



BOARD OF TRUSTEES

441 3rd Street, Mead
Monday, October 28, 2024

AGENDA

I. 5:15 p.m.
WORK SESSION: Westridge Property

II. 6:00 p.m. to 10:00 p.m.
REGULAR MEETING

In accordance with the Town's Remote Participation and Remote Meeting Policy adopted by the Board of Trustees on March 13, 2023 by Resolution No. 21-R-2023, remote participation will be allowed. The meeting link will be provided on the Town's website/designated posting place at least 24 hours prior to the meeting.

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.](#) Built for Mead
- [b.](#) Recognition Trustee Deb Brodhead

7. Proclamations

- [a.](#) Native American Heritage Month November 2024
- [b.](#) Law Enforcement Records Personnel Week November 4-8, 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 October 14, 2024
- [b.](#) September 2024 Financials
- [c.](#) Check Register October 28, 2024

- d. **Resolution No. 82-R-2024** - A Resolution of the Town of Mead, Colorado, Approving That Certain State of Colorado Grant Agreement with the State of Colorado (Acting by and Through the Colorado Department of Transportation) for the Mead Trails and Open Space Master Plan Update (Project No. AQC M870-010)
- e. **Resolution No. 83-R-2024** – A Resolution of the Town of Mead, Colorado, Approving That Certain Amendment #1 to the Intergovernmental Agreement with the State of Colorado (Acting by and Through the Colorado Department Of Transportation) for the Mead Trail Extension (Safe Routes To School), Project Number SAR M870-007 (24459)
- f. **Resolution No. 84-R-2024** – A Resolution of the Town of Mead, Colorado, Approving an Agreement by and between the Town of Mead, Colorado, and Sanborn Reservoir and Ditch Company for the Grant of a Revocable License for a Concrete Pedestrian Trail and Ditch Crossing

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. Elected Official Reports

- a. Town Trustees
- b. Mayor Whitlow

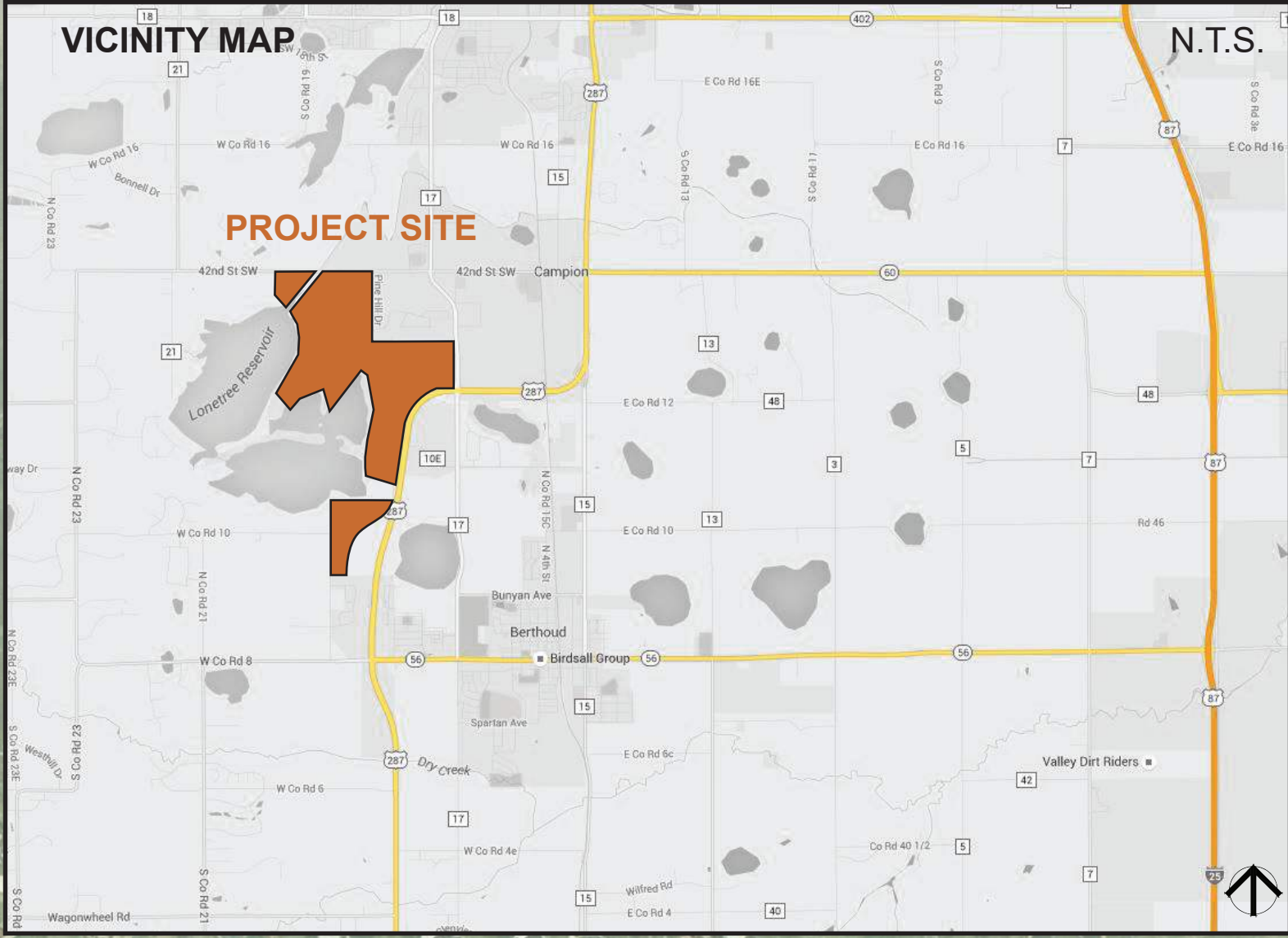
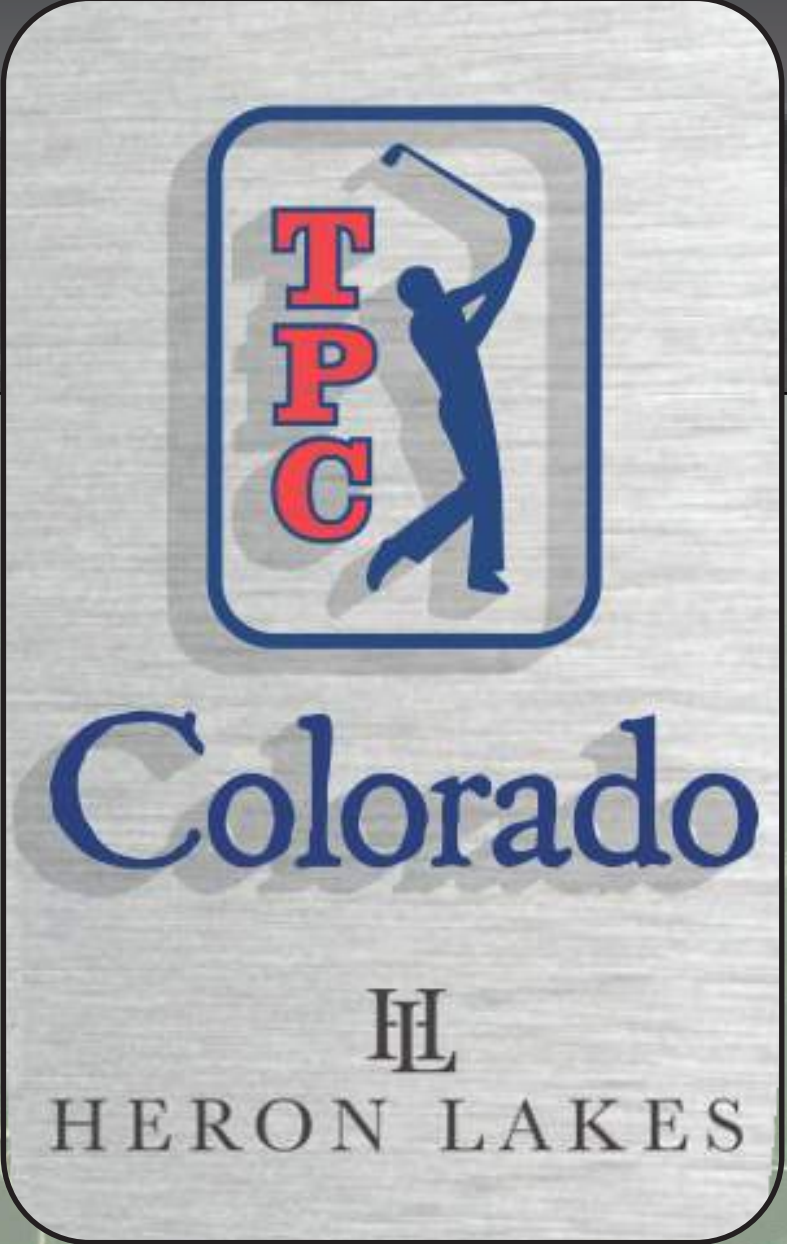
12. Executive Session: Pursuant to C.R.S. 24-6-402(4)(f) to discuss personnel matters for which the employee has consented: Town Manager Review

13. Executive Session Action Items

14. 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.

MASTER PLAN | SPRING 2024



- GOLF COURSE LEGEND
- GREEN
 - SAND TRAP
 - TEE BOX
 - IRRIGATED FAIRWAY
 - IRRIGATED ROUGH
 - NON-IRRIGATED NATIVE
 - CART PATH



LAND USE SUMMARY			
PARCEL/TRACT	ACREAGE	APPROVED/ ESTIMATED ZONING	UNITS
PARCEL A - 1ST FILING ELEMENTARY SCHOOL	11.76	R4	N/A
PARCEL B - 2ND FILING PATIO HOMES	13.425	R1	56
PARCEL C - 2ND FILING MIXED-USE	23.022	R4	276
PARCEL D - 2ND FILING COMMERCIAL SOUTH OF INTERCHANGE	3.986	C1	N/A
PARCEL E - 2ND FILING COMMERCIAL NORTH OF INTERCHANGE	6.300	C1	N/A
PARCEL F - 13TH FILING POOL	1.265	R4	N/A
PARCEL G - 6TH FILING CLUBHOUSE PHASE 2	4.425	R4	N/A
PARCEL H - 6TH FILING CLUBHOUSE PHASE 1	3.04	R4	N/A
PARCEL I - 6TH FILING HOTEL	3.0	R4	N/A
PARCEL J - 2ND FILING RESIDENTIAL	16.101	R4	193
PARCEL K - 2ND FILING RESIDENTIAL	17.1	R4	204
PARCEL M - LONETREE LAKE CLUB AND MARINA	32.444	R4	N/A
PARCEL N - LONETREE LAKE CLUB AND MARINA	6.259	R4	N/A
PARCEL O - COMMERCIAL SOUTH OF GRAND MARKET	16.0	C2	N/A
PARCEL P - 4TH FILING AG PRACTICE CENTER	24.388	AG	N/A
PARCEL Q - 4TH FILING COMMERCIAL CORNER AT GRAND MARKET	1.973	R4	N/A
TRACT AA - 19TH FILING COMMERCIAL MIXED USE	6.92	R4	N/A
TRACT BB - 19TH FILING COMMERCIAL MIXED USE	5.34	R4	N/A
TRACT CC - 19TH FILING RESIDENTIAL	22.51	R2	234
TRACT DD - 19TH FILING COMMUNITY CENTER	2.50	N/A	N/A
TRACT EE - 19TH FILING RESIDENTIAL	4.82	R4	104
TRACT FF - 19TH FILING RESIDENTIAL	7.45	R4	122
TRACT GG - 19TH FILING RESIDENTIAL	3.48	R4	63
TRACT HH - 19TH FILING OFFICE/RETAIL/RESIDENTIAL	1.24	R4	N/A
TRACT II - 19TH FILING OFFICE/RETAIL/RESIDENTIAL	1.46	R4	N/A
TRACT JJ - 19TH FILING RESIDENTIAL	3.47	R4	72
TRACT KK - 19TH FILING MULTI-FAMILY	5.89	R4	N/A
TRACT LL - 19TH FILING COMMERCIAL MIXED USE	7.27	R4	N/A
TRACT MM - 19TH FILING COMMERCIAL MIXED USE	4.02	C1	N/A
TRACT NN - 19TH FILING MULTI-FAMILY	6.71	C1	N/A
BLOCK OO - 19TH FILING FRONT-LOAD DUPLEX LOTS			12
BLOCK PP - 19TH FILING FRONT-LOAD DUPLEX LOTS			14
BLOCK QQ - 19TH FILING ALLEY-LOAD DUPLEX LOTS			16
BLOCK RR - 19TH FILING ALLEY-LOAD DUPLEX LOTS			12

GOLF TRACTS		
TRACT	ACREAGE	ZONING
G1	59.773 AC	AG
G2	24.388 AC	AG
G3	22.000 AC	AG
G4	74.780 AC	AG
G5	41.450 AC	AG
TOTAL	222.391 AC	

HERON LAKES OPEN SPACE GOCO PARCELS		
TRACT	ACREAGE	ZONING
KNIEVEL	90.544 AC	
TOTAL OPEN SPACE	133.810 AC	

*IF ORIGINAL HERON LAKES OPEN SPACE AND TOWN OF BERTHOUD PARK (KNIEVEL) WERE INCLUDED, 53% OF SITE WOULD BE OPEN SPACE

TOTAL ORIGINAL HERON LAKES ACREAGE	721.867 AC
TOTAL ORIGINAL BADER ACREAGE	155.50 AC
TOTAL PROJECT ACREAGE	877.367 AC
*ALL ACREAGES ARE APPROXIMATE	

