this facility.

**Town of Berthoud** The Town of Berthoud Regional WWTP is a 0.099 MGD ICEAS SBR with influent pumping, coarse screen, aerated sludge holding and Ultraviolet disinfection.

This facility treats wastewater from a small housing community called Serenity Ridge and the Love's truck stop at I-25 and Highway 56.

### 3. OPERATIONS EMPLOYEES

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Wayne Ramey – 40+ years of experience operating all varieties of wastewater treatment plants. Wayne started out in the Town of Cedaredge on the Western slope of Colorado. Wayne has managed and operated wastewater facilities ranging from 5.4 MGD to 0.012 MGD. Wayne holds a class “A” wastewater certification.

Mike Murphy – Mike has 14 years experience operating all varieties of wastewater treatment plants. Mike started out as an intern with the Village of Marathon City, WI. After graduating with a B.S. in Waste Management, Mike went on to work for the City of Green Bay at their 32.0 MGD wastewater facility. Mike holds a class “A” wastewater certification.

Other “in office” senior level operators that will be trained at the Mead WWTP are:

Misael Rodriquez – Misael has 8 years’ operating all varieties of wastewater treatment facilities including a Jet Tech Omni-Flow extended aeration activated sludge process. Misael holds a class “A” wastewater certification.

Dan Wolf – Dan has 13 years’ operating all varieties of wastewater facilities including one of the largest SBRs in the state. A 0.9 MGD SBR in Idaho Springs, Colorado. Dan holds a class “A” wastewater certification.

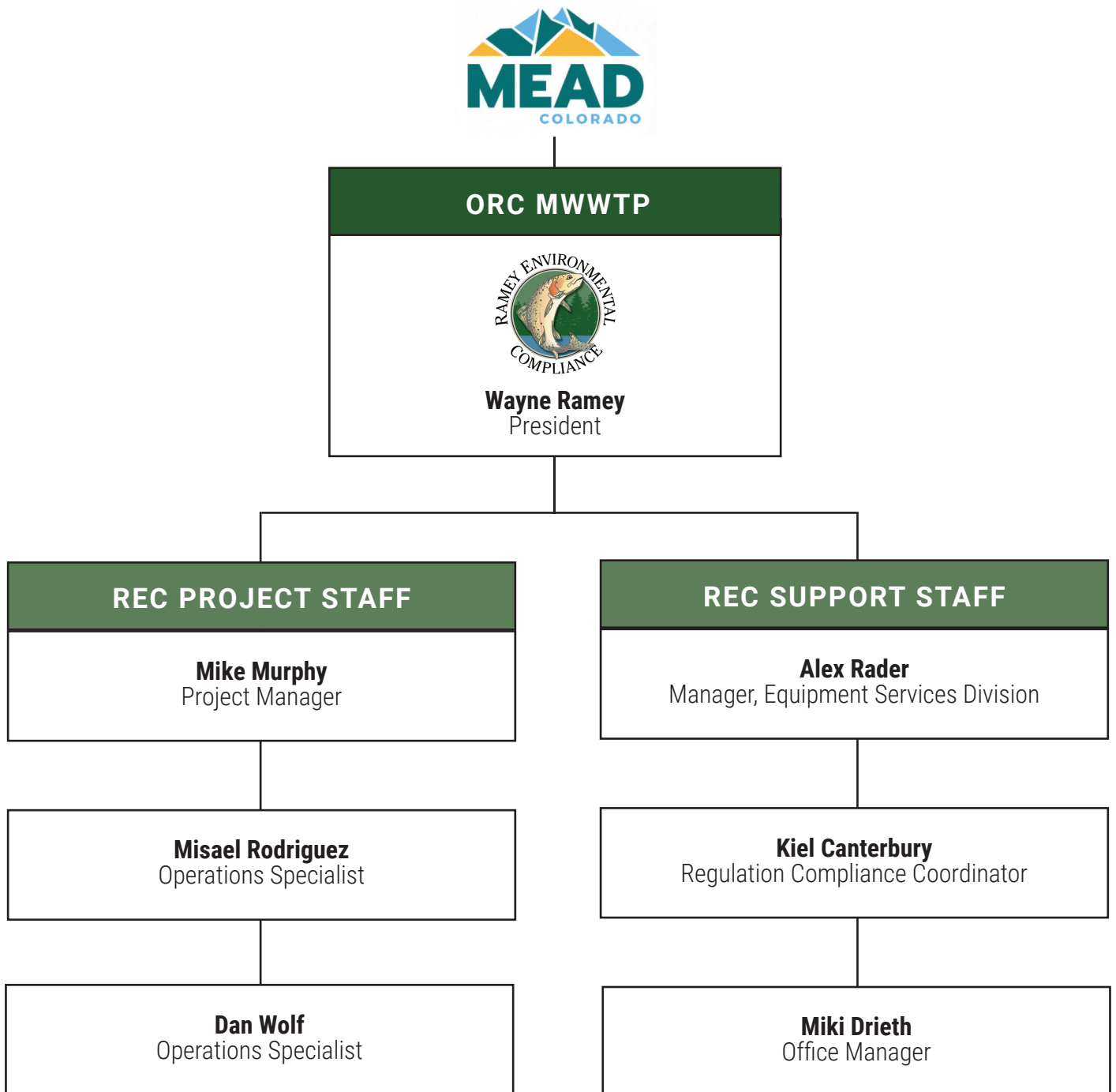
### 4. RESUMES

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- + **R. Wayne Ramey *President***  
Oversees entirety of operation
- + **Mike Murphy *Vice President***  
Primary Management and Liaison to Town and its staff
- + **Misael Rodriquez *Operations Specialist***  
Back-up to VP of Operations
- + **Dan Wolf *Operations Specialist***  
Back-up to VP Of Operations

See Appendix A - Resumes.

## Organizational Chart



## 5. GENERAL INFORMATION OF THE FIRM

### a. Affiliated and subsidiary, if any

Ramey Environmental Compliance, Inc. is a subsidiary of PERC Water Corporation (<https://percwater.com>). PERC Water Corporation, (PERC) is an innovative water infrastructure company that develops, designs, builds, operates and manages water infrastructure throughout the United States. PERC designed more than 75 water infrastructure projects, 31 of which they have built and placed into operation over the past 26 years. PERC has a 26-year history of successful start-up, commissioning, operation, maintenance and management of water, wastewater treatment and water reuse facilities.

PERC is a wholly-owned subsidiary of Consolidated Water Co. Ltd. (Nasdaq Global Select Market: CWCO). CWCO provides Design, Build and Operate solutions for water treatment in the Caribbean and US. CWCO also manufactures major components for water treatment equipment and offers distribution, design, installation, and management services (<https://cwco.com>).

### b. Insurance carriers, their A.M. Best rating, policy expiration date(s), and the types and limits of each coverage as applicable.

See Appendix B - Insurance.

Arthur J. Gallagher Risk Service Management, LLC

Best Ratings - Financial strength ratings

Rating: A+ (Excellent).

Outlook: Stable.

Action: Affirmed

Policies expires 11/01/24.

General Liability (commercial)	\$4,000,000
Worker's Compensation	\$1,000,000
Pollution Control	\$4,000,000
Professional Liability	\$10,000,000

## 6. FEE INFORMATION

DESCRIPTION	UNITS	SUBTOTAL
Monthly Fixed Fee plus 6% vehicle surcharge:		
5x/week visits to WWTP Mon – Fri	Monthly	\$5,056.90
2x/week visits to MWWTP Sat - Sun	Monthly	\$1,008.89
1/week visit to Raterink Lift Station	Monthly	\$336.30
1x/week visit to Lake Thomas	Monthly	No Charge
	<b>Total</b>	<b>\$6,402.09</b>
Non-Scheduled operations and consulting hourly rates during normal business hours.		
Consulting		<u>\$183.00</u>
Management Services	Hourly	<u>\$136.00</u>
Lead Operations Staff (Level A or B)		<u>\$105.00</u>
Plant Operator C or D		<u>\$91.00</u>
Administration		<u>\$78.00</u>
Overtime increase (After Hours)	%	150%
All major repairs will be invoiced out separately by REC's Equipment Services Division at the following rates, Or Town may choose to hire its own contractor coordinated through REC.		
Shop Rates	Regular Hourly	\$114.00
	Emergency	\$171.00
Field Rates	Sunday & Holiday	\$228.00
	Regular	\$130.00
Mileage Rates	Emergency	\$195.00
	Per Mile	IRS Prevailing Rate
Jet Vac Truck	Hourly – plus mileage portal to portal	\$312.00
CCTV Video Inspection		\$294.00
Meetings	Hourly – plus mileage portal to portal	\$183.00 - \$136.00
Mark-up on operator provided sub-contractor work, Lab testing costs, parts and equipment	%	20%
Mileage charge portal to portal for meetings and additional visits etc.	Per Mile	IRS Prevailing Rate



## 7. ANTICIPATED ACTIVITIES

The only other activities that may be needed to operate the facility are purely electrical and SCADA related. When flow meters are calibrated, they will be scheduled during normal visits. If something happens electrical, it would most likely be during an emergency related activity. If something goes wrong with the SCADA, we will try to arrange the activity while on a routine visit. Otherwise, REC does not feel that there would be any other activity to operate the facility.

