

**TOWN OF MEAD, COLORADO  
RESOLUTION NO. 86-R-2024**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING  
A FORM REVOCABLE ENCROACHMENT LICENSE AGREEMENT  
AND AUTHORIZING THE TOWN MANAGER TO APPROVE AND EXECUTE  
THE REVOCABLE ENCROACHMENT LICENSE AGREEMENT  
ON BEHALF OF THE TOWN IN LIMITED CIRCUMSTANCES**

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

**WHEREAS**, the Town's Board of Trustees ("Board") desires to approve a form revocable encroachment license agreement, in substantially the form attached to this Resolution as **Exhibit 1** ("Encroachment Agreement"), that allows for the encroachment of specifically identified private improvements into Town right-of-way and grants a revocable license to private individuals to construct, install, operate, and maintain such private improvements, solely at the private individual's expense; and

**WHEREAS**, Section 2-3-120(e)(13) of the *Mead Municipal Code* ("**MMC**") grants Mead's Town Manager the power to perform such acts and duties as are prescribed or required of the Town Manager by resolution or ordinance of the Board; and

**WHEREAS**, consistent with Section 2-3-120(e)(13) of the MMC, the Board further desires to delegate all necessary authority to the Town Manager to review, administratively approve and execute Encroachment Agreement(s) in the future, without bringing the same back to the Board for approval; and

**WHEREAS**, the Board further desires to authorize Mead's Town Manager and Town Attorney to make non-material changes to the Encroachment Agreement, as deemed necessary and appropriate by the Town Attorney, that do not increase the Town's financial obligations; and

**WHEREAS**, the Board specifically desires to authorize the Town Manager to review, administratively approve, and execute future Encroachment Agreement(s), once in final form, on behalf of the Town when a written agreement between the Town and a private individual or entity is necessary to permit a revocable license for the construction, installation, or operation and maintenance of private improvements within Town right-of-way, for private improvements installed pursuant to a development plan or agreement that has been approved by the Board, or have been installed pursuant to a building permit or other development permit issued by the Town.

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

**Section 1.** The foregoing recitals are hereby adopted as the Board's findings and determinations and are incorporated herein for all purposes.

**Section 2.** The Board of Trustees hereby: (a) approves the Encroachment Agreement in substantially the same form as attached to this Resolution as **Exhibit 1**; (b) authorizes the Town Attorney, in consultation with the Town Manager and Town Engineer, to make changes to the Encroachment Agreement as may be necessary and that do not materially increase the Town's financial obligations prior to execution; and (c) authorizes the Town Manager to execute future Encroachment Agreement(s) on behalf of the Town as specifically authorized by this Resolution.

**Section 3. Recordation of Each Fully Executed Encroachment Agreement.** The Town Clerk is hereby instructed to record each fully executed Encroachment Agreement in the Weld County property records when directed to do so by the Town Manager or Town Attorney.

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

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

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

**ATTEST:**

**TOWN OF MEAD:**

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

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

**EXHIBIT 1**  
**FORM REVOCABLE ENCROACHMENT LICENSE AGREEMENT**

*[See Attached]*