HERON LAKES COMMUNITY TRAIL (DEVELOPER)		
TRACT	ACREAGE	ZONING
G1	59.773 AC	AG
G2	24.388 AC	AG
G3	22.000 AC	AG
G4	74.780 AC	AG
G5	41.450 AC	AG
TOTAL	222.391 AC	

TOWN OF BERTHOUD TRAILS		
TRACT	ACREAGE	ZONING
G1	59.773 AC	AG
G2	24.388 AC	AG
G3	22.000 AC	AG
G4	74.780 AC	AG
G5	41.450 AC	AG
TOTAL	222.391 AC	

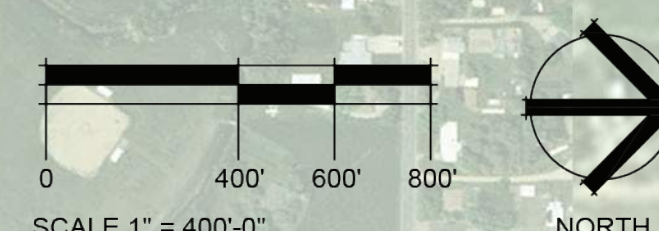
REFERENCE LAND USE PART OF OVERALL / ORIGINAL HERON LAKES P.U.D. (NO LONGER A PART)

PROJECT OPEN SPACE		
TRACT	ACREAGE	ZONING
G1	59.773 AC	AG
G2	24.388 AC	AG
G3	22.000 AC	AG
G4	74.780 AC	AG
G5	41.450 AC	AG
TOTAL	222.391 AC	

PROJECT PARKS		
TRACT	ACREAGE	ZONING
G1	59.773 AC	AG
G2	24.388 AC	AG
G3	22.000 AC	AG
G4	74.780 AC	AG
G5	41.450 AC	AG
TOTAL	222.391 AC	

RIGHT OF WAY		
TRACT	ACREAGE	ZONING
G1	59.773 AC	AG
G2	24.388 AC	AG
G3	22.000 AC	AG
G4	74.780 AC	AG
G5	41.450 AC	AG
TOTAL	222.391 AC	

OVERALL PROJECT SITE		
TRACT	ACREAGE	ZONING
G1	59.773 AC	AG
G2	24.388 AC	AG
G3	22.000 AC	AG
G4	74.780 AC	AG
G5	41.450 AC	AG
TOTAL	222.391 AC	



Arthur Schauder
GOLF COURSE ARCHITECTS
Hillside Commercial Group, Inc.
444 Mountain Ave. | TEL 970.532.5891
Berthoud, CO 80513 | WEB TBGroup.us

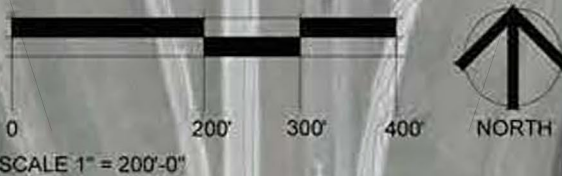
GATEWAY AT PROSPECT

LAND-USE SUMMARY

	ACRES
SINGLE FAMILY RESIDENTIAL.....	60.3
NEIGHBORHOOD PARK.....	4.0
EMPLOYMENT DEVELOPABLE (COMMERCIAL/OFFICE/RESEARCH)	14.8
COMMERCIAL DEVELOPABLE	20.2
APARTMENTS/GAPA.....	12.5
TOTAL.....	111.8 AC



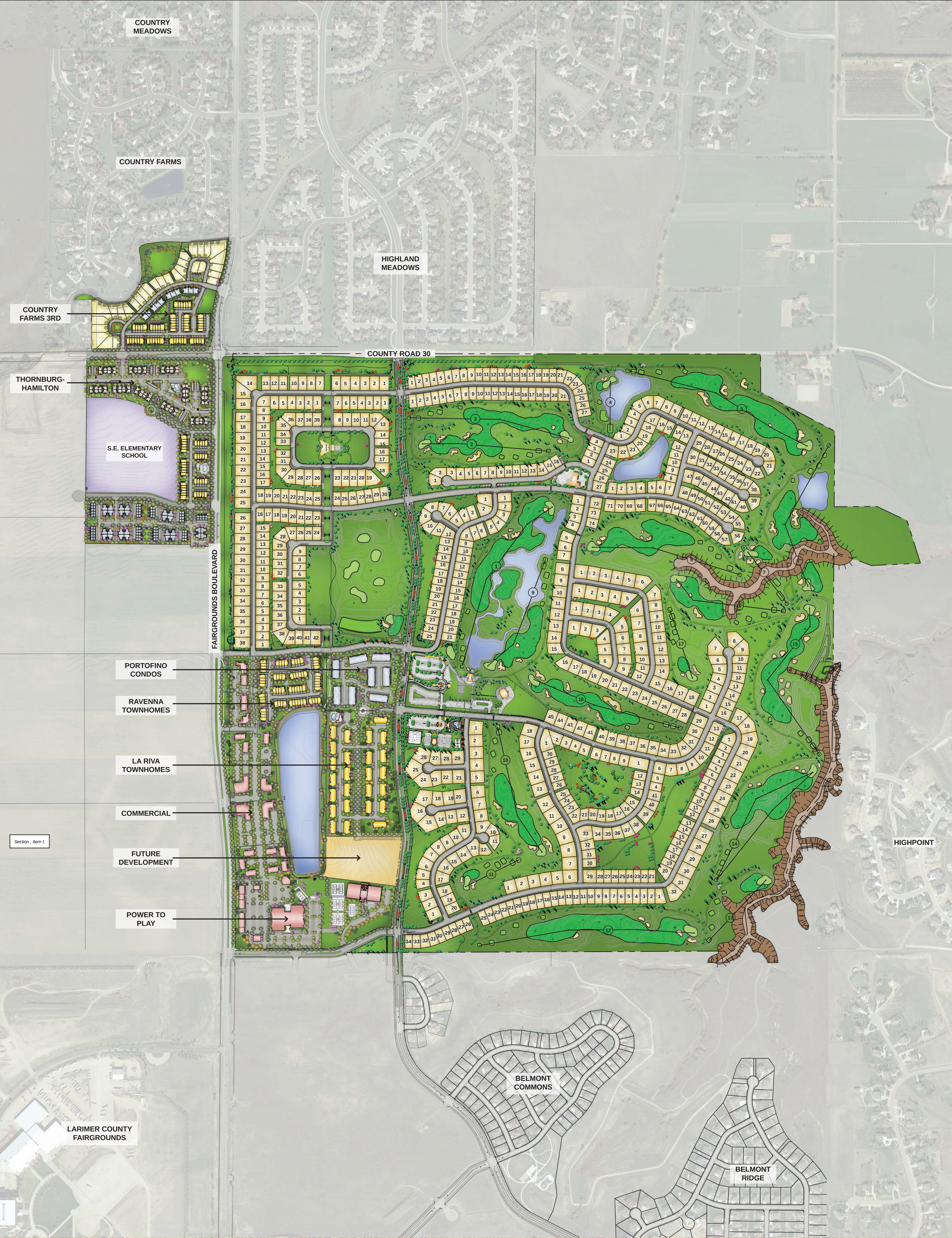
Section 1, Item 1.

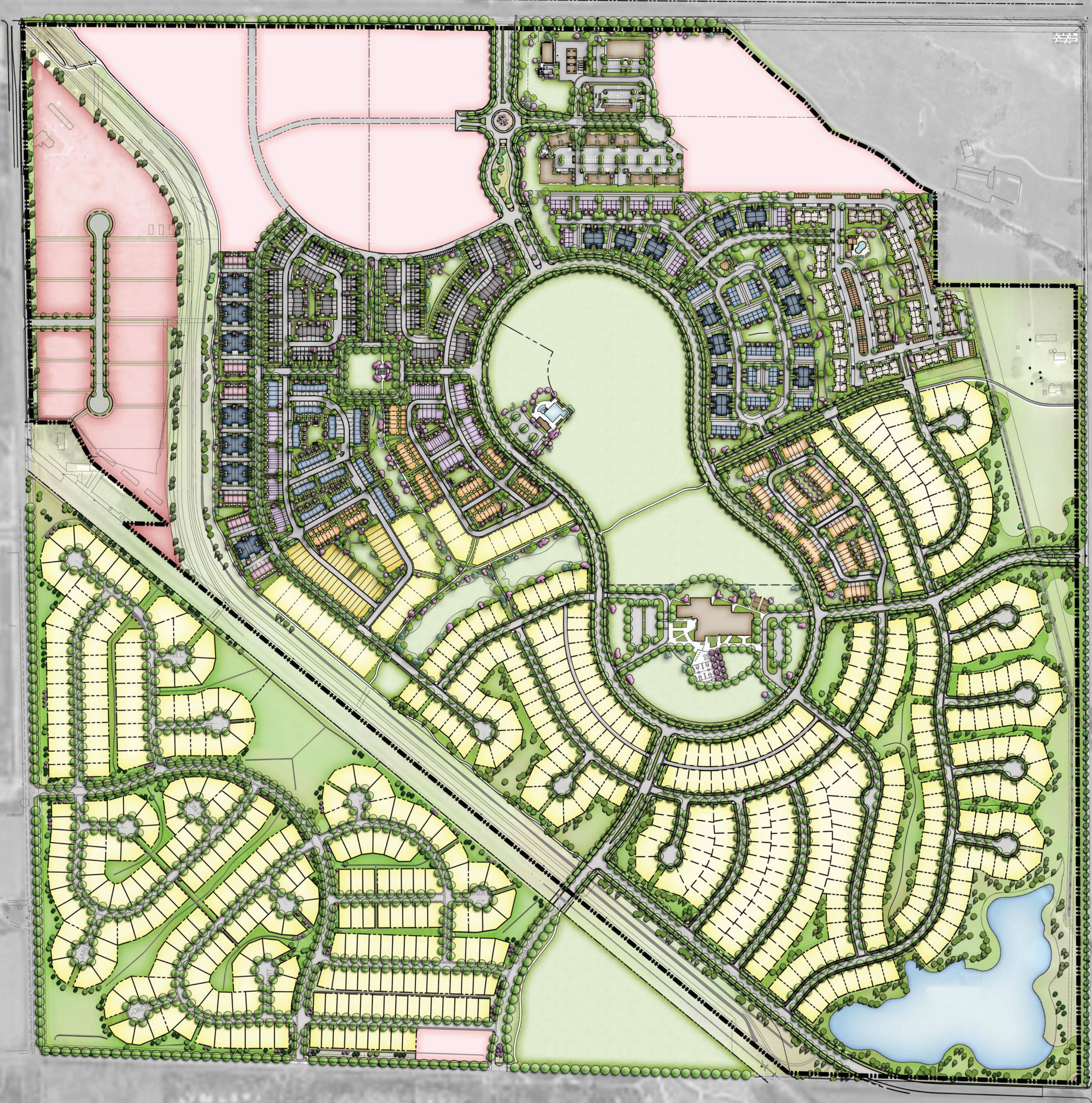


MASTER PLAN
DECEMBER 2022

Owner: Fort Collins/
I-25 Interchange Corner, LLC
Manager: Tim McKenna
TEL 719.641.6527

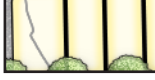
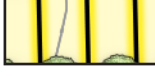
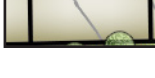
TB GROUP
landscape architecture | planning | illustration
444 Mountain Ave. TEL 970.532.5891
Berthoud, CO 80513 WEB TBGroup.us



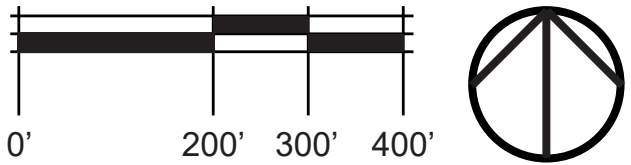




WESTRIDGE - CONCEPTUAL LAYOUT
MEAD, COLORADO
08.12.24

LOT CALCULATIONS		
	TOWNHOMES	91
	31' X 90' DUPLEX	38
	40' x 90' SFD - RL	28
	50' x 115' SFD - FL	166
	90' x 110' SFD - FL	18
	125' x 125' SFD - FL	14
TOTAL		355 LOTS *
* DOES NOT INCLUDE FUTURE DEVELOPMENT BUBBLES		

TB GROUP
landscape architecture | planning | illustration
444 Mountain Ave. TEL 970.532.5891
Berthoud, CO 80513 WEB TBGroup.us



TO: Honorable Mayor and Trustees

FROM: Helen Migchelbrink, Town Manager

DATE: October 28, 2024

SUBJECT: Town Manager Report

- The next Coffee with the Mayor is scheduled for Saturday, November 2nd, from 8:00 – 10:00 a.m. at Town Hall. Residents are encouraged to attend this monthly event to ask questions or discuss any issues they may have with the Town.
- Notice was received about the upcoming Flight 629 Memorial, scheduled for 6:00 p.m. on November 1, 2025. Attached is the information about this flight which tragically exploded above the Mead area in 1955.
- Mountain View Fire (MVFD) will offer car seat checks on the third Friday of each month, starting November 15th. Appointments will be available from 10:00 a.m. to 12:00 p.m., with each appointment lasting 30 minutes. The checks will take place at the Mead Town Hall gravel parking lot, specifically in the east parking spots along the sidewalk of 3rd Street. Small yard signs will be placed to mark the location. Appointment registration will be conducted by MVFD.
- Building a Stronger Mead Community is a non-profit organization dedicated to promoting citizen-led initiatives within the Town of Mead. This year, their primary focus is advocating for additional support for the Mead Police Department. For more information, residents should contact: buildingastrongermeadcommunity@gmail.com
- Staff presented the draft 2025 Budget to the Board of Trustees on October 14, 2024. After further input from the Board, a public hearing will be held on December 9, 2024, to consider adoption. MURA and Elevation 25 GID budgets will also be presented on these same dates.
- Comcast is applying for a BEAD grant to bring high-speed internet to underserved areas. Their grant application includes 114 locations within the Town of Mead among 1,734 locations in Weld County. Mayor Whitlow signed a letter in support of the grant application which is attached.
- The High Plains Blvd (WCR 9.5) project is moving forward. Construction of two miles of this road between WCR 32 and WCR 34 will include two travel lanes, bike lanes and a ten feet wide detached sidewalk. The project is slated for a completion date of December, 2025.
- If residents have not yet received a ballot for the November 5, 2024, election, they should contact Weld County Elections, <https://www.weld.gov/Government/Departments/Clerk-and-Recorder/Elections-Department>. Mead voters will elect three Trustees and vote on a sales tax increase to support the Mead Police Department and a question to allow the Town to regulate marijuana businesses. In addition to the Mead issues, there are several state and national questions on the ballot.
- Construction of the Mead Community Center and adjacent parking lot is underway. The support steel is being installed this week. The alley remains closed for utility work. Expected completion is mid to late 2025.
- The fall Mead Police Citizens' Academy was held every Wednesday from September 11th to October 16th. Nine participants went through the academy this time. This is an opportunity for citizens to learn about and interact with the Mead Police Department. More information about the Academy can be found on the town's website: <https://www.townofmead.org/police/page/citizens-police-academy>
- Municipal Court was held on October 17th at 5:00 p.m. with 56 cases on the docket for arraignment and review hearings.
- Current road closures due to construction can be found on the town's website: <https://www.townofmead.org/engineering/page/street-maintenanceroad-closures>.