Below is a list of outside contractors that may be used from time to time for specialty areas.

REC has currently works with the below service and repair companies in order to assist our clients with the needs of their emergency standby power systems. The following list is in no preferential order and all companies have familiarity and experience working with the facilities emergency standby power system.

### SCADA Integrators

- + **Browns Hill Engineering and Controls**  
8130 Shaffer Parkway Suite A  
Littleton, CO 80127  
(720) 344-7771

#### 2024 Service Labor rates

Regular \$190/hr. PTP plus \$0.65/mile.  
Emergency Business Hours \$275/hr.  
plus \$0.65/mile

Emergency After Hours \$300/hr.  
plus \$0.65/mile

- + **Fluid Design + Build, LLC**  
410 4th Ave  
Longmont, CO 80501  
(303) 513-3535

**2024 Time and Materials pricing**  
\$185/hr. plus 15% markup for materials.

- + **HOA Solutions Inc**  
2601 W L St #1  
Lincoln, NE 68522  
(402) 467-3750

### Generator Maintenance and Repair Service Providers

- + **Smith Power Products**  
5681 Iris Pkwy  
Frederick, CO 80530  
(800) 658-5352

#### 2024 Service Labor Rates

Reg. Hourly Rate - \$172.00/hr.  
Over Time Rate - \$258.00/hr.  
Holiday Rate - \$344.00/hr.

- + **Generator Source**  
625 Baseline Rd  
Brighton, CO 80603  
(303) 659-2073

## 8. ROUTINE MAINTENANCE NOT TO BE COMPLETED BY REC STAFF

All routine maintenance tasks described in the RFP will be performed by REC Staff. The REC, Inc. Equipment Services Division will provide a proposal on any of the major work identified below except the generator, electrical or SCADA work. Operations staff will coordinate for the Town.

- + Major pump maintenance
- + Major Blower maintenance
- + Major Grinder maintenance
- + Major Auger maintenance
- + Major Grit removal equipment maintenance
- + Generator maintenance
- + Electrical actuated valve repair and/or replacement
- + Major electrical repairs
- + SCADA maintenance and/or repairs

## 9. QUALIFIED SYSTEM INTEGRATORS FOR THE SCADA

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Browns Hill Engineering is currently the system integrator for the SCADA. Browns Hill Engineering invoices the Town of Mead directly.

**+ 2024 Service Labor rates**

Regular \$190/hr. PTP plus \$0.65/mile.

Emergency Business Hours \$275/hr. plus \$0.65/mile

Emergency After Hours \$300/hr. plus \$0.65/mile

## 10. FIRM'S PREVIOUS HISTORY REGARDING CLAIMS AND OTHER LEGAL MATTERS

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REC, Inc. has had three (3) claims over the past 30 years, however; those claims were settled through arbitration and have associated NDAs with those claims. REC, Inc. has never been to court on a legal matter.

## 11. FINES OR ACTIONS TAKEN AGAINST OUR FIRM DUE TO EFFLUENT OR OTHER VIOLATIONS

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No fines, violation or actions have been taken against our firm. Our integrity is our most trusted attribute.



www.jvajva.com

Boulder

1319 Spruce Street  
Boulder, CO 80302  
303.444.1951

Fort Collins

25 Old Town Square  
Suite 200  
Fort Collins, CO 80524  
970.225.9099

Winter Park

PO Box 1860  
47 Cooper Creek Way  
Suite 328  
Winter Park, CO 80482  
970.722.7677

Glenwood Springs

214 8<sup>th</sup> Street  
Suite 210  
Glenwood Springs, CO  
81601  
970.404.3100

Denver

1512 Larimer Street  
Suite 710  
Denver, CO 80202  
303.444.1951

## M E M O

TO: Manny Windhorst DATE: January 19, 2024  
Program Director JOB NO: 1970.1c  
 FIRM: Town of Mead PROJECT: 2023 RFP for Wastewater Contract Operations  
441 3<sup>rd</sup> Street SUBJECT: Recommendation of Award  
Mead, CO 80542

The Town of Mead (Town) advertised the 2023 Contract Wastewater Operations Services Request for Proposals (RFP) on November 20, 2023, and received two proposals on January 5, 2024. One proposal was from Ramey Environmental Compliance (REC) and another proposal from Direct Discharge Consulting (DDC). Each proposal met the conditions and requirements of the RFP. There were four individuals (two from the Town and two from JVA) that evaluated the proposals in accordance with the RFP selection criteria. Each criterion had a assigned ranking score range, for example, 0 to 15 pts with 0 being the lowest score possible and 15 being the highest score possible. The sum of the scores of each criterion was totalized for each reviewer to determine the most responsive and qualified contractor. Shown on Table 1 is a summary of the total score of each reviewer for comparing the two contractors, REC and DDC.

**TABLE 1: WASTEWATER CONTRACT OPERATIONS COMPARISON**

Proposal Evaluation Reviewer	Total Possible Score	DDC	REC
Reviewer #1	121	84	107
Reviewer #2	121	94	116
Reviewer #3	121	47	112
Reviewer #4	121	35	99
<b>Sum of the Scores</b>	<b>484</b>	<b>260</b>	<b>434</b>

REC’s proposal scored very well in all the selection criteria compared to DDC, particularly in their qualifications, scope of services, experience, and the individuals performing the work. REC also showed well with supporting services including their Equipment Maintenance Division (EMD) and service equipment on hand to respond to plant outages and emergencies. REC has shown excellent service and commitment since they began in 2008 contract operations for the Town’s wastewater facilities. DDC had a lower monthly base rate than REC, however, there was no information on what those services included which left a lot to the imagination. REC costs of services were very detailed and distinguished what services were included in the monthly base rate and what services and hourly rates that were outside the monthly base rate.



It is the opinion of JVA, that the Town should award the 2023 Wastewater Contract Operations to REC based on the scoring and reasons stated in this recommendation of award. As always, feel free to contact me with any questions or comments at 970.222.8060 or [jmcgee@jvajva.com](mailto:jmcgee@jvajva.com).

Sincerely,

JVA, Incorporated

By: \_\_\_\_\_

A handwritten signature in black ink, appearing to read 'John P. McGee', is written over a horizontal line.

John P. McGee, P.E.

Principal



## Agenda Item Summary

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MEETING DATE: February 12, 2024

SUBJECT: **Resolution No. 18-R-2024** – A Resolution of the Town of Mead, Colorado, Approving an Agreement for Professional Services with Dewberry Engineers Inc. for Project and Construction Management Services for State or Federally Funded Projects – 3rd Street and Welker Avenue Intersection Project and Additional Services (TBD)

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

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### SUMMARY

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The Town of Mead issued a Request for Proposals (RFP 2023-009) on November 1, 2023, for Project and Construction Management Services for State and Federally Funded Projects / 3<sup>rd</sup> Street and Welker Avenue Intersection Project (the “Project”). The Town received six proposals for consideration from qualified firms, and two proposals were shortlisted for in-person interviews. The review panel selected Dewberry Engineers Inc. and determined they best meet the needs of the Project. Staff is recommending an award to Dewberry Engineers Inc. (the “Contractor”) for an amount not to exceed \$556,585.00.

Resolution No. 19 (the “Resolution”): (1) approves the Agreement for Professional Services with the Contractor (the “Agreement”) for a not-to-exceed compensation amount of \$556,585.00, and (2) authorizes Mayor Whitlow to execute the Agreement on behalf of the Town, once in final form. A copy of the Agreement is attached to the Resolution as **Exhibit 1**.

The Contractor will manage all aspects of Project and construction management and shall be responsible for completing the required CDOT inspection, reporting and testing requirements, review of monthly pay applications, verification of quantities, utility coordination, and contract and project close-out assistance, including the preparation and submittal of requests for reimbursement to CDOT. The Contractor will work closely with the Town of Mead Project Manager to perform Project and construction management services along with construction administration and inspection for this Project based on standard CDOT and Local Agency project requirements.