- Key projects update:
 - 3rd and Welker Intersection – The railroad completed the crossing replacement on 3rd Street.
 - Community Center – The steel framing of the building is being erected and the alley paving is expected by the end of October. Water service was installed on 3rd Street under the railroad closure.
 - SH66 Pedestrian Crossing – Staff is submitting final clearances to CDOT for approval at the end of October and expects to initiate the right-of-way acquisition phase in November.
- YTD totals for new single family home permits:
 - 2024 YTD: 83 SF Permits, 85 Certificates of Occupancy
- Boards and Commissions
 - The Planning Commission meeting for October has been cancelled due to a lack of items for review.
- Human Resources
 - The Town is advertising open positions here:
<https://www.governmentjobs.com/careers/townofmead>
 - Open full-time positions include Police Officer and Planner I.

Community Development

- Gopher Gulch RV Park and Leanin' Tree were issued a Certificate of Occupancy earlier this month.
- Progress is being made on the reconstruction of the Scooter Hinge/Mead Victory Investment building located downtown. The Town approved facade grant for the 3 building elevations.
- The AMK property (aka Iron River Business Park, aka Randy Stippich Property, located south and east of Postle and Raterink properties), has submitted an annexation application to expand the size of the property with the purchase of property directly to the east.
- High Plains Library District has submitted the first Site Plan submittal. Plans are under review.
- The first submittal for a Site Plan for Phase 2 (the next two buildings) of the Elevation 25 subdivision has been submitted.
- Staff is working with the St. Vrain Valley School District to review the site plans for the new K-8 school building that is planned on the Mead High School property.
- Initial work has begun on the Land Use Code and Comprehensive Plan amendments.

Public Works and Engineering

- The biosolids removal bid closes on October 25 for services at the wastewater treatment plant.
- Design of CR 7 for paving is advancing. Staff is meeting with Berthoud to discuss design options for this joint project.
- Twenty-seven dead trees were removed and twenty new trees were planted in various parks around town.
- New park tables, benches, and trash cans are on order and staff will be replacing old infrastructure in Main Park in the coming weeks.

Community Engagement

- Staff is preparing for Christmas in the Park on December 7th. The event features free activities, food vendors, and the annual Tree Drawing by the Mead Area Chamber of Commerce. A special appearance by Santa is scheduled, along with the opportunity to participate in a curling activity. New this year is the Pop-up Holiday Market, providing an opportunity for holiday shopping; limited booth space is available for vendors. Attendees may also enjoy a ride on the trackless train, offering a scenic tour of Town Park.

- Recreation is organizing the Older Active Adult Holiday Trip for December. Plans include a visit to Cracker Barrel and a holiday light tour.
- Fall Clean-Up Days took place from October 14th to October 26th at Front Range Landfill, with Mead distributing 231 vouchers to assist residents with their fall cleanup efforts. After-hours pickup was available, though participation was minimal. Staff will continue to review and enhance the program as needed. Program concerns were minimal, though there were some questions regarding accepted types of trash.

Police Department

- The Police Citizen's Academy concluded on October 16th.
- The police department assisted with Trick or Treat Street, CSU Football Game, and Tractor Supply events on October 26th.
- Chief attended and presented at the International Association of Chiefs of Police annual conference in Boston this past week. Victim Services Director Alexis Guitierrez also attended to present on our Victim Services collaboration. They were sponsored by the RVCRI Grant.
- Recruiting for officer and sergeant position vacancies.

On November 1, 1955 a plane carrying 39 passengers and 5 crew, exploded over Weld County killing all on board United Flight 629, just 10 minutes after it took off from Stapleton Field in Denver.

Up until now, in these 69 years, this horrific event has never been recognized nor had a memorial erected. It has impacted Colorado, the National media, The FBI story, documentaries, Books, podcast, radios and newspapers. Now it is attracting attention locally in museums as it formally did in the Washington DC FBI Museum. This was the first recorded Bombing/sabotage of an airline.

Last year, The Flight 629 Memorial organization was established with local citizens who formed a board and a committee in the Northern Colorado Community. We are focused on having a memorial erected by the 70th anniversary of this tragic event. That date is November 1, 2025.

Our desire is to honor those who perished their families, the first responders, state agencies, and the hundreds of citizen volunteers in the surrounding communities from that night. One of the goals is to bring healing and hope to the 44 families traveling to Colorado in 2025 to see the memorial we are working to create.

The memorial will be placed on a historic footprint in Weld County. It will be made of granite with a bronze rendition of the DC-6B airplane aiming in the north by northwest direction. This is the path it was traveling on when the timer detonated. Each of the four sides will represent a part of this historic event.

This shocking incident has had a significant impact on history. From new laws, to courtroom TV, to amazing stories from brave citizens and local officials about this bombing.

As a Weld County community, we are asking if you would be willing to be a Community Champion for the Flight 629 Memorial in this area. We hope many will help resurrect this important event as we unify and gain a vision for this long forgotten project. Our initial goal is to have \$30,000 for the deposit on the granite and 150,000 for the memorial and additional funds to have it covered to protect this project for generations to come. Thank you for considering this request.

If you could kindly respond to this letter by email the committee would appreciate hearing from you. You can reach out to email gregoryaraymer@yahoo.com, TTesone@gmail.com (Becky Tesone, Vice President).

Sincerely,

Greg Raymer, President

The Flight 629 Memorial Committee
Remembering the 44

"Remember the 44"

FLIGHT 629 MEMORIAL

Please come to a sunset Memorial on November 1st for the reading of the 44 names of the victims of United Flight 629. This is the 69th Anniversary of the plane that went down in Weld County. Please come support our journey to build a memorial by attending this tribute as we light candles honoring the 44 families of the victims and the First Responders.

Flight 629 Memorial, 6:00 p.m.

Carbon Valley Lutheran Church
10916 Cimarron St, Firestone, CO, 80504
(Behind Zigg's & Auto Zone)

www.Flight629memorial.org
GoFundMe, Facebook, & Instagram
Search "Flight 629 Memorial"



October 21, 2024

Colorado Broadband Office
Advance - BEAD Grant Program
Governor's Office of Information Technology
1575 Sherman Street
Denver CO 80203
Advance_CBO@state.co.us

Subject: Required Local Government Letter of Support for Comcast - Mead

To Whom It May Concern:

The Town of Mead is providing this, non-exclusive letter for Comcast Corporation as part of the Advance Colorado BEAD grant application.

Comcast has worked with the Town of Mead to bring Comcast service to our residences over the last two years, this grant will allow them to extend service to our less dense areas and serve all our residents.

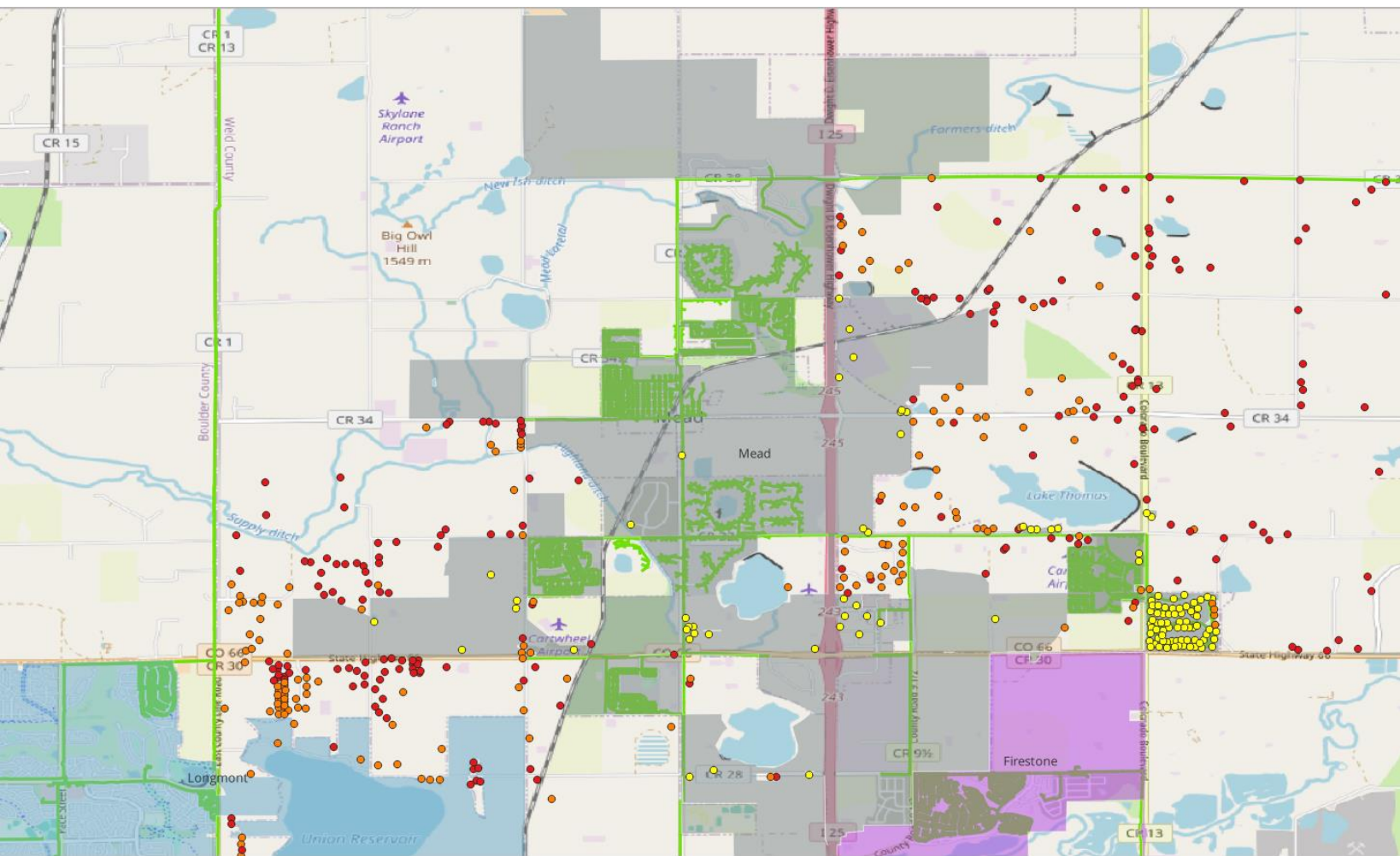
We believe this is a needed project to help bridge the digital divide in Mead and aligns with the State of Colorado's Broadband objectives, including enhancing educational, economic, health care access and support digital inclusion.

Thank you for your time, consideration, and ongoing commitment to empowering communities through access to broadband.

Sincerely,

A handwritten signature in blue ink that reads "Colleen G. Whitlow".