The Project (3<sup>rd</sup> Street and Welker Avenue Intersection Project) is a federally funded public infrastructure project. The design is finalized, and right-of-way acquisition is underway. The Project is expected to go to bid in Q1 2024, pending final CDOT clearances and real estate acquisition. The Project includes the addition of new turn lanes, curb, gutter, sidewalk, striping, and traffic signal.

RFP 2023-009 also contemplates that the Town *may* request the Contractor to provide additional construction management services for other public infrastructure projects in the future and specifically excluding the Project (the “Additional Services”).

The Agreement includes language which clarifies that no Additional Services will be provided by the Contractor to the Town unless and until: (1) a Task Order is approved identifying the specific Additional Services to be provided by the Contractor to the Town; and (2) the Agreement is amended to the extent necessary to properly adjust the Not-to-Exceed Amount set forth in Section IV.A. of the Agreement.



Specifically, the Agreement contains the following language in Section I.C. (“Task Orders for Additional Services”):

No task order(s) shall be approved or executed by the Town Representative [Town Manager] unless and until the Board of Trustees has considered and approved a Resolution: (1) authorizing a written amendment to this Agreement to increase the Not-to-Exceed Amount set forth in Section IV.A. below, as necessary; and (2) delegating authority to the Town Representative (Town Manager) to finalize and execute the task order(s) on behalf of the Town.

This language ensures that the Board will have the opportunity to review and approve the scope of services and pricing associated with any future projects.

#### FINANCIAL CONSIDERATIONS

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The approved 2024 budget identified funds in the following fund to fund the Project Services:

14-40-5500 – Transportation Fund – Capital Outlay- Welker/3<sup>rd</sup> Intersection

#### STAFF RECOMMENDATION/ACTION REQUIRED

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A motion to approve the February 12, 2024, consent agenda will approve the Resolution (approving the Agreement and authorizing the Mayor to execute the Agreement with the Contractor, once in final form). If this item is pulled off the consent agenda for further discussion or questions, Staff recommends the following motion:

Suggested Motion:

“I move to approve Resolution No. 18-R-2024, A Resolution of the Town of Mead, Colorado, Approving an Agreement for Professional Services with Dewberry Engineers Inc. for Project and Construction Management Services for State or Federally Funded Projects – 3rd Street and Welker Avenue Intersection Project and Additional Services (TBD).”

#### ATTACHMENTS

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Resolution No. 18-R-2024  
Agreement for Professional Services  
Exhibit A to Agreement – Project Services (3<sup>rd</sup> Street and Welker Avenue Intersection Project)  
Exhibit B to Agreement – Contractor Compensation  
Exhibit C to Agreement – Task Order Form

**TOWN OF MEAD, COLORADO  
RESOLUTION NO. 18-R-2024**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING AN AGREEMENT  
FOR PROFESSIONAL SERVICES WITH DEWBERRY ENGINEERS INC. FOR PROJECT  
AND CONSTRUCTION MANAGEMENT SERVICES FOR STATE OR FEDERALLY FUNDED  
PROJECTS – 3RD STREET AND WELKER AVENUE INTERSECTION PROJECT AND  
ADDITIONAL SERVICES (TBD)**

**WHEREAS**, on or about November 1, 2023, the Town issued that certain Request for Proposals for Project and Construction Management Services for State or Federally Funded Projects including the 3rd Street and Welker Avenue Intersection Project (RFP 2023-009); and

**WHEREAS**, the 3rd and Welker Intersection Improvement Project (“Project”) is a federal aid public infrastructure project in need of construction management services and forms the main basis for the Town’s issuance of RFP 2023-009; and

**WHEREAS**, Dewberry Engineers Inc., a New York corporation (“Contractor”), represents that it has the requisite expertise and experience to perform the construction management services for the Project; and

**WHEREAS**, it is in the best interest of the Town to award the Project to Contractor in the not-to-exceed amount of Five Hundred Fifty-Six Thousand Five Hundred Eighty-Five Dollars (\$556,585.00); and

**WHEREAS**, the Town wishes to enter into an agreement for professional services with Contractor (“Agreement”) a copy of which is attached to this Resolution as **Exhibit 1** and is incorporated herein by reference; and

**WHEREAS**, the Board of Trustees desires to approve the Agreement and delegate authority to the Mayor to execute the Agreement on behalf of the Town 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 foregoing recitals incorporated as findings of the Board of Trustees.

**Section 2.** The Board of Trustees hereby: (a) approves the Agreement with the Contractor in substantially the form attached to this Resolution as **Exhibit 1** for a not-to-exceed compensation amount of Five Hundred Fifty-Six Thousand Five Hundred Eighty-Five Dollars (\$556,585.00); (b) authorizes the Town Attorney in cooperation with the Town Manager to make non-material changes to the Agreement that do not increase the Town’s financial obligations prior to execution by the Town; and (c) authorizes the Mayor to execute the Agreement on behalf of the Town when in final form.

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

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

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

**INTRODUCED, READ, PASSED, AND ADOPTED THIS 12<sup>TH</sup> DAY OF FEBRUARY, 2024.**

**ATTEST:**

**TOWN OF MEAD**

By: \_\_\_\_\_  
Mary E. Strutt, MMC, Town Clerk

By: \_\_\_\_\_  
Colleen G. Whitlow, Mayor

**EXHIBIT 1**

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE TOWN OF MEAD AND DEWBERRY ENGINEERS INC. FOR PROJECT AND CONSTRUCTION MANAGEMENT SERVICES FOR STATE OR FEDERALLY FUNDED PROJECTS – 3RD STREET AND WELKER AVENUE INTERSECTION PROJECT AND ADDITIONAL SERVICES (TBD)**

*[See Attached]*

**Town of Mead, Colorado**  
**AGREEMENT FOR PROFESSIONAL SERVICES**

**Project/Services Name:**  
**Project and Construction Management Services for State or Federally Funded Projects**

**3rd Street and Welker Avenue Intersection Project  
and Additional Services (TBD)**

**(RFP No. 2023-009)**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into by and between the **Town of Mead**, a municipal corporation of the State of Colorado, with offices at 441 Third Street, Mead, Colorado 80542 (the “Town”), and **Dewberry Engineers Inc.**, a New York corporation with offices at 8401 Arlington Boulevard, Suite 1, Fairfax, VA 22031 and local Colorado offices at 990 South Broadway, Suite 400, Denver, CO 80209-4275 (“Contractor”) (each individually a “Party” and collectively the “Parties”).

**RECITALS**

WHEREAS, on or about November 1, 2023, the Town issued that certain Request for Proposals for Project and Construction Management Services for State or Federally Funded Projects including the 3rd Street and Welker Avenue Intersection Project (RFP 2023-009); and

WHEREAS, the 3rd and Welker Intersection Improvement Project (“Project”) is a federal aid public infrastructure project in need of construction management services and forms the main basis for the Town’s issuance of RFP 2023-009; and

WHEREAS, the Town requires construction management services for the Project as more fully described in **Exhibit A**; and

WHEREAS, Contractor represents that it has the requisite expertise and experience to perform the construction management services for the Project; and

WHEREAS, RFP 2023-009 also contemplates that the Town may request the Contractor to provide additional construction management services for other future public infrastructure projects excluding the Project (the “Additional Services”); and

WHEREAS, the Parties specifically agree that no Additional Services will be provided by the Contractor to the Town unless and until: (1) a Task Order is approved identifying the specific Additional Services to be provided by the Contractor to the Town; and (2) this Agreement is amended to the extent necessary to properly adjust the Not-to-Exceed Amount set forth in Section IV.A. of this Agreement; and

WHEREAS, the Town desires to contract with the Contractor subject to the terms and conditions of this Agreement; and

WHEREAS, the Contractor desires to contract with the Town subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**I. SCOPE OF SERVICES**

A. Project Services. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services for the Project set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the “Services” or “Project Services”). The Parties recognize and acknowledge that, although the Town has requested certain general services to be performed or certain work product to be produced, the Contractor has offered to the Town the process, procedures, terms, and conditions under which the Contractor plans and proposes to achieve or produce the Services and/or work product(s) and the Town, through this Agreement, has accepted such process, procedures, terms, and conditions as binding on the Parties.

B. Changes to Project Services. A change in the Project Services shall not be effective unless authorized through a written amendment to this Agreement signed by both Parties. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein or as otherwise provided in writing by the Town, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement.