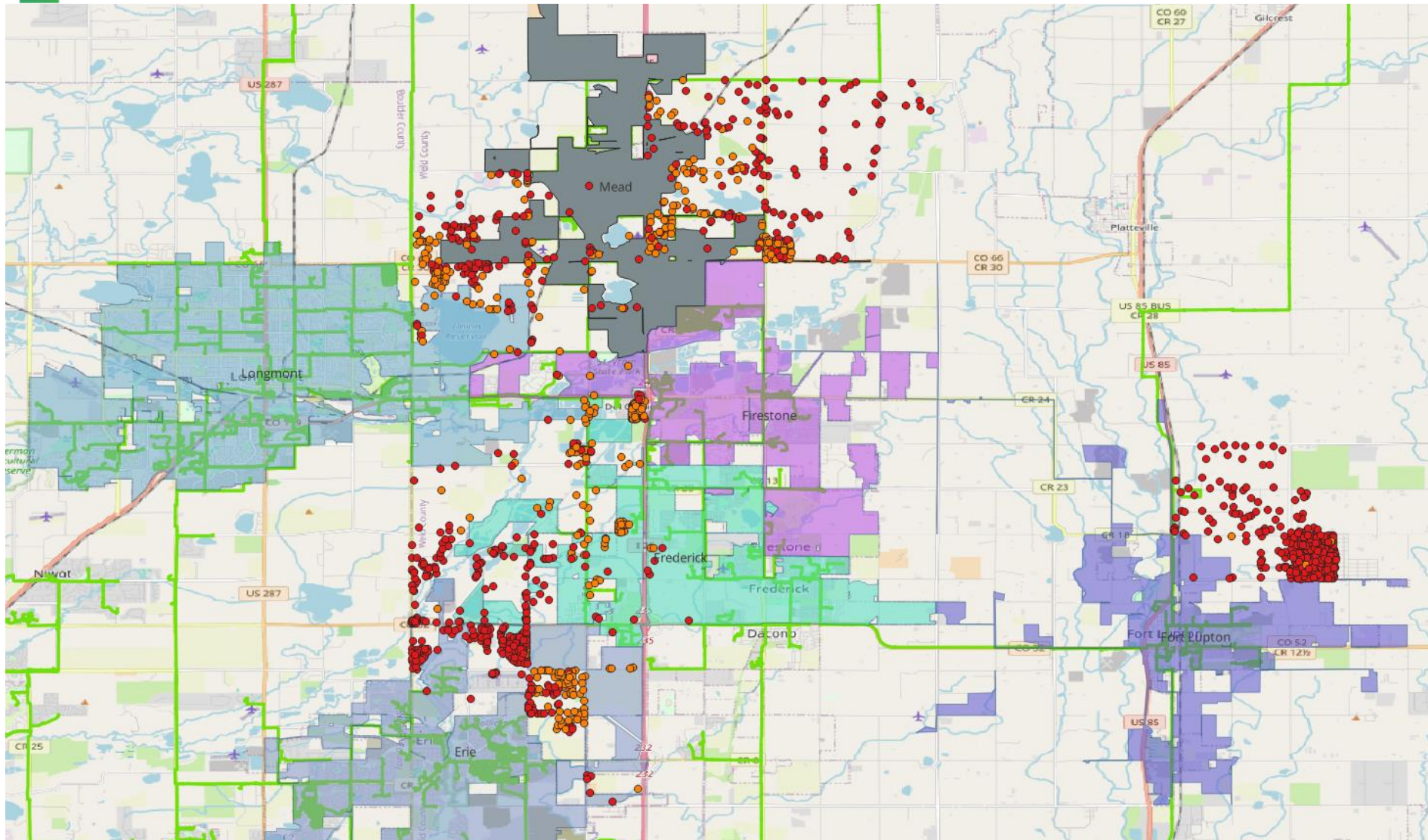
Colleen G. Whitlow
Mayor
Town of Mead



- Red/Orange-State eligible locations
- Yellow-114 locations in Mead municipal boundaries
- Grey- Mead municipal boundaries



Mead is part of
an application in
Weld
County totaling
1,734 locations





Mead Police Department

October Mid-Monthly Activity - 2024

CALLS FOR SERVICE (Days 1 – 15): 338

TRAFFIC STOPS: 53

CRASHES: 48 (33 on I-25)

WARNINGS: 44

CITATIONS: 4

REPORTS: 30

ARRESTS: 6

NOTABLE CALLS FOR SERVICE:

Crash – Hwy 66 / I25 Ramp S – 24ML00551 – 10/01/2024

Crash – [REDACTED] Highland Dr – 24ML00552 – 10/03/2024

Check Wellbeing – WCR 7 / WCR 36 – 24ML00554 – 10/03/2024

Hit and Run – Hwy 66 / WCR 3 – 24ML00555 – 10/04/2024

Crash – I25 Ramp N / Hwy 66 – 24ML00556 – 10/04/2024

Crash – WCR 9.5 / Hwy 66 – 24ML00557 – 10/04/2024

Traffic Stop – MM 245 I25 NB – 24ML00558 / 24ML00559 – 10/06/2024

Check Wellbeing – [REDACTED] WCR 32 – 24ML00560 – 10/06/2024

Theft – [REDACTED] E I25 Frontage Rd – 24ML00562 – 10/07/2024

Restraining Order Violation – [REDACTED] Highland Dr – 24ML00563 / 24ML00564 – 10/07/2024

Stolen Vehicle – WCR 5.5 / Hwy 66 – 24ML00565 – 10/08/2024

Crash – Hwy 66 / WCR 5 – 24ML00566 – 10/10/2024

Theft – [REDACTED] Peppercorn Dr – 24ML00567 – 10/10/2024

Theft – Colorado Blvd / WCR 32 – 24ML00568 – 10/11/2024

Assault – [REDACTED] Main St – 24ML00569 – 10/11/2024

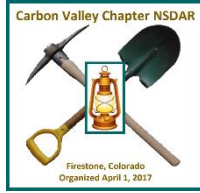
Crash – Highway 66 / WCR 3 – 24ML00570 – 10/11/2024

Suspicious – Hwy 66 / Colorado Blvd – 24ML00571 – 10/12/2024

Theft – [REDACTED] E I25 Frontage Rd – 24ML00572 – 10/14/2024

Hit and Run – WCR 7 / WCR 38 – 24ML00573 – 10/15/2024

Follow Up – [REDACTED] Longhorn Dr – 24ML00574 – 10/15/2024



PROCLAMATION
Native American Heritage Month
November 2024

WHEREAS, the history and culture of our great nation have been significantly influenced Native American and indigenous peoples; and

WHEREAS, the contributions of Native Americans have enhanced the freedom, prosperity, and greatness of America today; and

WHEREAS, their customs and traditions are respected and celebrated as part of a rich legacy throughout the United States; and

WHEREAS, in 1990 President George H. W. Bush approved a joint resolution designating November 1990 “National American Indian Heritage Month.” Similar proclamations, under variants on the name (including “Native American Heritage Month” and “National American Indian and Alaska Native Heritage Month”) have been issued each year since 1994; and

WHEREAS, in honor of Native American Heritage Month, statewide celebrations as well as numerous cultural, artistic, educational, and historical activities have been planned; and

NOW, THEREFORE, I, Colleen Whitlow, Mayor, of the Town of Mead, do hereby proclaim the month of November 2024 as Native American Heritage Month.

Given under my hand and Seal of the Town of Mead, Colorado
On this 28th day of October 2024

Colleen G. Whitlow
Mayor



PROCLAMATION
Law Enforcement Records Personnel Week
November 4 – November 8, 2024

WHEREAS, dedicated law enforcement records personnel serve the citizens of Colorado to provide them with vital services; and

WHEREAS, law enforcement records personnel are crucial to assisting law enforcement agencies identify, pursue, capture and process suspects; and

WHEREAS, these professionals continually use their expertise and experience in the maintaining criminal justice statistics and improving apprehension strategies; and

WHEREAS, law enforcement records personnel serving the Town of Mead have exhibited professionalism, efficiency, and compassion during the performance of their essential duties in the past year; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff Law Enforcement Records is materially influenced by the people's attitude and understanding of the importance of the work they perform; and

WHEREAS, the state of Colorado has previously designated the 2nd week in November to recognize Law Enforcement Records Personnel;

NOW, THEREFORE, I, Colleen Whitlow, Mayor, of the Town of Mead, do hereby proclaim November 4 through November 8, 2024, as **Law Enforcement Records Personnel Week** in recognition of the vital services they perform.

Given under my hand and Seal of the Town of Mead, Colorado
On this 28th day of October 2024

Colleen G. Whitlow
Mayor



BOARD OF TRUSTEES

441 3rd Street, Mead
Monday, October 14, 2024

MINUTES

- I. 5:30 p.m.
MURA Special Meeting
- II. 5:45 p.m.
Elevation 25 GID Special Meeting
- III. 6:00 p.m. to 10:00 p.m.
REGULAR MEETING

In accordance with the Town's Remote Participation and Remote Meeting Policy adopted on March 13, 2023 by Resolution No. 21-R-2023, remote participation was enabled for the meeting.

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

1. Call to Order – Roll Call

Present

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

Absent

Trustee Debra Brodhead

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

Attending via remote access: members of the public.

2. Moment of Silence

Mayor Whitlow requested the observance of a moment of silence for the victims of Hurricane Milton.

3. Pledge of Allegiance to the Flag

The assembly pledged allegiance to the flag.

4. Review and Approve Agenda

Motion was made by Trustee Cartwright, seconded by Trustee Schranz, to approve the agenda. Motion carried 6-0, on a roll call vote.

5. Staff Report: Town Manager Report

a. Manager Report

Town Manager Helen Migchelbrink discussed temporary signs in the Town's right-of way which are being removed by Town staff and 3rd Street closure 10/18-10/22 for work on the railroad tracks and water line. The Board discussed the detour route and gutter and pavement work at the Community Center site.

6. Informational Items

- a. 2025 Proposed Budget Presentation

Administrative Services Director Mary Strutt and Lorraine Trotter, Professional Management Solutions, LLC, presented the proposed budget for 2025. The Board will review and submit questions within the next two weeks.

7. Public Comment

There was no public comment at this time.

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

- a. Approval of Minutes - Regular Meeting September 30, 2024
- b. September 2024 Aging Report
- c. Check Register October 14, 2024
- d. **Resolution No. 76-R-2024** – A Resolution of the Town of Mead, Colorado, Approving an Agreement for Professional Services with Ayres Associates Inc for Services Related to the Land Use Code – Major Update Project (RFP No. 2024-007)
- e. **Resolution No. 77-R-2024** – A Resolution of the Town of Mead, Colorado, Approving an Agreement for Professional Services with National Power Rodding Corporation for Sanitary Sewer and Culvert Cleaning and Inspection Services
- f. **Resolution No. 78-R-2024** – A Resolution of the Town of Mead, Colorado, Delegating Authority to the Town Manager (or Designee) to Execute CDOT Special Use Permit (Permit No. 4240535) and Approving a Right-of-Way Landscaping Agreement with GGRV, LLC
- g. **Resolution No. 79-R-2024** – A Resolution of the Town of Mead, Colorado, Granting Conditional Acceptance of the Public Improvements associated with Gopher Gulch RV Site Plan
- h. **Resolution No. 80-R-2024** – A Resolution of the Town of Mead, Colorado, Awarding the Bid and Approving a Construction Agreement between the Town of Mead and Jalisco International, Inc. for the 3rd & Welker Intersection Improvements Project (IFB 2024-002)
- i. **Resolution No. 81-R-2024** – A Resolution of the Town of Mead, Colorado, Delegating Authority to the Town Manager to Administratively Review, Process and Approve (or Conditionally Approve) a Downtown Revitalization Grant for Façade Improvements to the Property Addressed as 333 and 339 Main Street, Mead, CO

Motion was made by Trustee Harris, seconded by Trustee Adams, to approve the consent agenda. Motion carried 6-0, on a roll call vote.

9. Public Comment:

Marty Panega, Mulligan Lakes HOA, requested that the Town repave the roads in Mulligan Lakes subdivision in 2025-26.

10. Elected Official Reports

- a. Town Trustees

The Trustees thanked the Mead Area Chamber of Commerce and The Merc for hosting a Candidate Forum. They also expressed appreciation of the Mead Police Citizens' Academy.

- b. Mayor Whitlow

Mayor Whitlow discussed the recent Mayors' Leadership Academy on leadership in crisis and upcoming meetings/events: State of the County, Trick or Treat Street and Weld County Dinner.

11. Adjournment

Motion was made by Trustee Schranz, seconded by Mayor Pro Tem Cartwright, to adjourn the meeting. Motion carried 6-0, on a roll call vote.

The Regular Meeting of the Town of Mead Board of Trustees adjourned at approximately 7:05 p.m. on Monday, October 14, 2024.

Colleen G. Whitlow, Mayor

ATTEST:

Mary E. Strutt, MMC, Town Clerk

TOWN OF MEAD
COMBINED CASH INVESTMENT
SEPTEMBER 30, 2024

COMBINED CASH ACCOUNTS

99-01-1001	INDEPENDENT BANK - CHECKING	5,249,143.77
99-01-1002	TBK BANK - OFFICE CHECK	80,360.21
99-01-1003	TBK BANK - MONEY MARKET	147,169.79
99-01-1005	TBK BANK - FLEX DEBIT CARDS	26,231.49
99-01-1011	XPRESS DEPOSIT ACCOUNT	106,764.39
99-01-1023	COLOTRUST PLUS	12,965,081.29
99-01-1024	COLOTRUST PRIME	11,072.90
99-01-1025	CSIP	5,629,313.92
99-01-1026	CSAFE	12,426,353.96
99-01-1076	A/R CASH CLEARING	(3,408.00)
99-01-1077	COURT CASH CLEARING	(5,514.50)
99-01-1078	BUSINESS LICENSE CASH CLEARING	30.00
TOTAL COMBINED CASH		36,632,599.22
99-02-2000	A/P - MISCELLANEOUS	187.05
99-01-0100	CASH ALLOCATED TO OTHER FUNDS	(36,632,786.27)
TOTAL UNALLOCATED CASH		.00

CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO GENERAL FUND	9,595,697.53
4	ALLOCATION TO STREET IMPROVEMENT FUND	2,646,780.53
5	ALLOCATION TO CONSERVATION TRUST FUND	176,008.86
6	ALLOCATION TO SEWER FUND	1,692,639.53
8	ALLOCATION TO POLICE FUND	119,934.06
9	ALLOCATION TO MUNICIPAL FACILITIES FUND	5,005,378.27
14	ALLOCATION TO TRANSPORTATION FUND	7,353,891.12
18	ALLOCATION TO PARKS & OPEN SPACE	570,880.81
19	ALLOCATION TO CAPITAL IMPROVEMENT FUND	4,650,473.32
20	ALLOCATION TO MEAD URBAN RENEWAL AUTHORITY	4,810,751.19
30	ALLOCATION TO ELEVATION 25 GEN'L IMPVT DIST.	10,351.05
TOTAL ALLOCATIONS TO OTHER FUNDS		36,632,786.27
ALLOCATION FROM COMBINED CASH FUND - 99-01-0100		(36,632,786.27)
ZERO PROOF IF ALLOCATIONS BALANCE		.00

TOWN OF MEAD
BALANCE SHEET
SEPTEMBER 30, 2024

GENERAL FUND

ASSETS

01-01-0100	COMBINED CASH	9,595,697.53	
01-01-1007	CASH DRAWER - TOWN HALL	500.00	
01-01-1008	CASH DRAWER - POLICE	100.00	
01-01-1240	TREE TRIMMING COSTS RECEIVABLE	158.45	
01-01-1300	A/R - BILLED ACCOUNTS	149,057.66	
01-01-1301	A/R - GENERAL	812,421.96	
01-01-1303	PREPAID EXPENSES--PITNEY BOWES	995.52	
01-01-1304	PREPAID EXP--WELD CLK & RECORD	1,896.00	
01-01-1307	24HOUR FLEX DEPOSIT	1,500.00	
TOTAL ASSETS			10,562,327.12

LIABILITIES AND EQUITY

LIABILITIES

01-02-2000	ACCOUNTS PAYABLE	(377.09)	
01-02-2300	457(B) DEFERRED COMP PAYABLE	7,693.93	
01-02-2302	FLEXPLAN PAYABLE	7,670.37	
01-02-2306	RESTITUTION PAYABLE	563.77	
01-02-2308	DEPOSITS PAYABLE	12,400.00	
01-02-2310	EMPLOYEE HEALTH INS. PAYABLE	(7,131.06)	
01-02-2311	FPPA PAYABLE	12,344.80	
01-02-2312	WORKERS COMP INSURANCE PAYABLE	(28,870.93)	
01-02-2314	401(A) CONTRIBUTIONS PAYABLE	813.13	
01-02-2400	FED. WITHHOLDING TAX PAYABLE	15,102.59	
01-02-2401	SOCIAL SECURITY TAX PAYABLE	8,410.67	
01-02-2402	MEDICARE TAX PAYABLE	3,834.79	
01-02-2403	STATE WITHHOLDING TAX PAYABLE	9,307.86	
01-02-2404	STATE UNEMPLOYMENT TAX PAYABLE	1,806.04	
01-02-2600	WARRANTY FUNDS	2,022,405.23	
01-02-2610	DEVELOPER DEPOSITS	240,790.00	
01-02-2615	DEVELOPER LIABILITIES	4,805.38	
01-02-2706	UNAVAILABLE REVENUE	50,462.67	
TOTAL LIABILITIES			2,362,032.15

FUND EQUITY

01-02-3001	FUND BALANCE	7,538,441.21	
UNAPPROPRIATED FUND BALANCE:			
REVENUE OVER EXPENDITURES - YTD		661,853.76	
BALANCE - CURRENT DATE		661,853.76	
TOTAL FUND EQUITY			8,200,294.97
TOTAL LIABILITIES AND EQUITY			10,562,327.12

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

GENERAL FUND

		YTD ACTUAL2022-	YTD ACTUAL 2023-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCNT
<u>TAXES</u>							
01-10-4000	PROPERTY TAX	1,238,126.99	1,591,357.31	5,324.53	3,045,870.14	2,832,450	107.5
01-10-4005	HIGHWAY USERS TAX	17,816.82	.00	.00	.00	0	.0
01-10-4010	SALES TAX	2,692,140.66	2,991,776.19	241,301.54	2,756,407.34	4,538,344	60.7
01-10-4012	LODGING TAX	572.00	502.00	36.00	474.00	800	59.3
01-10-4015	ROAD & BRIDGE TAX	61,025.85	51,723.00	.00	.00	0	.0
01-10-4020	SPECIFIC OWNERSHIP TAX	65,136.00	61,153.43	11,560.81	86,524.00	85,000	101.8
01-10-4025	M.V. REGISTRATION	20,134.25	.00	.00	.00	0	.0
01-10-4030	BUILDING PERMIT USE TAX	953,738.42	348,938.90	50,049.14	384,836.17	445,874	86.3
01-10-4040	CIGARETTE TAX	7,581.56	9,014.08	2,315.53	8,277.67	13,000	63.7
01-10-4050	MURA REVENUE SHARING	124,407.86	150,341.97	.00	188,264.74	196,692	95.7
01-10-4070	FEDERAL MINERAL LEASE	33,767.21	52,134.83	30,344.20	60,688.40	30,000	202.3
01-10-4071	STATE SEVERANCE TAXES	156,038.22	217,697.32	113,907.11	227,814.22	150,000	151.9
TOTAL TAXES		5,370,485.84	5,474,639.03	454,838.86	6,759,156.68	8,292,160	81.5
<u>FEES AND PERMITS</u>							
01-11-4100	BUILDING PERMIT FEES	763,692.30	415,672.78	38,743.25	396,397.80	553,205	71.7
01-11-4102	OTHER PERMITS	18,065.50	39,789.98	170.00	5,923.19	35,000	16.9
01-11-4103	CONVENIENCE FEE	15,517.01	26,817.71	5,421.13	38,389.72	30,000	128.0
01-11-4110	BUILDING PERMIT - ADMIN. FEES	48,685.00	53,650.00	9,200.00	57,685.00	56,520	102.1
01-11-4111	PASSPORT FEES	4,960.00	6,690.00	795.00	4,420.00	9,000	49.1
01-11-4112	TOWN HALL/PARK FEES	1,827.50	780.00	85.00	1,640.00	1,500	109.3
01-11-4115	SHOPPING BAG FEES	.00	.00	.00	402.09	0	.0
01-11-4116	EV CHARGING FEE REVENUE	.00	.00	57.10	57.10	0	.0
01-11-4120	FRANCHISE FEES	188,599.36	233,670.49	24,055.95	230,146.94	276,022	83.4
01-11-4130	DEVELOPER APPLICATION FEES	64,953.80	19,462.26	5,637.42	16,415.07	25,000	65.7
01-11-4138	ANIMAL CONTROL FEES	.00	218.00	.00	.00	0	.0
01-11-4140	ROYALTIES	342,944.26	162,978.68	128,942.04	204,924.16	200,000	102.5
01-11-4145	STREET CUT PERMITS	4,665.00	.00	.00	.00	0	.0
TOTAL FEES AND PERMITS		1,453,909.73	959,729.90	213,106.89	956,401.07	1,186,247	80.6
<u>LICENSES</u>							
01-12-4200	BUSINESS/SALES TAX LICENSE	5,760.00	10,955.00	560.00	9,620.81	12,500	77.0
01-12-4210	LIQUOR LICENSE	1,106.25	2,732.50	.00	3,935.00	2,500	157.4
01-12-4220	PET LICENSES	485.00	432.50	10.00	350.00	600	58.3
TOTAL LICENSES		7,351.25	14,120.00	570.00	13,905.81	15,600	89.1

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

GENERAL FUND

	YTD ACTUAL2022-	YTD ACTUAL 2023-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCNT
<u>CHARGES FOR SERVICES</u>						
01-13-4304 IGA--SCHOOL RESOURCE OFFICERS	.00	155,664.99	.00	.00	171,232	.0
01-13-4305 SCHOOL GUARD REIMBURSEMENT	9,292.50	14,006.50	818.71	12,774.52	20,000	63.9
01-13-4310 NEW DEVELOPMENT CHARGES	450,643.70	262,508.76	5,600.00	289,239.04	250,000	115.7
01-13-4360 SALES OF MERCHANDISE	.00	682.11	260.00	380.00	8,500	4.5
01-13-4624 SENIOR EVENT FEES	125.00	120.00	50.00	430.00	400	107.5
01-13-4625 RECREATION REGISTRATION FEES	42,266.20	55,497.39	7,128.50	58,807.50	62,725	93.8
01-13-4626 SUMMER REC FIELD TRIPS/REGISTR	.00	85.00	.00	.00	0	.0
TOTAL CHARGES FOR SERVICES	502,327.40	488,564.75	13,857.21	361,631.06	512,857	70.5
<u>FINES AND FORFEITS</u>						
01-14-4420 COURT FINES	25,885.00	35,130.29	4,505.00	45,428.09	54,000	84.1
01-14-4422 COURT COSTS	9,735.00	10,934.71	1,550.00	16,588.00	15,000	110.6
01-14-4423 POLICE REPORTS	1,372.50	1,814.38	270.00	2,509.75	2,400	104.6
01-14-4620 MISC. POLICE INCOME	1,288.23	697.59	.00	334.00	1,000	33.4
TOTAL FINES AND FORFEITS	38,280.73	48,576.97	6,325.00	64,859.84	72,400	89.6
<u>GRANTS & ECONOMIC DEVELOPMENT</u>						
01-15-4513 DOLA GRANT--LAND USE CODE	.00	.00	.00	.00	100,000	.0
01-15-4516 GRANT - UNITED WAY	.00	2,500.00	.00	2,500.00	2,500	100.0
01-15-4518 FED'L GRANT--AMER RESCUE PLAN	594,567.84	.00	.00	.00	0	.0
01-15-4519 GRANT--MAIN STREET GRANTS	.00	.00	.00	.00	100,000	.0
01-15-4526 POLICE GRANTS	.00	10,505.58	.00	10,841.18	127,500	8.5
01-15-4528 GRANTS--SIPA	.00	3,000.00	.00	.00	0	.0
TOTAL GRANTS & ECONOMIC DEVELOPME	594,567.84	16,005.58	.00	13,341.18	330,000	4.0
<u>MISCELLANEOUS</u>						
01-18-4619 INTEREST & DIVIDEND INCOME	84,353.46	458,314.23	35,115.40	392,411.92	454,017	86.4
01-18-4620 MISC. INCOME	17,344.84	116,495.24	.00	46,837.61	25,000	187.4
01-18-4622 DONATIONS/FUNDRAISING	5,040.00	1,750.68	.00	3,870.00	5,000	77.4
01-18-4623 SALE OF ASSETS	8,195.00	17,395.20	.00	5,995.00	10,000	60.0
01-18-4625 METRO DISTRICT PAYMENTS	29,755.92	72,004.06	41,966.58	119,962.00	99,454	120.6
01-18-4628 CASH OVER/(SHORT)	.00	.00	.00	.00	2,500	.0
01-18-4648 DELINQUENT INTEREST EARNED	1,951.86	1,897.40	342.23	2,116.91	0	.0
TOTAL MISCELLANEOUS	146,641.08	667,856.81	77,424.21	571,193.44	595,971	95.8
TOTAL FUND REVENUE	8,113,563.87	7,669,493.04	766,122.17	8,740,489.08	11,005,235	79.4