C. Task Orders for Additional Services. The Contractor shall provide any Additional Services (as that term is defined above) pursuant to one or more task orders, the form of which is attached hereto as **Exhibit C**, that set forth the scope of work and project cost for specific projects to be performed as part of any Additional Services. **The Parties acknowledge and agree that no task order(s) shall be required for the Project Services.** The Contractor shall provide no Additional Services except pursuant to task orders completed and executed by the Parties in accordance with this Agreement. All Additional Services provided pursuant to task orders issued hereunder shall be in compliance with the terms and conditions of this Agreement. No task order(s) shall be approved or executed by the Town Representative unless and until the Board of Trustees has considered and approved a Resolution: (1) authorizing a written amendment to this Agreement to increase the Not-to-Exceed Amount set forth in Section IV.A. below, as necessary; and (2) delegating authority to the Town Representative (Town Manager) to finalize and execute the task order(s) on behalf of the Town. Once any task order(s) have been approved by the Town in accordance with the requirements of this Agreement, any Contractor obligations pertaining to the “Services” in this Agreement shall include the Additional Services approved pursuant to task order(s), as the context may require.

D. Duty to Inform. The Contractor shall perform the Services in accordance with this Agreement and shall promptly inform the Town concerning ambiguities and uncertainties related to the Contractor’s performance that are not addressed by the Agreement.

E. Time of Performance. The Contractor shall perform all Services in accordance with this Agreement commencing on the Effective Date, as set forth in Section II of this Agreement, until such Services are completed, or terminated or suspended in accordance with this Agreement. The Contractor shall not temporarily delay, postpone, or suspend the performance of the Services without the written consent of the Town Board of Trustees, Town Representative, or a person expressly authorized in writing to direct the Contractor’s services.

F. Compliance Requirements. Contractor will provide Services subject to the requirements of all applicable Colorado Department of Transportation (“CDOT”), Federal Highway Administration (“FHWA”) and/or any other applicable state or federal agency rules and regulations, including all applicable reporting requirements. The Contractor understands that strict compliance with CDOT and FHWA rules and regulations (including all applicable reporting requirements) is critical to ensure the Town receives full reimbursement of applicable Project grant funds.

## **II. TERM AND TERMINATION**

A. Term. This Agreement shall commence on the date of mutual execution of the Parties (the “Effective Date”) and shall continue until **December 31, 2024** or until terminated as provided herein (“Termination Date”). The Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation. Any written amendment extending the term of this Agreement shall include the not-to-exceed amount for the relevant period and any updated rate schedule which applies to the extension period.

B. Town Unilateral Termination. This Agreement may be terminated by the Town for any or no reason upon written notice delivered to the Contractor at least ten (10) days prior to termination. In the event of the Town’s exercise of the right of unilateral termination as provided by this paragraph:

1. Unless otherwise provided in any notice of termination, the Contractor shall provide no further services in connection with this Agreement after Contractor’s receipt of a notice of termination; and

2. The Contractor shall deliver all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement to the Town and such documents, data, studies, and reports shall become the property of the Town; and

3. The Contractor shall submit to the Town a final accounting and final invoice of charges for all outstanding and unpaid Services and reimbursable expenses authorized by this Agreement and performed prior to the Contractor’s receipt of notice of termination and for any Services authorized to be performed by the notice of termination as provided by Section II.B of this Agreement. The Contractor shall deliver such final accounting and final invoice to the Town

within thirty (30) days of the date of termination; thereafter, the Town shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor.

C. Termination for Non-Performance. Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party. Such notice shall specify the non-performance, provide a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this Section II.C, “reasonable time” shall not be less than five (5) business days. In the event of a failure to timely cure a non-performance and upon the date of the resulting termination for non-performance, the Contractor shall prepare a final accounting and final invoice of charges for all performed but unpaid Services and any reimbursable expenses authorized by this Agreement. Such final accounting and final invoice shall be delivered to the Town within fifteen (15) days of the termination date contained in the written notice. Thereafter, the Town shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor. Provided that notice of non-performance is provided in accordance with this Section II.C, nothing in this Section II.C shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

D. Suspension of Services. The Town may suspend the Contractor’s performance of the Services at the Town’s discretion and for any reason by delivery of written notice of suspension to the Contractor, which notice shall state a specific date of suspension. Upon Contractor’s receipt of such notice of suspension from the Town, the Contractor shall immediately cease performance of the Services on the date of suspension except: (1) as may be specifically authorized by the notice of suspension (e.g., to secure the work area from damage due to weather or to complete a specific report or study); or (2) for the submission of an invoice for Services performed prior to the date of suspension in accordance with this Agreement. Contractor shall not re-commence performance of the Services until it receives written notice of re-commencement from the Town.

E. Delivery of Notices. Any notice permitted by this Section II and its subsections shall be addressed to the Town Representative or the Contractor Representative at the address set forth in Section XII.D of this Agreement or such other address as either Party may notify the other of and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

### III. REPRESENTATIVES AND SUPERVISION

A. Town Representative. The Town representative responsible for oversight of this Agreement and the Contractor’s performance of Services hereunder shall be the **Town Manager or his or her designee** (“Town Representative”). The Town Representative shall act as the Town’s primary point of contact with the Contractor.



B. Contractor Representative. The Contractor representative under this Agreement shall be **Justin Schaller, PM/CM Department Manager** (“Contractor Representative”). The Contractor Representative shall act as the Contractor’s primary point of contact with the Town. The Contractor shall not designate another person to be the Contractor Representative without prior written notice to the Town.

C. Town Supervision. The Contractor shall provide all Services with little or no daily supervision by Town staff or other contractors. Inability or failure of the Contractor to perform with little or no daily supervision which results in the Town’s need to allocate resources in time or expense for daily supervision shall constitute a material breach of this Agreement and be subject to cure or remedy, including possible termination of the Agreement, as provided in this Agreement.

#### IV. COMPENSATION

A. Not-to-Exceed Amount. Following execution of this Agreement by the Parties, the Contractor shall be authorized to and shall commence performance of the Project Services as described in **Exhibit A**, subject to the requirements and limitations on compensation as provided by this Section IV and its subsections. Compensation to be paid hereunder shall not exceed Five Hundred Fifty-Six Thousand Five Hundred Eighty-Five Dollars (**\$556,585.00**) (“**Not-to-Exceed Amount**”) unless a different amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement. Notwithstanding the amount specified in this Section, Contractor shall be paid only for work performed. Contractor shall not be paid until tasks identified in the Project Services are performed to the satisfaction of the Town. As set forth in Section I.C. above, the Contractor shall provide no Additional Services except pursuant to one or more task orders completed and executed by the Parties. In consideration for the completion of the Project Services by Contractor, the Town shall pay Contractor as follows:

- If this box is checked, the Town shall pay Contractor on a time and materials basis in accordance with the rate schedule shown in **Exhibit B**. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for any fees, costs and expenses. Final payment may be requested by the Contractor upon completion of the Services and the Town’s acceptance of all work or Services as set forth in **Exhibit A**.
- If this box is checked, the Town shall pay the Contractor the Not-to-Exceed Amount in a single lump sum payment on     [insert date here, if applicable]    .

B. Receipts. The Town, before making any payment, may require the Contractor to furnish at no additional charge releases or receipts from any or all persons performing work under this Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the Town’s interest. The Town, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.

C. Reimbursable Expenses.

1. If this Agreement is for lump sum compensation, there shall be no reimbursable expenses.

2. If the Agreement is for compensation based on a time and materials basis, the following shall be considered “reimbursable expenses” for purposes of this Agreement and may be billed to the Town without administrative mark-up, which must be accounted for by the Contractor, and proof of payment shall be provided by the Contractor with the Contractor’s monthly invoices:

- None
- Vehicle Mileage (billed at not more than the prevailing per mile charge permitted by the IRS as a tax-deductible business expense)
- Printing and Photocopying Related to the Services (billed at actual cost)
- Long Distance Telephone Charges Related to the Services
- Postage and Delivery Services

3. Other Expenses. Any fee, cost, charge, or expense incurred by the Contractor not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost that shall be borne by the Contractor and shall not be billed or invoiced to the Town and shall not be paid by the Town.

D. No Waiver. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

**V. PROFESSIONAL RESPONSIBILITY**

A. General. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing required by law.

B. Standard of Performance. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations including environmental, health and safety laws and regulations.

C. Subcontractors. The Parties recognize and agree that subcontractors may be utilized by the Contractor for the performance of certain Services if included and as described more particularly in **Exhibit A**; however, the engagement or use of subcontractors will not relieve or excuse the Contractor from performance of any obligations imposed in accordance with this Agreement and Contractor shall remain solely responsible for ensuring that any subcontractors engaged to perform Services hereunder shall perform such Services in accordance with all terms and conditions of this Agreement.