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

GENERAL FUND

	YTD ACTUAL 2022-	YTD ACTUAL2024-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCN
<u>ADMINISTRATION</u>						
01-40-5001 SALARIES & WAGES	258,263.89	290,961.77	30,278.14	300,578.37	395,459	76.0
01-40-5050 CLEANING	4,664.64	5,420.32	715.48	5,723.84	10,000	57.2
01-40-5055 OVERTIME	223.07	1,627.09	.00	175.73	0	.0
01-40-5060 PAYROLL TAXES	20,007.06	20,845.48	1,510.63	21,222.09	31,160	68.1
01-40-5065 WORKERS COMP	2,068.46	1,635.18	282.24	3,835.53	3,112	123.3
01-40-5066 HEALTH INSURANCE	35,964.70	32,994.29	3,703.98	32,811.80	46,771	70.2
01-40-5067 MEDICAL SAVINGS PLAN	18,931.91	21,357.81	2,348.74	22,042.33	30,880	71.4
01-40-5068 MEDICAL SAVINGS	2,308.73	2,658.99	330.00	2,975.40	3,621	82.2
01-40-5075 EMPLOYMENT/RECRUITMENT EXPENSE	1,587.42	750.00	.00	634.26	10,000	6.3
01-40-5200 OFFICE SUPPLIES	3,810.59	5,465.77	934.59	5,681.68	7,500	75.8
01-40-5201 COMPUTER/TECHNOLOGY	36,830.36	35,166.00	2,270.00	22,072.00	45,000	49.1
01-40-5202 PRINTING EXPENSE	336.57	106.84	.00	.00	2,500	.0
01-40-5203 UNIFORMS	110.00	1,059.36	231.65	994.63	1,200	82.9
01-40-5205 POSTAGE	3,510.77	5,985.40	835.35	5,397.02	10,000	54.0
01-40-5210 OPERATING SUPPLIES	5,689.97	4,451.96	632.66	4,352.59	7,500	58.0
01-40-5212 FURNISHINGS	1,421.49	8,801.69	.00	4,320.28	15,000	28.8
01-40-5215 REPAIRS & MAINT	25,170.09	13,540.75	250.00	20,840.71	20,000	104.2
01-40-5216 FLEET R&M	.00	41.98	.00	3,307.67	500	661.5
01-40-5253 GAS & OIL	389.14	300.07	.00	138.80	1,000	13.9
01-40-5300 TELEPHONE	4,706.99	5,124.17	553.56	4,849.73	7,210	67.3
01-40-5305 UTILITIES	7,079.12	6,636.86	1,122.28	8,357.29	10,300	81.1
01-40-5310 TRASH REMOVAL	715.17	706.41	78.35	713.01	1,236	57.7
01-40-5315 COPIER EXPENSES	5,084.60	4,248.17	1,116.39	4,552.50	9,000	50.6
01-40-5320 PROPERTY & LIABILITY INSURANCE	4,428.52	6,543.89	1,826.29	7,880.42	8,606	91.6
01-40-5325 INTERNET/WEBSITE EXPENSE	6,097.68	8,640.70	460.30	19,706.20	12,500	157.7
01-40-5330 TRAINING	10,454.29	3,201.74	840.00	3,539.11	20,000	17.7
01-40-5331 DUES AND SUBSCRIPTIONS	14,409.56	18,279.48	1,889.78	33,872.89	35,000	96.8
01-40-5332 TUITION REIMBURSEMENT	3,000.00	1,726.89	.00	3,000.00	3,000	100.0
01-40-5353 WATER ASSESSMENTS	1,113.50	1,113.50	.00	1,113.50	1,400	79.5
01-40-5399 OTHER PROFESSIONAL SERVICES	.00	7,269.60	857.85	11,829.20	14,600	81.0
01-40-5400 LEGAL FEES	122,724.68	144,430.84	42,073.83	178,748.81	258,923	69.0
01-40-5401 CONSULTING FEES	96,026.69	141,753.78	22,127.44	126,449.45	204,917	61.7
01-40-5415 AUDIT FEES	13,190.99	15,930.00	.00	12,600.00	15,954	79.0
01-40-5416 PASSPORT EXPENSES	57.16	224.93	.00	.00	400	.0
01-40-5425 COUNTY TREASURER'S FEE	12,373.67	15,905.71	57.20	30,645.09	28,325	108.2
01-40-5426 PROPERTY/SALES TAX REBATE	874.52	806.31	.00	.00	0	.0
01-40-5560 CAPITAL OUTLAY--COMPUTERS	.00	16,290.13	.00	24,850.00	25,000	99.4
01-40-5700 MISC. EXPENSE	5,200.43	5,622.02	203.57	2,974.43	10,000	29.7
01-40-5701 BANK FEES	18,926.71	25,636.56	5,585.25	40,880.61	38,063	107.4
01-40-5705 MILEAGE	4,239.67	7,947.11	700.00	6,435.49	10,000	64.4
01-40-5720 CONTINGENCIES	.00	.00	.00	.00	25,000	.0
TOTAL ADMINISTRATION	751,992.81	891,209.55	123,815.55	980,102.46	1,380,637	71.0

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

GENERAL FUND

	YTD ACTUAL 2022-	YTD ACTUAL2024-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCN
<u>BOARD OF TRUSTEES</u>						
01-41-5001 SALARIES & WAGES	12,700.58	15,444.32	1,699.94	16,149.39	22,099	73.1
01-41-5030 MAYOR AND BOARD SALARIES	17,701.71	39,600.00	4,400.00	35,200.00	52,800	66.7
01-41-5060 PAYROLL TAXES	2,460.63	4,178.68	462.69	3,897.92	5,730	68.0
01-41-5065 WORKERS COMP	31.41	65.84	4.59	39.72	40	99.3
01-41-5066 HEALTH INSURANCE	1,646.17	1,671.52	204.70	1,725.37	2,340	73.7
01-41-5067 MEDICAL SAVINGS PLAN	663.40	772.19	85.00	807.50	1,078	74.9
01-41-5068 MEDICAL SAVINGS	56.16	56.16	6.24	53.04	82	64.7
01-41-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	.00	.00	500	.0
01-41-5201 COMPUTER / TECHNOLOGY	5,914.00	.00	.00	1,285.00	5,000	25.7
01-41-5210 OPERATING SUPPLIES	63.49	981.25	51.49	470.61	2,000	23.5
01-41-5212 FURNISHINGS	8,405.52	.00	.00	132.07	11,500	1.2
01-41-5230 ELECTIONS	.00	.00	.00	.00	25,000	.0
01-41-5315 RECORDING FEES	.00	.00	.00	(2,338.92)	0	.0
01-41-5320 PROPERTY & LIABILITY INSURANCE	1,963.88	2,308.42	913.14	3,940.19	4,303	91.6
01-41-5330 TRAINING	6,028.83	10,484.96	239.00	9,999.86	15,000	66.7
01-41-5331 DUES & SUBSCRIPTIONS	942.99	760.84	.00	2,935.14	2,000	146.8
01-41-5340 PUBLISHED NOTICES	914.17	1,740.01	137.20	1,351.77	2,500	54.1
01-41-5341 ORDINANCE CODIFICATION	2,593.91	2,928.66	.00	2,845.83	7,500	37.9
01-41-5347 COMMUNITY CONTRIBUTIONS	15,600.00	10,700.00	.00	10,800.00	24,000	45.0
01-41-5399 OTHER PROFESSIONAL SERVICES	.00	3,400.00	.00	9,428.74	7,500	125.7
01-41-5430 RECORDING FEES	705.00	69.00	98.00	105.75	2,000	5.3
01-41-5700 MISC. EXPENSE	1,769.09	2,854.98	442.57	5,557.38	7,500	74.1
01-41-5841 BOARD OUTREACH ACTIVITIES	11,708.86	7,604.43	703.89	6,990.14	35,000	20.0
TOTAL BOARD OF TRUSTEES	91,869.80	105,621.26	9,448.45	111,376.50	235,472	47.3

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

GENERAL FUND

	YTD ACTUAL 2022-	YTD ACTUAL2024-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCN
<u>POLICE</u>						
01-42-5001 SALARIES & WAGES	859,736.20	1,065,455.98	114,455.92	1,182,728.06	1,733,304	68.2
01-42-5022 POLICE	184.00	1,136.77	7,108.36	11,095.88	0	.0
01-42-5050 CLEANING	4,146.17	6,636.64	876.03	7,008.24	9,000	77.9
01-42-5055 OVERTIME	37,898.94	15,341.01	2,746.85	10,537.20	25,000	42.2
01-42-5060 PAYROLL TAXES	21,903.15	25,845.45	2,990.80	28,118.63	36,530	77.0
01-42-5065 WORKERS COMP	28,110.21	74,630.99	5,106.41	51,408.03	40,185	127.9
01-42-5066 HEALTH INSURANCE	120,419.04	145,688.49	17,280.62	152,843.03	202,843	75.4
01-42-5067 MEDICAL SAVINGS PLAN	3,194.92	3,830.70	452.24	4,291.58	5,224	82.2
01-42-5068 MEDICAL SAVINGS	1,536.08	2,014.70	309.12	2,627.52	3,018	87.1
01-42-5069 FPPA RETIREMENT	68,563.28	86,637.36	9,643.59	101,209.19	155,533	65.1
01-42-5071 FPPA DEATH & DISABILITY	24,378.23	31,007.17	3,471.69	36,435.39	52,881	68.9
01-42-5075 EMPLOYMENT/RECRUITMENT EXPENSE	5,546.78	2,368.14	100.64	2,730.34	3,000	91.0
01-42-5200 OFFICE SUPPLIES	669.65	1,027.94	277.56	2,218.38	4,000	55.5
01-42-5201 COMPUTER / TECHNOLOGY	23,089.79	31,622.36	43.02	27,967.44	47,450	58.9
01-42-5203 UNIFORMS	119.00	143.28	.00	44.99	800	5.6
01-42-5210 OPERATING SUPPLIES	4,035.23	10,794.72	1,610.79	5,262.98	16,000	32.9
01-42-5212 FURNISHINGS	.00	428.94	.00	.00	0	.0
01-42-5215 REPAIR & MAINTENANCE	2,775.57	7,244.62	.00	4,804.06	5,000	96.1
01-42-5216 FLEET R&M	7,260.77	18,943.48	10,166.72	19,695.53	18,000	109.4
01-42-5253 GAS & OIL	24,186.34	21,530.93	2,504.94	18,280.48	30,000	60.9
01-42-5254 UNIFORMS & TOOLS	19,510.87	9,703.49	2,470.19	6,656.62	29,000	23.0
01-42-5255 OPERATING EQUIPMENT	32,151.34	34,638.28	2,460.85	34,601.63	78,950	43.8
01-42-5300 TELEPHONES	9,510.52	10,888.92	1,293.47	10,727.64	15,895	67.5
01-42-5305 UTILITIES	5,622.64	9,161.89	949.90	11,633.38	18,000	64.6
01-42-5310 TRASH REMOVAL	230.46	1,301.89	157.87	1,420.83	2,000	71.0
01-42-5315 COPIER EXPENSE	1,463.95	1,596.69	283.31	1,538.05	3,000	51.3
01-42-5320 GENERAL LIABILITY INSURANCE	27,994.61	36,561.71	22,828.59	99,505.13	112,028	88.8
01-42-5325 INTERNET/WEBSITE EXPENSE	1,057.10	1,324.50	132.45	759.63	2,000	38.0
01-42-5330 TRAINING	14,437.87	15,913.47	2,110.19	30,941.32	70,600	43.8
01-42-5331 DUES & MEMBERSHIPS	11,582.37	7,910.78	100.00	10,880.44	12,145	89.6
01-42-5332 TUITION REIMBURSEMENT	1,714.00	.00	.00	3,000.00	6,000	50.0
01-42-5343 CONTRACTUAL SERVICES	34,704.32	61,502.66	4,475.86	103,163.83	159,700	64.6
01-42-5346 ANIMAL IMPOUND FEE	3,900.00	3,145.00	.00	.00	0	.0
01-42-5347 COMMUNITY CONTRACT SERVICES	4,590.90	.00	.00	.00	0	.0
01-42-5348 PEST CONTROL	.00	.00	.00	.00	2,000	.0
01-42-5349 WELLNESS PROGRAM	291.43	1,254.00	.00	.00	3,500	.0
01-42-5350 LAB FEES	.00	368.36	190.73	1,190.20	500	238.0
01-42-5399 OTHER PROFESSIONAL SERVICES	.00	315.00	105.00	2,968.90	3,150	94.3
01-42-5400 LEGAL FEES	.00	.00	.00	.00	15,000	.0
01-42-5491 VEHICLE LEASE EXPENSES	.00	.00	1,279.43	11,514.87	13,652	84.4
01-42-5500 CAPITAL OUTLAY	26,125.57	41,546.40	.00	8,000.00	8,000	100.0
01-42-5700 MISC. EXPENSE	3,836.75	2,537.98	352.87	1,891.54	1,000	189.2
TOTAL POLICE	1,436,478.05	1,792,000.69	218,336.01	2,009,700.96	2,943,888	68.3

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

GENERAL FUND

	YTD ACTUAL 2022-	YTD ACTUAL2024-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCN
<u>COMMUNITY DEVELOPMENT</u>						
01-43-5001 SALARIES & WAGES	192,250.12	229,060.10	28,313.12	265,486.20	374,057	71.0
01-43-5060 PAYROLL TAXES	15,270.15	17,363.66	2,046.66	19,512.20	28,615	68.2
01-43-5065 WORKERS COMP	228.51	220.75	116.56	1,103.18	258	427.6
01-43-5066 HEALTH INSURANCE	27,262.39	28,958.65	5,659.68	44,551.45	35,572	125.2
01-43-5067 MEDICAL SAVINGS PLAN	10,012.18	9,796.03	1,177.86	10,821.23	12,997	83.3
01-43-5068 MEDICAL SAVINGS	731.16	574.99	123.95	834.83	393	212.4
01-43-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	323.76	.00	61.26	500	12.3
01-43-5200 OFFICE SUPPLIES	132.40	917.50	.00	177.89	800	22.2
01-43-5201 COMPUTER / TECHNOLOGY	5,832.16	10,204.80	328.12	6,073.34	9,000	67.5
01-43-5202 PRINTING EXPENSE	.00	621.63	462.47	672.85	750	89.7
01-43-5203 UNIFORMS	364.56	369.77	.00	679.95	1,250	54.4
01-43-5216 REPAIRS & MAINT--FLEET	.00	103.49	.00	169.04	1,000	16.9
01-43-5253 GAS & OIL	.00	.00	143.66	937.82	1,000	93.8
01-43-5300 TELEPHONE	1,018.57	1,128.85	149.56	1,195.86	2,000	59.8
01-43-5320 PROPERTY & LIABILITY INSURANCE	7,855.61	9,233.65	913.14	3,440.19	4,303	80.0
01-43-5330 TRAINING	1,002.78	3,832.23	.00	3,905.81	6,000	65.1
01-43-5331 DUES & MEMBERSHIPS	879.00	245.00	.00	99.00	1,200	8.3
01-43-5401 CONSULTING FEES	.00	.00	.00	.00	225,000	.0
01-43-5410 CONSULTANTS	17,077.37	15,108.88	.00	.00	0	.0
01-43-5411 ANNEXATIONS & REZONING EXPENSE	.00	1,258.60	.00	20.32	15,000	.1
01-43-5460 BUILDING INSPECTIONS	391,040.89	200,314.85	14,494.98	196,076.69	304,263	64.4
01-43-5491 VEHICLE LEASE EXPENSES	.00	.00	1,198.83	10,789.47	6,201	174.0
01-43-5700 MISC.	944.82	1,455.07	.00	634.78	2,000	31.7
TOTAL COMMUNITY DEVELOPMENT	671,902.67	531,092.26	55,128.59	567,243.36	1,032,159	55.0