## VI. INDEPENDENT CONTRACTOR

A. General. Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

B. Liability for Employment-Related Rights and Compensation. The Contractor shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Contractor, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. Accordingly, the Town shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

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

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

C. Employee Benefits Claims. To the maximum extent permitted by law, the Contractor waives all claims against the Town for any Employee Benefits; the Contractor will defend the Town from any claim and will indemnify the Town against any liability for any Employee Benefits for the Contractor imposed on the Town; and the Contractor will reimburse the

Town for any award, judgment, or fine against the Town based on the position the Contractor was ever the Town's employee, and all attorneys' fees and costs the Town reasonably incurs defending itself against any such liability.

## VII. INSURANCE

A. General. During the term of this Agreement, the Contractor shall obtain and shall continuously maintain, at the Contractor's expense, insurance of the kind and in the minimum amounts specified as follows by checking the appropriate boxes:

- The Contractor shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Contractor to be sufficient to meet or exceed the Contractor's minimum statutory and legal obligations arising under this Agreement ("Contractor Insurance"); OR
- The Contractor shall secure and maintain the following ("Required Insurance"):
  - Worker's Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.
  - Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000.00) each occurrence and of Two Million Dollars (\$2,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.
  - Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00) each occurrence with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Services, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the Town as Certificate

Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.

- Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of One Million Dollars (\$1,000,000.00) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.

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

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

D. Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and continuously maintain policies of insurance shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Agreement. Failure on the part of the Contractor to obtain and continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the Town may immediately terminate this Agreement, or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith. All monies so paid by the Town, together with an additional five percent (5%) administrative fee, shall be repaid by the Contractor to the Town immediately upon demand by the Town. At the Town's sole discretion, the Town may offset the cost of the premiums against any monies due to the Contractor from the Town pursuant to this Agreement.

## VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or

other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

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

## **IX. [RESERVED]**

## **X. REMEDIES**

A. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the Town may exercise the following remedial actions if the Contractor substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities or inactions by the Contractor. The remedial actions include:

1. Suspend the Contractor's performance pending necessary corrective action as specified by the Town without the Contractor's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or
2. Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or
3. Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the Town; and/or
4. Terminate this Agreement in accordance with this Agreement.

B. The foregoing remedies are cumulative and the Town, in its sole discretion, may exercise any or all of the remedies individually or simultaneously.

## **XI. RECORDS AND OWNERSHIP**

A. Retention and Open Records Act Compliance. All records of the Contractor related to the provision of Services hereunder, including public records as defined in the Colorado Open Records Act ("CORA"), and records produced or maintained in accordance with this Agreement,

are to be retained and stored in accordance with the Town’s records retention and disposal policies. Those records which constitute “public records” under CORA are to be at the Town offices or accessible and opened for public inspection in accordance with CORA and Town policies. Public records requests for such records shall be processed in accordance with Town policies. Contractor agrees to allow access by the Town and the public to all documents subject to disclosure under applicable law. Contractor’s willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town. For purposes of CORA, the Town Clerk is the custodian of all records produced or created as a result of this Agreement. Nothing contained herein shall limit the Contractor’s right to defend against disclosure of records alleged to be public.

B. Town’s Right of Inspection. The Town shall have the right to request that the Contractor provide to the Town a list of all records of the Contractor related to the provision of Services hereunder retained by the Contractor in accordance with this subsection and the location and method of storage of such records. Contractor agrees to allow inspection at reasonable times by the Town of all documents and records produced or maintained in accordance with this Agreement.

C. Ownership. Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the Town of Mead upon delivery and shall not be made subject to any copyright by the Contractor unless authorized by the Town. Other materials, statistical data derived from other clients and other client projects, software, methodology and proprietary work used or provided by the Contractor to the Town not specifically created and delivered pursuant to the Services outlined in this Agreement shall not be owned by the Town and may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The Town shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by Town staff and/or employees; or (2) pursuant to a request under the Colorado Open Records Act, § 24-72-203, C.R.S., to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Services. The Contractor may publicly state that it performs the Services for the Town.

D. Return of Records to Town. At the Town’s request, upon expiration or termination of this Agreement, all records of the Contractor related to the provision of Services hereunder, including public records as defined in the CORA, and records produced or maintained in accordance with this Agreement, are to be returned to the Town in a reasonable format and with an index as determined and requested by the Town.

## **XII. MISCELLANEOUS**

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

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

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

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

**If to the Town:**

**If to Contractor:**

Town of Mead Attn: Town Manager 441 Third Street P.O. Box 626 Mead, Colorado 80542	Dewberry Engineers Inc. Attn: Justin Schaller, PM/CM 990 South Broadway, Suite 400 Denver, CO 80209-4275
With Copy to: Michow Guckenberger McAskin LLP Attn: Mead Town Attorney 5299 DTC Blvd, Suite 300 Greenwood Village, CO 80111	With Copy to:

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

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

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

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



I. Governmental Immunity. The Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended (“CGIA”), or otherwise available to the Town and its officers or employees. Presently, the monetary limitations of the CGIA are set at four hundred twenty-four thousand dollars (\$424,000) per person and one million one hundred ninety-five thousand dollars (\$1,195,000) per occurrence for an injury to two or more persons in any single occurrence where no one person may recover more than the per person limit described above.

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

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

L. Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section XII shall not authorize assignment.

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

N. Release of Information. The Contractor shall not, without the prior written approval of the Town, release any privileged or confidential information obtained in connection with the Services or this Agreement.

O. Attorneys’ Fees. If the Contractor breaches this Agreement, then it shall pay the Town’s reasonable costs and attorney's fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.

P. Survival. The provisions of Sections VI (Independent Contractor), VII (Insurance), VIII (Indemnification) and XII (A) (Governing Law and Venue), (J) (Rights and Remedies), (K) Annual Appropriation), (N) (Release of Information) and (O) Attorneys’ Fees, shall survive the expiration or termination of this Agreement. Any additional terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

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

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

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

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

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

V. Web Accessibility Compliance Requirements. Contractor will provide Services subject to the requirements of the web accessibility requirements of C.R.S. § 24-34-802.

*SIGNATURE PAGES FOLLOW*

**THIS AGREEMENT is executed and made effective as provided above.**

**TOWN OF MEAD, COLORADO**

By: \_\_\_\_\_  
Colleen G. Whitlow, Mayor

Date of execution: \_\_\_\_\_, 2024

ATTEST:

\_\_\_\_\_  
Mary E. Strutt, MMC, Town Clerk

APPROVED AS TO FORM (*excluding exhibits*):

\_\_\_\_\_  
Marcus McAskin, Town Attorney

**CONTRACTOR:**

**DEWBERRY ENGINEERS INC.**, a New York corporation

By: \_\_\_\_\_  
Ken Cecil, PE, CFM

Title: Associate Vice President

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing Agreement for Professional Services was subscribed, sworn to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by Kevin Cecil, PE, CFM as Associate Vice President of DEWBERRY ENGINEERS INC., a New York corporation.

My commission expires: \_\_\_\_\_

(S E A L)

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

**EXHIBIT A**  
**PROJECT SERVICES**

**(3<sup>rd</sup> Street and Welker Avenue Intersection Project)**

## Scope of Services

### Project and Construction Management Services

#### PURPOSE OF WORK

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In general, the Consultant shall act as an extension of Town staff and will be responsible for managing every aspect of the project, including but not limited to:

- Oversee, assist and advise the Town Project Manager in all phases of the project as it relates to construction management, ensuring and documenting compliance with the project contract documents and all applicable local, state and federal requirements.
- Conduct pre-bid, pre-construction, and construction progress meetings and provide meeting agendas and minutes.
- Review bid packages provided by the design teams, evaluate bid results, review/prepare addendums, complete contractor reference checks, and prepare award and contracting documents for Town execution.
- Prepare bid documents for signal maintenance contract and materials testing services (if not provided) and manage all aspects of related contract bidding, award, and administration.
- Negotiate and prepare contracts for design engineer's construction administration services.
- Provide project reporting to various governmental agencies as it relates to construction including the Town of Mead, FHWA, and CDOT.
- Coordinate and collaborate with all affected public and private utilities, ditch companies, railroads, school districts, public agencies, funding partners, community stakeholders, local organizations and authorities, and affected property and business owners.
- Identify and coordinate required utility relocations.
- Attend open houses, Board of Trustee meetings, and informational meetings, as needed.
- Meet with affected property and business owners throughout construction as needed, and coordinate access needs during construction.
- Provide or manage all aspects of daily inspections, testing, time counts, and related required CDOT documentation.
- Perform traffic control inspections and coordinate MHT submittals and approvals with Town staff and CDOT.
- Perform construction stormwater inspections for compliance with SWMP permits.
- Coordinate responses to RFI's, shop drawings and material submittals. Maintain a tracking log and monitor required submittals.
- Monitor contractor compliance with DBE, EEO, and labor compliance requirements. Prepare compliance verification and documentation as required.
- Measure construction quantities, review and process contractor pay requests, negotiate change orders, monitor force account work, and prepare monthly progress reports and pay requests.
- Apply for and/or track required permits, including building demolition permits, and any requirements related to CDOT clearances.
- Advise Town Project Manager regarding variances between actual and budgeted/estimated costs including financial oversight, risk analysis, and budget management for all project related contracts and expenditures.
- Collect contractor as-built drawings and coordinate with design engineer to provide record drawings.

## Scope of Services

### Project and Construction Management Services

- Maintain a set of project files that shall be provided to the Town upon completion of the project.
- Respond in a timely and cost-efficient manner to Town requests.

### CONSTRUCTION SPECIFICATIONS

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All construction shall be completed in accordance with the latest edition of the applicable standards including, but not limited to, the following:

- CDOT Project Development Manual
- CDOT Local Agency Manual
- CDOT M & S Standards
- CDOT Standard Specifications for Road and Bridge Construction
- Manual on Uniform Traffic Control Devices
- Americans with Disabilities Act Accessibility Guidelines
- Town of Mead Design Standards and Construction Specifications

### PERSONNEL REQUIREMENTS

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The Consultant's personnel shall be capable, competent, and experienced in performing the types of work in this Contract with minimal instruction. Personnel skill level should match the specific job classifications and task complexity, as set forth herein or in the Consultant's Cost Proposal. The Consultant's personnel shall be knowledgeable about, and comply with, all applicable federal, state, and local laws and regulations.

All Consultant personnel will be required to operate a motor vehicle, and each must possess and maintain a valid State of Colorado Driver's license. The Professional Engineer and Project Engineer shall have FHWA and CDOT experience sufficient to successfully manage construction. All Consultant personnel assigned to any and all projects shall be thoroughly familiar with CDOT and Town of Mead specifications, manuals, forms and documentation requirements.

The Consultant is required to submit a written request and obtain the Town Representative's prior written approval for any substitutions, additions, alterations, or modifications to the Consultant's originally proposed personnel and project organization, as depicted on the proposed Consultant's organization chart or the Consultant's cost proposals. The substitute personnel shall have the same job classification as set forth herein or in the Consultant's Cost Proposal, not exceed the billing rate, and meet or exceed the qualifications and experience level of the previously assigned personnel, at no additional cost to the Town.

The Consultant's Representative under the Agreement for Professional Services shall be a Registered Professional Engineer licensed in the State of Colorado in good standing with the Colorado State Board for Architects, Professional Engineers, and Professional Land Surveyors at all times during the Contract period, to perform the tasks described in this Contract and shall have a documented minimum ten (10) years of demonstrated experience acceptable to the Town in management and delivery of capital improvement projects for local agencies.

## Scope of Services

### Project and Construction Management Services

#### MATERIALS TO BE PROVIDED BY CONSULTANT

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Unless otherwise specified, the Consultant shall provide all materials to complete the required work in accordance with the delivery schedule and cost estimate outlined in each Task Order.

#### TASK 1: PRE-CONSTRUCTION PHASE

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The Dewberry team will assist the Town and design consultant with any review and coordination needed during the bidding phase of the construction contractor. We will review the plans and specifications in detail, review bid documents, conduct/ attend and document the pre-bid conference, and compile and prepare bid addenda. Once bid packages are received, the team will review the packages, evaluate, recommend award, and prepare contracting documents. We will conduct the preconstruction meeting, prepare the agenda, and document the meeting minutes. As the team prepares for the construction phase, we will develop our PMP defining our stakeholder engagement strategy, construction management plan, and our quality management plan. We will set up our project tracking site, CIPO, where all information, documents, and process management will be managed and tracked through the duration of the project.

Dewberry will review the contract documents to define the scope and services needed for material testing services per CDOT requirements. We will manage all aspects of the procurement process and will administer the contract for the selected testing firm on behalf of the Town. Our field team will conduct thorough video and photo documentation of the preconstruction conditions for the limits of work capturing adjacent roadways, drives, routes, and public/private properties to minimize the Town's risk and avoid damage claims during and after construction.

#### TASK 2: CONSTRUCTION PHASE SERVICES

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##### Project Coordination & Correspondence

Dewberry will coordinate and manage all correspondence with contractors, surveyors, material testers, design engineers, utility companies and community stakeholders. We will maintain close contact with the Town's project manager, provide an on-site construction manager and keep the design engineering firm informed on all pertinent correspondence. Our team will fully engage with all project stakeholders from design through project closeout and will lead regular engagement strategies with the Town to include:

- Weekly/Monthly update emails
- Website updates
- Social media outreach
- One-on-one meetings with business, neighbors, and property owners.
- Communication with local emergency agencies



## Scope of Services

### Project and Construction Management Services

#### Contract Administration

During construction, we will track all installation quantities, reconciling them daily, weekly, and monthly with the contractor to provide accuracy in each pay application. We will further review and recommend approval of pay applications, review, and manage contract changes for approval by the Town in compliance with DOT requirements, review contractor certified payrolls, and prepare all necessary documentation for requests for reimbursement. Throughout the project, we will conduct and preside over activity-specific preconstruction meetings, weekly construction progress meetings, field meetings with the contractor, and their subcontractors. These meetings will target safety, specific upcoming work areas, coordination with stakeholders/residents, special working requirements (environmental, SWMP, working hours), project controls, and other project action items.

#### Document & Process Management

Dewberry will provide and maintain the cloud-based construction management software site, CIPO, for all project documentation and process management. This platform will be available for all project parties, providing collaboration and use of automated workflows for RFIs, submittals, and correspondence. Centralized data with real-time visibility will be leveraged as we track all project documentation, including:

- Contract status
- Applications for payment
- PCOs
- COs
- RFIs
- Submittals
- Daily reports
- Progress photos
- Up-to-date schedule information
- Project correspondence
- All other CM and contractor project documentation

Access to the project records will be available to the team members and the Town. Dewberry will electronically deliver all files at the end of the project. Using CIPO, our contractual processes will be quickly expedited and will minimize lost time through cumbersome document creation. Our experienced construction management team will provide the expertise to fast-track RFIs, manage and recommend solutions, review submittals, and eliminate delays in response time and approvals. This will not only create project efficiency but will also promote congruence between the various project parties to drive a successful project delivery.

#### Project Controls

Our team will implement comprehensive project controls to help manage the critical issues of time, cost, scope, quality, and safety. As time is money, we will focus on efficiently keeping the project on schedule to realize cost savings. Through phasing and planning reviews; robust onsite presence during construction; effective utility coordination; and resolution of project issues at the lowest level of management, the project will be kept on schedule and budget. We will work closely with

## Scope of Services

### Project and Construction Management Services

the contractor to make certain that schedule control measures and management techniques are in place to accurately plan, monitor, and report performance throughout construction. Dewberry maintains Primavera P6 and MS Project licenses. We will perform a detailed review of the contractor's schedule to assess logic between activities, assess realistic activity durations, and verify that the critical path complies with the contract documents. We will also confirm that all specified construction sequencing and schedule constraints, permit conditions, submittal procedures, procurement, closures, testing, and closeout activities are included for all contract work. We will verify that the schedule meets all milestones and deadlines and will review the monthly schedule updates for accuracy against the project records. The Dewberry team will perform the evaluation and administration of all contract modifications, change orders and claims. The team will review the requests for merit, perform an independent estimate, and make recommendations to the Town for consideration. If approved, we will complete the required documentation to process the change. In the event of a claim, the team will immediately notify the Town and will work toward a timely resolution of the claim with the contractor.

Through our detailed oversight of quantity tracking, we will review and reconcile the contractor's monthly pay application while managing the construction budget. We will recommend to the Town any necessary withholdings, such as liquidated damages, labor compliance issues, stop notices, rejected work, or noncompliance with contract requirements. We will prepare and submit a monthly status report to the Town to provide an update on the project schedule, project budget, change orders, and project forecasts. We will routinely inform the Town of anticipated cash flow projections, including item underruns/overruns, and potential claims.