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

GENERAL FUND

	YTD ACTUAL 2022-	YTD ACTUAL2024-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCN
<u>STREETS</u>						
01-44-5001 SALARIES & WAGES	166,853.76	.00	.00	.00	0	.0
01-44-5050 CLEANING	1,332.17	.00	.00	.00	0	.0
01-44-5055 OVERTIME	2,865.72	.00	.00	.00	0	.0
01-44-5060 PAYROLL TAXES	13,277.00	.00	.00	.00	0	.0
01-44-5065 WORKERS COMPENSATION	7,067.50	.00	.00	.00	0	.0
01-44-5066 HEALTH INSURANCE	28,445.90	.00	.00	.00	0	.0
01-44-5067 DEFERRED COMP	7,748.79	.00	.00	.00	0	.0
01-44-5068 MEDICAL SAVINGS	649.74	.00	.00	.00	0	.0
01-44-5075 EMPLOYMENT/RECRUITMENT EXPENSE	1,995.61	.00	.00	.00	0	.0
01-44-5201 COMPUTER / TECHNOLOGY	13,194.25	.00	.00	.00	0	.0
01-44-5203 UNIFORMS	1,762.48	.00	.00	.00	0	.0
01-44-5210 OPERATING SUPPLIES	2,579.37	598.89	.00	.00	0	.0
01-44-5215 REPAIRS & MAINTENANCE	5,402.76	.00	.00	.00	0	.0
01-44-5216 FLEET R&M	29,469.44	.00	.00	.00	0	.0
01-44-5251 SHOP REPAIRS	5.23	.00	.00	.00	0	.0
01-44-5252 STREET SIGNS	331.74	.00	.00	.00	0	.0
01-44-5253 GAS & OIL	16,420.82	.00	.00	.00	0	.0
01-44-5254 TOOLS	7,026.46	.00	.00	.00	0	.0
01-44-5255 SAFETY EQUIPMENT	862.49	.00	.00	.00	0	.0
01-44-5300 TELEPHONE	2,095.69	.00	.00	.00	0	.0
01-44-5305 UTILITIES	29,606.75	.00	.00	.00	0	.0
01-44-5310 TRASH REMOVAL	120.76	.00	.00	.00	0	.0
01-44-5320 PROPERTY & LIABILITY INSURANCE	24,548.76	.00	.00	.00	0	.0
01-44-5330 TRAINING	2,143.58	.00	.00	.00	0	.0
01-44-5331 DUES & MEMBERSHIPS	763.02	.00	.00	.00	0	.0
01-44-5360 STREET SWEEPING	6,352.50	.00	.00	.00	0	.0
01-44-5363 WEED CONTROL	734.36	.00	.00	.00	0	.0
01-44-5364 SNOW REMOVAL	51,587.17	.00	.00	.00	0	.0
01-44-5369 EQUIPMENT RENTAL	8,133.26	.00	.00	.00	0	.0
01-44-5500 CAPITAL OUTLAY	6,000.00	.00	.00	.00	0	.0
01-44-5502 CAPITAL OUTLAY--EQUIPMENT	106,673.67	.00	.00	.00	0	.0
01-44-5700 MISC. EXPENSE	134.88	.00	.00	.00	0	.0
TOTAL STREETS	546,185.63	598.89	.00	.00	0	.0

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

GENERAL FUND

	YTD ACTUAL 2022-	YTD ACTUAL2024-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCN
<u>PARKS</u>						
01-45-5001 SALARIES & WAGES	160,719.89	225,253.99	24,557.99	269,392.15	377,274	71.4
01-45-5055 OVERTIME	4,803.16	8,148.35	1,132.33	5,465.21	5,614	97.4
01-45-5060 PAYROLL TAXES	13,118.73	17,820.29	1,919.60	20,760.19	29,291	70.9
01-45-5065 WORKERS COMP	6,410.75	7,150.81	1,540.81	18,760.64	6,859	273.5
01-45-5066 HEALTH INSURANCE	26,366.93	29,396.57	4,691.74	41,396.22	36,553	113.3
01-45-5067 DEFERRED COMP	6,361.42	6,132.25	1,284.52	10,480.98	9,006	116.4
01-45-5068 MEDICAL SAVINGS	592.27	646.74	126.33	1,175.75	883	133.2
01-45-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	368.76	.00	.00	0	.0
01-45-5201 COMPUTER/TECHNOLOGY	.00	.00	.00	1,614.00	4,000	40.4
01-45-5203 UNIFORMS	1,021.40	1,186.91	60.00	1,797.43	6,510	27.6
01-45-5210 OPERATING SUPPLIES	7,771.16	7,350.70	376.38	2,749.95	6,000	45.8
01-45-5215 REPAIRS & MAINTENANCE	21,862.12	15,250.83	239.13	20,709.70	40,000	51.8
01-45-5216 FLEET R&M	3,781.48	6,408.27	1,733.45	5,201.97	10,000	52.0
01-45-5253 GAS & OIL	5,874.49	5,409.39	1,824.97	13,675.58	10,000	136.8
01-45-5254 TOOLS	1,596.80	594.67	.00	218.55	3,000	7.3
01-45-5300 TELEPHONE	1,085.29	1,485.00	205.00	1,796.00	2,200	81.6
01-45-5305 UTILITIES	49,447.66	21,442.50	17,017.00	52,290.26	40,000	130.7
01-45-5310 TRASH REMOVAL	1,839.39	699.00	1,160.50	2,782.50	2,500	111.3
01-45-5320 PROPERTY & LIABILITY INSURANCE	9,819.50	11,542.06	4,565.72	19,701.03	21,514	91.6
01-45-5330 TRAINING	2,466.25	1,173.18	1,400.00	5,300.79	4,000	132.5
01-45-5331 DUES / MEMBERSHIPS	.00	.00	210.00	210.00	0	.0
01-45-5348 PEST CONTROL	20,069.20	38,338.50	3,659.00	22,151.92	38,000	58.3
01-45-5349 WELLNESS PROGRAM	69.75	135.00	15.00	120.00	0	.0
01-45-5363 WEED CONTROL	2,296.77	3,216.85	509.97	8,156.13	15,000	54.4
01-45-5369 EQUIPMENT RENTAL	.00	22.95	.00	.00	1,000	.0
01-45-5370 LANDSCAPING	6,197.83	13,785.69	.00	5,308.00	18,000	29.5
01-45-5371 TREE MAINTENANCE	14,570.00	30,777.40	6,670.00	15,290.00	35,000	43.7
01-45-5372 IRRIGATION SYSTEM	5,846.32	24,874.29	434.41	3,198.48	7,500	42.7
01-45-5405 PARK ENGINEERING	.00	55.00	699.00	1,359.00	0	.0
01-45-5500 CAPITAL OUTLAY	.00	74,921.00	4,590.20	119,005.74	170,000	70.0
01-45-5700 MISC. EXPENSE	.00	.00	.00	233.27	2,500	9.3
TOTAL PARKS	373,988.56	553,586.95	80,623.05	670,301.44	902,204	74.3

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

GENERAL FUND

	YTD ACTUAL 2022-	YTD ACTUAL2024-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCN
<u>ENGINEERING</u>						
01-47-5001 SALARIES & WAGES	260,974.09	332,678.99	24,380.01	288,212.49	433,144	66.5
01-47-5050 CLEANING	.00	5,968.00	787.78	6,302.24	8,500	74.1
01-47-5055 OVERTIME	12,849.36	14,427.46	.00	948.95	0	.0
01-47-5060 PAYROLL TAXES	21,596.03	26,417.77	1,848.40	21,788.64	33,135	65.8
01-47-5065 WORKERS COMP	8,294.47	6,760.85	390.52	5,830.91	9,071	64.3
01-47-5066 HEALTH INSURANCE	29,194.37	31,223.08	2,556.53	27,492.37	44,587	61.7
01-47-5067 DEFERRED COMP	11,721.65	14,990.93	1,219.00	14,267.50	20,276	70.4
01-47-5068 MEDICAL SAVINGS	914.24	1,116.74	87.06	989.91	1,658	59.7
01-47-5075 EMPLOYMENT/RECRUITMENT EXPENSE	189.12	762.23	440.27	1,550.27	800	193.8
01-47-5200 OFFICE SUPPLIES	.00	4,324.43	395.17	3,498.82	5,000	70.0
01-47-5201 COMPUTER/TECHNOLOGY	8,107.89	4,593.04	214.89	3,023.41	8,000	37.8
01-47-5203 UNIFORMS	982.99	1,251.91	40.00	1,729.08	4,250	40.7
01-47-5210 OPERATING SUPPLIES	1,273.77	13,129.87	754.47	8,809.78	10,000	88.1
01-47-5212 FURNISHINGS	.00	641.42	.00	165.56	1,000	16.6
01-47-5215 REPAIRS & MAINTENANCE	54,375.31	33,087.44	.00	10,650.14	30,000	35.5
01-47-5216 REPAIR & MAINTENANCE--FLEET	787.83	494.94	.00	221.38	5,000	4.4
01-47-5253 GAS & OIL	3,570.72	3,763.23	372.69	2,412.25	7,500	32.2
01-47-5300 TELEPHONE	3,321.67	2,574.36	238.04	1,994.97	2,880	69.3
01-47-5305 UTILITIES	471.18	13,290.10	1,345.43	11,091.88	20,000	55.5
01-47-5310 TRASH	2,511.33	1,463.75	184.96	2,283.64	2,000	114.2
01-47-5315 COPIER EXPENSES	33.00-	1,478.88	359.51	1,237.31	2,000	61.9
01-47-5320 PROPERTY & LIABILITY INSURANCE	4,909.77	5,771.04	1,826.29	7,880.42	8,606	91.6
01-47-5330 TRAINING	2,028.55	2,992.66	322.56	386.16	5,000	7.7
01-47-5331 DUES & SUBSCRIPTIONS	540.00	630.00	174.00	622.75	800	77.8
01-47-5399 OTHER PROFESSIONAL SERVICES	.00	285.00	180.00	1,140.00	1,650	69.1
01-47-5405 ENGINEERING FEES	13,505.78	25,661.45	4,013.60	31,593.55	55,000	57.4
01-47-5491 VEHICLE LEASE EXPENSES	.00	.00	1,026.44	7,436.96	13,633	54.6
01-47-5599 CAPITAL OUTLAY--LEASES	.00	.00	.00	.00	54,533	.0
01-47-5700 MISC. EXPENSE	318.80	269.42	.00	670.03	1,000	67.0
01-47-6134 EV CHARGING STATION EXPENSES	.00	.00	140.58	140.58	0	.0
TOTAL ENGINEERING	442,405.92	550,048.99	43,298.20	464,371.95	789,023	58.9

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

GENERAL FUND

	YTD ACTUAL 2022-	YTD ACTUAL2024-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCN
<u>MUNICIPAL COURT</u>						
01-48-5001 SALARIES & WAGES	32,512.36	30,175.42	3,975.92	37,382.91	51,687	72.3
01-48-5040 JUDGE	8,000.00	12,995.00	1,500.00	12,400.00	21,000	59.1
01-48-5055 OVERTIME	.00	270.27	.00	10.36	0	.0
01-48-5060 PAYROLL TAXES	2,580.10	2,307.95	302.05	2,849.48	3,954	72.1
01-48-5065 WORKERS COMP	41.50	47.28	4.68	44.00	84	52.4
01-48-5066 HEALTH INSURANCE	5,307.53	4,219.73	648.90	5,512.17	7,560	72.9
01-48-5067 DEFERRED COMP	1,416.72	772.19	85.00	807.50	1,122	72.0
01-48-5068 MEDICAL SAVINGS	56.16	181.14	27.06	230.01	384	59.9
01-48-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	.00	.00	500	.0
01-48-5201 COMPUTER/TECHNOLOGY	1,457.60	.00	2,220.00	2,220.00	4,000	55.5
01-48-5203 UNIFORMS	.00	.00	.00	110.77	200	55.4
01-48-5235 COURT COSTS	.00	203.70	171.00	1,582.80	1,500	105.5
01-48-5300 TELEPHONE	405.39	65.62	.00	.00	0	.0
01-48-5320 PROPERTY & LIABILITY INSURANCE	1,963.88	2,308.42	913.14	3,940.19	4,303	91.6
01-48-5330 TRAINING	.00	52.00	140.00	212.84	1,000	21.3
01-48-5331 DUES & MEMBERSHIPS	22.00	50.00	.00	50.00	100	50.0
01-48-5399 OTHER PROFESSIONAL SERVICES	.00	1,553.40	167.30	2,012.40	2,200	91.5
01-48-5455 PROSECUTING ATTORNEY	13,643.00	15,532.50	1,000.00	10,150.00	18,000	56.4
01-48-5456 PUBLIC DEFENDER	.00	.00	.00	.00	10,000	.0
01-48-5700 MISC. EXPENSE	314.33	245.26	47.38	401.72	1,000	40.2
TOTAL MUNICIPAL COURT	67,720.57	70,979.88	11,202.43	79,917.15	128,594	62.2