### Quality Control & Inspections

Our staff will perform daily site inspections (full-time) to provide quality construction and conformity to the plans and specifications. We will coordinate our inspection efforts with the project team and Town employees to verify compliance with CDOT requirements and contract documents. Routine field inspections will include:

- Monitoring the contractor's work for general conformance with the plans and specifications
- Documenting the progress of the work with daily diaries and photographs
- Monitoring contract change order work in the field
- Confirming that the designer's submittal comments are incorporated into the work
- Reviewing the contractor's as-built record drawings status
- Coordinating and managing materials testing
- Reviewing and logging materials testing results and addressing non-conforming tests
- Preparing deficiency and punch lists

We will inspect all traffic control devices, as well as stormwater management BMPs. Our staff is trained in confined space entry, trench safety, and OSHA requirements. The project will adhere to Dewberry's ISO 9001:2015 compliant quality management framework, providing the highest level of quality control throughout the project's lifecycle. Our team will manage all material testing reports and monitor, log, and track all test results. We will maintain all CDOT required paperwork and procedures for materials testing and verify project requirements are met. Through our observation and nonconformance processes, the Dewberry team will document any deficiencies or deviations from the contract documents in writing, send the information to the contractor,

## Scope of Services

### Project and Construction Management Services

monitor and communicate outstanding deficiencies with the project team, and oversee resolutions and remediation to all quality issues.

#### Reports & Record Keeping

We will provide the Town with weekly and monthly reports documenting the contractor's work progress, contract times, and other pertinent information. These reports will act as a "dashboard" and provide the Town and stakeholders with an update each month. We will also document daily work progress in the form of daily logs, construction reports, and photographic documentation that will be maintained on our CIPO site. Dewberry also maintains access to drone technology that can provide the Town with a special aerial record of the projects progress. We will collect and map project field data into a GIS database either directly into the Town's base map or housed on Dewberry's GIS project map with the ability to transfer collected data to the Town at the end of the project. We utilize Trimble's DA2 GNSS receiver in conjunction with Field Maps to include accurate positioning coordinates (xyz) with all GIS data collected. The Dewberry team will maintain redline as-built drawings and compare them to the contractor's drawing, reflecting any changes to the original plans. The drawings will then be sent to the design consultant for final preparation of the As-Built Record Drawings. Dewberry will then review the design consultant's work for accuracy and completeness and will follow CDOT and the Town's procedures and requirements for as-built drawings.

#### **TASK 3: POST CONSTRUCTION SERVICES**

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At the completion of construction, we will conduct a final punch list walkthrough and manage any Town coordination, start-up, and testing processes. Our staff will verify accurate O&M manuals are transmitted to the Town and coordinate the execution of all closeout documentation and processes. We will provide all project records and documentation obtained throughout the project. We will manage all workflow, forms, and procedures meeting CDOT Local Agency Requirements. Our tasks will include:

- Working with the contractor and design consultant to verify the as-built drawings are complete and accurate.
- Managing the punch list process and verifying completion.
- Conducting a final project review with the Town, design consultant, CDOT, and other agencies that may be affected by the work.
- Managing the CDOT Local Agency Requirements for project acceptance and project closure, including executing the required workflow, preparing all forms, processes, and required documentation.
- We will prepare and submit a final submittal package.

**EXHIBIT B**  
**COMPENSATION**

# FEE ESTIMATE

## Schedule of Hourly Billing Rates & Charges

<u>Personnel Category</u>	<u>Standard Rate Per Hour</u>
Principal	\$350
Technical Advisor	\$250
QA/QC Officer	\$250
Engineer 9	\$305
Engineer 8	\$275
Engineer 7	\$250
Engineer 6	\$225
Engineer 5	\$195
Engineer 4	\$170
Engineer 3	\$155
Engineer 2	\$135
Engineer 1	\$115
Designer 6	\$220
Designer 5	\$200
Designer 4	\$180
Designer 3 / CAD Technician 5	\$160
Designer 2 / CAD Technician 4	\$135
Designer 1 / CAD Technician 3	\$110
CAD Technician 2	\$100
CAD Technician 1	\$80
Professional 6	\$210
Professional 5	\$190
Professional 4	\$170
Professional 3	\$150
Professional 2	\$125
Professional 1	\$105
Construction Professional 7	\$320
Construction Professional 6	\$285
Construction Professional 5	\$240
Construction Professional 4	\$215
Construction Professional 3	\$185
Construction Professional 2	\$155
Construction Professional 1	\$125
Construction Inspector 7	\$240
Construction Inspector 6	\$205
Construction Inspector 5	\$180
Construction Inspector 4	\$160
Construction Inspector 3	\$140
Construction Inspector 2	\$110
Construction Inspector 1	\$85
Admin Professional 4	\$145
Admin Professional 3	\$115
Admin Professional 2	\$95
Admin Professional 1	\$70

*Rates will be negotiated for personnel with qualifications not identified in the above schedule.*

### Reimbursable Expenses

Subconsultants	Cost + 10%
Vehicle Mileage	Current Allowable IRS Rate
Non-Labor Direct Costs	Cost + 15%

*This Schedule of Standard Hourly Billing Rates is considered "CONFIDENTIAL" information. Release of any information contained herein to third parties is prohibited without consent from Dewberry. The above standard rates will be held firm through December 31, 2024. For any contracts with end dates beyond December 31, 2024, escalation may be applied based on the most current CPIs or COLAs.*

**Town of Mead - 3rd Street & Welker Avenue Intersection**  
**CM Services**  
**CM Services Fee Development Worksheet**  
December 15, 2023

Task	Task Description	Assumptions & Notes	Total Cost	Dewberry			Total Hours	Estimated Labor Hours								
				Other Direct Costs	Labor Subtotal w/ Escalation to Mid-Point	Labor Cost Subtotal		CM Team								
								Cecil	Schaller	Pacheco	Latour	Hensley				
													PIC	CP4	CP2	CP3
				100%		\$	350	\$	215	\$	155	\$	185	\$	145	
<b>Task 1</b>	<b>Pre-construction Phase</b>	<b>Total Duration - 2 months</b>														
1.1	Contract Management	monthly contract management, CDOT LAP	\$ 17,280	\$ -	\$ 17,280	\$ 17,280	80	16	16	0	32	16				
1.2	Establish CIPO Site		\$ 14,550	\$ -	\$ 14,550	\$ 14,550	54	24	24	4	2	0				
1.3	Create PMP/CMP, QMP, & Stakeholder Engagement Plans	Construction Management Plan, Quality Plan	\$ 6,690	\$ -	\$ 6,690	\$ 6,690	30	4	16	0	10	0				
1.4	Pre-construction Photos & Video		\$ 3,125	\$ -	\$ 3,125	\$ 3,125	19	0	3	16	0	0				
1.5	Review Plans & Specs - Bid Set	plan review/comments/Studio Session	\$ 5,180	\$ -	\$ 5,180	\$ 5,180	28	0	8	8	12	0				
1.6	Material Testing Procurement - Bid Analysis/Selection, Contract Docs	Testing firm through Town	\$ 4,250	\$ -	\$ 4,250	\$ 4,250	22	0	6	0	16	0				
1.7	Contractor Procurement - Bid Docs	Contractor selection phase	\$ 4,060	\$ -	\$ 4,060	\$ 4,060	20	0	12	0	8	0				
1.8	Contractor Procurement - Pre-bid Meeting		\$ 1,385	\$ -	\$ 1,385	\$ 1,385	7	0	3	0	4	0				
1.9	Contractor Procurement - Addenda Assistance		\$ 2,340	\$ -	\$ 2,340	\$ 2,340	12	0	4	0	8	0				
1.10	Contractor Procurement - Bid Analysis/Selection, Contract Docs		\$ 3,860	\$ -	\$ 3,860	\$ 3,860	19	1	8	2	8	0				
	<b>Subtotal - Task 1 - Pre-construction Phase</b>		<b>\$ 62,720</b>	<b>\$ -</b>	<b>\$ 62,720</b>	<b>\$ 62,720</b>	<b>291</b>	<b>45</b>	<b>100</b>	<b>30</b>	<b>100</b>	<b>16</b>				
<b>Task 2</b>	<b>Construction Phase (8 months)</b>	<b>Total Duration - 8 months</b>														
	<b>Contract Administration</b>															
2.1	Contract Management - Construction		\$ 22,540	\$ -	\$ 22,540	\$ 22,540	116	0	60	24	32	0				
2.2	Contract Management - Pay app, change orders, RFR	processing all contract paperwork	\$ 40,630	\$ -	\$ 40,630	\$ 40,630	202	40	24	50	24	64				
2.3	Pre-construction Meeting	agenda, contact list, minutes	\$ 2,960	\$ -	\$ 2,960	\$ 2,960	16	0	6	6	4	0				
2.4	Weekly Progress Meeting - 1 per week for 8 months	attendance and management of meetings	\$ 19,020	\$ -	\$ 19,020	\$ 19,020	108	0	32	64	12	0				
	<b>Document &amp; Process Management</b>															
2.5	Create and Compile Job Files/CIPO Management		\$ 11,810	\$ -	\$ 11,810	\$ 11,810	70	0	12	50	8	0				
2.6	Submittal/Shops coordination and record keeping		\$ 19,970	\$ -	\$ 19,970	\$ 19,970	106	8	8	40	50	0				
2.7	RFI Response		\$ 6,300	\$ -	\$ 6,300	\$ 6,300	36	0	8	20	8	0				
	<b>Project Controls</b>															
2.8	Schedule Management	CPM review, monthly reporting	\$ 12,900	\$ -	\$ 12,900	\$ 12,900	66	10	8	40	8	0				
	<b>Quality Control/Inspection</b>															
2.9	Construction Management	Site inspection & CM, field activities	\$ 261,480	\$ -	\$ 261,480	\$ 261,480	1,554	6	300	1,200	48	0				
	<b>Reports &amp; Recordkeeping</b>															
2.10	Weekly/Monthly Reports	creation of reports for project	\$ 15,235	\$ -	\$ 15,235	\$ 15,235	77	8	29	40	0	0				
2.11	Daily Construction Logs	daily logs and field work, CIPO logs	\$ 24,835	\$ -	\$ 24,835	\$ 24,835	149	0	29	120	0	0				
	<b>Subtotal - Task 2 - Construction Phase (8 months)</b>		<b>\$ 437,680</b>	<b>\$ -</b>	<b>\$ 437,680</b>	<b>\$ 437,680</b>	<b>2,500</b>	<b>72</b>	<b>516</b>	<b>1,654</b>	<b>194</b>	<b>64</b>				
<b>Task 3</b>	<b>Post Construction Phase (2 months)</b>	<b>Total Duration - 2 months</b>														
3.1	Punch list walkthrough	create and monitor, field walks	\$ 2,960	\$ -	\$ 2,960	\$ 2,960	16	0	8	8	0	0				
3.2	Record Drawing Compilation		\$ 8,640	\$ -	\$ 8,640	\$ 8,640	48	0	16	24	8	0				
3.3	Closeout Paperwork		\$ 13,160	\$ -	\$ 13,160	\$ 13,160	72	0	24	8	24	16				
3.4	Project Closeout	CDOT process/forms, files, CIPO site	\$ 18,760	\$ -	\$ 18,760	\$ 18,760	88	16	24	8	24	16				
3.5	Warranty Walk	2 warranty walks	\$ 4,440	\$ -	\$ 4,440	\$ 4,440	24	0	12	12	0	0				
	<b>Subtotal - Task 3 - Post Construction Phase (2 months)</b>		<b>\$ 47,960</b>	<b>\$ -</b>	<b>\$ 47,960</b>	<b>\$ 47,960</b>	<b>248</b>	<b>16</b>	<b>84</b>	<b>60</b>	<b>56</b>	<b>32</b>				
	<b>Total for All Tasks</b>		<b>\$ 556,585</b>	<b>\$ 8,225</b>	<b>\$ 548,360</b>	<b>\$ 548,360</b>	<b>3,039</b>	<b>133</b>	<b>700</b>	<b>1,744</b>	<b>350</b>	<b>112</b>				

**Assumptions, Clarifications and Exclusions**

- Construction Phase assumed for 8 months of construction
- Contractor procurement, preconstruction, and CDOT requirements assumed over a 2 month duration
- Project closeout, State and federal closeout requirements, and construction closeout over a 2 month duration
- 2 warranty walkthroughs included (11mo and 23mo)
- Reimbursable (estimated):
- Vehicle mileage - included
- Other direct costs as a % of labor - 1.5% (in project total)

This Schedule of Standard Hourly Billing Rates is considered "CONFIDENTIAL" information. Release of any information contained herein to third parties is prohibited without consent from Dewberry. The above standard rates will be held firm through December 31, 2024. For any contracts with end dates beyond December 31, 2024, escalation may be applied based on the most current CPIs or COLAs.

**EXHIBIT C  
TASK ORDER FORM**



**TASK ORDER**

**SPECIAL PROJECT/ADDITIONAL SERVICES**

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**TASK ORDER NO.:** \_\_\_\_\_

**Task Name:**

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**Requested By:** \_\_\_\_\_  
(Town Dept. / Project Mgr.)

**Proposed Start Date:** \_\_\_\_\_

**Funding Source:** \_\_\_\_\_

**Proposed Completion Date:** \_\_\_\_\_

**Tasks / Deliverables:** See attached memorandum

**Total Task Order Budget:** \_\_\_\_\_

**Approval:**

\_\_\_\_\_ **Date:** \_\_\_\_\_  
**Town Manager, authorized by Resolution No. XX-R-202\_\_**

**Additional Comments:** This Task Order is not valid without attached Task Order memorandum, approved by \_\_\_\_\_. As required by the terms of that certain AGREEMENT FOR PROFESSIONAL SERVICES by and between the Town and Dewberry Engineers Inc. dated \_\_\_\_\_, 2024 (the “AGREEMENT”) this Task Order shall not be executed by the Town Manager unless and until the Board of Trustees has considered and approved a Resolution: (1) authorizing a written amendment to the AGREEMENT to increase the Not-to-Exceed Amount set forth in Section IV.A. of the AGREEMENT, as necessary, and (2) delegating authority to the Town Manager to finalize and execute the task order(s) on behalf of the Town. The Board Resolution authorizing the Town Manager to execute this Task Order shall be attached hereto.

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Attachment(s): Task Order Memorandum  
Board Resolution approving Task Order(s)

**TOWN TREASURER / FINANCE DEPARTMENT REVIEW:**

*Finance has reviewed this Task Order and the funds:*

*are appropriated*

*are not appropriated (note: \_\_\_\_\_)*

By: \_\_\_\_\_

Account reference/information: \_\_\_\_\_





## TASK ORDER MEMORANDUM

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**To:** Town Manager

**From:**

**Date:**

**Subject:** \_\_\_\_\_

**Task Order No.** \_\_\_\_\_

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This Task Order Memorandum has been prepared in accordance with the Town’s Agreement for Professional Services with Dewberry Engineers Inc. (the “Contractor”) for Project and Construction Management Services for State or Federally Funded Projects (RFP No. 2023-009) dated \_\_\_\_\_, 2024 (the AGREEMENT). As set forth in the AGREEMENT, the Contractor shall provide no Additional Services except pursuant to one or more task orders completed and executed by the Town and Contractor.

Task(s) to be performed (insert description of specific “Additional Services”):

Time schedule:

Deliverables:

Charges: Unless otherwise set forth in this Task Order Memorandum, the Charges authorized herein shall be considered a not to exceed (NTE) figure. Charges shall be calculated pursuant to the hourly rates in the AGREEMENT, unless otherwise set forth herein. A copy of the Contractor’s proposal related to the Task(s) outlined above is attached to this Task Order Memorandum as ATTACHMENT A. I have reviewed and approved the Contractor’s proposal, and I therefore request that you proceed to approve the attached Task Order, which will authorize the Contractor to proceed with the pass-through services described above for the not to exceed fee of \_\_\_\_\_. As required by the terms of the AGREEMENT, this Task Order shall not be executed by the Town Manager unless and until the Board of Trustees has considered and approved a Resolution: (1) authorizing a written amendment to the AGREEMENT to increase the Not-to-Exceed Amount set forth in Section IV.A. of the AGREEMENT; and (2) delegating authority to the Town Manager to finalize and execute this Task Order on behalf of the Town.

Review and approval of Task Order Memorandum: \_\_\_\_\_

Name and Title: \_\_\_\_\_

*(Note: This Task Order Memorandum is not valid unless and until a Task Order has been executed by the Town Manager and approved by the Town Treasurer/Finance Department, following consideration and approval of the Board of Trustees of a Resolution: (1) authorizing a written amendment to the AGREEMENT to increase the Not-to-Exceed Amount set forth in Section IV.A. of the AGREEMENT, as necessary, and (2) delegating authority to the Town Manager to finalize and execute the task order(s) on behalf of the Town.)*