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

GENERAL FUND

	YTD ACTUAL 2022-	YTD ACTUAL2024-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCN
<u>COMMUNITY ENGAGEMENT</u>						
01-49-5001 SALARIES & WAGES	113,184.44	143,539.74	22,098.64	177,305.78	272,760	65.0
01-49-5055 OVERTIME	674.12	1,018.98	238.98	612.38	5,000	12.3
01-49-5060 PAYROLL TAXES	8,791.88	10,970.83	1,711.42	13,600.12	21,249	64.0
01-49-5065 WORKERS COMP	1,343.90	1,420.13	481.08	4,153.84	2,194	189.3
01-49-5066 HEALTH INSURANCE	15,536.78	12,960.93	2,365.15	14,585.17	17,807	81.9
01-49-5067 DEFERRED COMP	3,899.55	5,529.30	692.53	4,729.17	8,198	57.7
01-49-5068 MEDICAL SAVINGS	342.44	842.72	99.98	849.83	1,179	72.1
01-49-5075 EMPLOYMENT/RECRUITMENT EXPENSE	408.76	1,057.40	.00	1,398.16	1,500	93.2
01-49-5160 MERCHANDISE FOR RESALE	.00	.00	.00	1,510.94	8,000	18.9
01-49-5201 COMPUTER/TECHNOLOGY	2,831.27	1,176.70	.00	4,238.00	5,000	84.8
01-49-5202 PRINTING EXPENSE	4,185.23	4,083.94	.00	6,902.66	15,000	46.0
01-49-5203 UNIFORMS	.00	698.33	.00	765.51	1,500	51.0
01-49-5205 POSTAGE	.00	472.88	.00	1,894.36	1,500	126.3
01-49-5212 FURNISHINGS	.00	.00	.00	.00	4,000	.0
01-49-5216 FLEET R&M	.00	5,497.75	.00	35.00	2,000	1.8
01-49-5220 TOWN DECORATIONS	1,439.20	3,369.86	1,565.67	5,857.43	10,000	58.6
01-49-5236 COMMUNITY ENGAGEMENT	6,353.94	8,890.14	817.36	9,455.76	10,000	94.6
01-49-5253 GAS & OIL	.00	188.68	41.49	369.59	1,200	30.8
01-49-5260 RECREATION PROGRAMS	42,916.51	39,089.23	4,110.38	28,867.08	52,000	55.5
01-49-5261 COMMUNITY DAY	35,655.02	45,386.76	6,520.31	53,045.90	55,000	96.5
01-49-5262 TOWN EVENTS	40,518.64	41,846.93	1,253.08	55,192.54	89,000	62.0
01-49-5265 SENIOR EVENTS	6,925.76	6,240.66	1,752.00	9,595.87	15,500	61.9
01-49-5300 TELEPHONE	513.71	1,016.73	168.01	1,120.08	1,080	103.7
01-49-5320 GENERAL LIABILITY INSURANCE	7,855.61	9,702.37	1,826.29	7,791.14	8,956	87.0
01-49-5330 TRAINING	557.00	3,858.41	.00	7,677.05	10,000	76.8
01-49-5331 DUES/MEMBERSHIPS	6,144.95	7,461.86	80.00	9,186.53	9,000	102.1
01-49-5349 WELLNESS PROGRAM	6,407.48	12,197.75	3,229.58	13,726.39	25,000	54.9
01-49-5399 OTHER PROFESSIONAL SERVICES	.00	.00	167.30	14,175.50	35,700	39.7
01-49-5401 CONSULTANTS	6,750.00	12,377.50	.00	37,533.00	50,000	75.1
01-49-5421 ECONOMIC DEVELOPMENT PROGRAMS	.00	.00	1,282.65	2,405.64	40,000	6.0
01-49-5500 CAPITAL OUTLAY--WAYFINDING	.00	.00	.00	.00	25,000	.0
01-49-5560 CAPITAL OUTLAY--SFTWR UPGRADES	.00	9,396.94	6,504.99	32,214.02	40,000	80.5
01-49-5700 MISC. EXPENSE	31,250.45	1,054.75	350.51	1,350.22	2,000	67.5
TOTAL COMMUNITY ENGAGEMENT	344,486.64	391,348.20	57,357.40	522,144.66	846,323	61.7
<u>NON-DEPARTMENTAL</u>						
01-90-5500 CAPITAL OUTLAY	.00	.00	.00	.00	50,000	.0
01-90-5804 TRANSFER TO STREET IMPVT FD	281,250.00	281,250.00	93,750.00	281,250.00	375,000	75.0
01-90-5805 TRANSFER TO CAPITAL IMPROVEMEN	.00	1,035,338.25	1,144,570.84	2,392,226.84	2,495,312	95.9
01-90-8151 SPECIAL PROJECTS	.00	.00	.00	.00	100,000	.0
01-90-8155 ARPA BROADBAND	16,842.03	462.67	.00	.00	148,932	.0
TOTAL NON-DEPARTMENTAL	298,092.03	1,317,050.92	1,238,320.84	2,673,476.84	3,169,244	84.4
TOTAL FUND EXPENDITURES	5,025,122.68	6,203,537.59	1,837,530.52	8,078,635.32	11,427,544	70.7

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

GENERAL FUND

	YTD ACTUAL 2022-	YTD ACTUAL2024-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCN
NET REVENUE OVER EXPENDITURES	3,088,441.19	1,465,955.45	(1,071,408.35)	661,853.76	422,309-	156.7

TOWN OF MEAD
BALANCE SHEET
SEPTEMBER 30, 2024

STREET IMPROVEMENT FUND

ASSETS

04-01-0100	COMBINED CASH	2,646,780.53	
04-01-1301	A/R - GENERAL	374,750.99	
	TOTAL ASSETS		3,021,531.52

LIABILITIES AND EQUITY

LIABILITIES

04-02-2000	ACCOUNTS PAYABLE	6,248.10	
04-02-2005	RETAINAGE PAYABLE	19,543.76	
04-02-2300	457(B) DEFERRED COMP PAYABLE	1,100.15	
04-02-2310	EMPLOYEE HEALTH INS. PAYABLE	9,620.08	
04-02-2400	FED. WITHHOLDING TAX PAYABLE	1,324.28	
04-02-2401	SOCIAL SECURITY TAX PAYABLE	1,776.56	
04-02-2402	MEDICARE TAX PAYABLE	415.48	
04-02-2403	STATE WITHHOLDING TAX PAYABLE	1,101.00	
04-02-2404	STATE UNEMPLOYMENT TAX PAYABLE	201.86	
	TOTAL LIABILITIES		41,331.27

FUND EQUITY

04-02-3001	FUND BALANCE	1,981,738.14	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	998,462.11	
	BALANCE - CURRENT DATE	998,462.11	
	TOTAL FUND EQUITY		2,980,200.25
	TOTAL LIABILITIES AND EQUITY		3,021,531.52

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

STREET IMPROVEMENT FUND

		YTD ACTUAL2022-	YTD ACTUAL 2023-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCNT
	<u>TAXES</u>						
04-10-4005	HIGHWAY USERS TAX	139,917.99	127,584.60	28,457.90	224,886.71	242,317	92.8
04-10-4010	SALES TAX	1,014,759.54	1,495,888.11	120,650.76	1,378,204.36	2,269,172	60.7
04-10-4015	ROAD & BRIDGE TAX	.00	.00	.00	90,958.26	70,000	129.9
04-10-4025	M.V. REGISTSTRATION	.00	19,108.58	2,642.82	20,531.68	26,000	79.0
04-10-4030	BUILDING USE TAX	476,958.12	171,140.50	25,023.58	192,393.45	222,937	86.3
	<u>TOTAL TAXES</u>	<u>1,631,635.65</u>	<u>1,813,721.79</u>	<u>176,775.06</u>	<u>1,906,974.46</u>	<u>2,830,426</u>	<u>67.4</u>
	<u>FEES AND PERMITS</u>						
04-11-4102	RIGHT-OF-WAY PERMITS	.00	40,425.00	31,299.00	122,458.50	63,165	193.9
	<u>TOTAL FEES AND PERMITS</u>	<u>.00</u>	<u>40,425.00</u>	<u>31,299.00</u>	<u>122,458.50</u>	<u>63,165</u>	<u>193.9</u>
	<u>TRANSFERS IN</u>						
04-16-4601	TRANSFER FROM GF	281,250.00	281,250.00	93,750.00	281,250.00	375,000	75.0
	<u>TOTAL TRANSFERS IN</u>	<u>281,250.00</u>	<u>281,250.00</u>	<u>93,750.00</u>	<u>281,250.00</u>	<u>375,000</u>	<u>75.0</u>
	<u>MISCELLANEOUS</u>						
04-18-4619	INTEREST INCOME	.00	88,745.84	9,675.22	82,852.16	0	.0
	<u>TOTAL MISCELLANEOUS</u>	<u>.00</u>	<u>88,745.84</u>	<u>9,675.22</u>	<u>82,852.16</u>	<u>0</u>	<u>.0</u>
	<u>TOTAL FUND REVENUE</u>	<u>1,912,885.65</u>	<u>2,224,142.63</u>	<u>311,499.28</u>	<u>2,393,535.12</u>	<u>3,268,591</u>	<u>73.2</u>

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

STREET IMPROVEMENT FUND

	YTD ACTUAL 2022-	YTD ACTUAL2024-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCN
<u>STREETS</u>						
04-44-5001 SALARIES & WAGES	.00	250,764.88	29,217.91	294,007.36	461,521	63.7
04-44-5055 OVERTIME	.00	4,596.44	522.61	2,971.48	10,000	29.7
04-44-5060 PAYROLL TAXES	.00	18,955.81	2,204.81	22,229.92	36,071	61.6
04-44-5065 WORKERS COMPENSATION	.00	21,853.90	1,670.00	19,010.51	21,313	89.2
04-44-5066 HEALTH INSURANCE	.00	34,259.75	5,093.54	43,724.93	45,134	96.9
04-44-5067 DEFERRED COMP	.00	6,928.21	1,013.08	8,840.70	10,331	85.6
04-44-5068 MEDICAL SAVINGS	.00	481.34	82.66	774.02	715	108.3
04-44-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	61.46	.00	.00	1,500	.0
04-44-5201 COMPUTER/TECHNOLOGY	.00	9,385.00	718.13	16,005.46	22,000	72.8
04-44-5202 PRINTING EXPENSE	.00	.00	.00	192.95	15,000	1.3
04-44-5203 UNIFORMS	.00	2,199.59	578.84	6,255.89	5,720	109.4
04-44-5210 OPERATING SUPPLIES	.00	2,878.01	123.29	200.25	2,500	8.0
04-44-5215 REPAIRS & MAINTENANCE--STREETS	170,234.83	181,544.70	38,965.11	145,999.73	250,000	58.4
04-44-5216 REPAIR & MAINT.--FLEET	.00	26,916.75	2,929.35	16,450.53	40,000	41.1
04-44-5217 REPAIR & MAINTENANCE--BRIDGES	.00	.00	.00	185,834.91	0	.0
04-44-5250 ASPHALT/STREET PATCHING	7,852.00	5,891.90	.00	4,392.00	2,300,000	.2
04-44-5252 STREET SIGNS & MARKERS	9,952.31	5,895.42	.00	8,603.22	10,000	86.0
04-44-5253 GAS & OIL	.00	15,895.65	1,630.65	5,881.41	25,000	23.5
04-44-5254 TOOLS	.00	8,598.18	.00	16,935.91	25,000	67.7
04-44-5255 SAFETY EQUIPMENT	.00	2,885.22	.00	2,439.15	3,500	69.7
04-44-5300 TELEPHONE	.00	2,011.78	241.38	2,002.29	3,500	57.2
04-44-5305 UTILITIES	.00	22,600.27	44.99	21,480.98	35,000	61.4
04-44-5310 TRASH DISPOSAL	.00	100.00	.00	.00	1,000	.0
04-44-5320 PROPERTY & LIABILITY INSURANCE	.00	28,855.17	6,848.58	29,551.55	32,271	91.6
04-44-5330 TRAINING	.00	409.44	510.00	5,780.29	13,500	42.8
04-44-5331 DUES & MEMBERSHIPS	.00	100.00	350.00	2,894.50	1,500	193.0
04-44-5360 STREET SWEEPING	5,040.00	20,844.00	3,726.00	27,378.00	40,000	68.5
04-44-5361 DUST CONTROL	32,608.58	26,367.22	41,267.44	53,018.37	45,000	117.8
04-44-5362 GRAVEL	.00	8,246.03	.00	20,000.00	20,000	100.0
04-44-5363 WEED CONTROL	.00	6,509.98	1,163.91	1,163.91	5,000	23.3
04-44-5364 SNOW REMOVAL	.00	31,227.47	276.93	3,452.63	100,000	3.5
04-44-5365 REPAIR & MAINTENANCE--SEALCOAT	.00	.00	96,637.70	230,058.85	150,000	153.4
04-44-5366 REPAIR & MAINTENANCE--DRAINAGE	1,101.89	15,348.00	.00	.00	20,000	.0
04-44-5367 STREET STRIPING	32,609.72	.00	.00	.00	150,000	.0
04-44-5369 EQUIPMENT RENTAL	.00	19,088.34	7.65	33,215.62	170,000	19.5
04-44-5391 MATERIALS TESTING	.00	.00	.00	.00	40,000	.0
04-44-5405 ENGINEERING FEES	19,076.55	31,478.66	19,397.14	68,957.85	200,000	34.5
04-44-5491 VEHICLE LEASE EXPENSES	.00	.00	9,773.79	60,680.70	118,180	51.4
04-44-5500 CAPITAL OUTLAY	.00	138,362.20	.00	4,342.07	69,000	6.3
04-44-5501 CAPITAL OUTLAY-GRADER SHED	.00	.00	.00	1,270.91	50,000	2.5
04-44-5720 CONTINGENCY	.00	.00	.00	29,074.16	100,000	29.1
04-44-8151 SPECIAL PROJECTS	.00	.00	.00	.00	50,000	.0
TOTAL STREETS	278,475.88	951,540.77	264,995.49	1,395,073.01	4,699,256	29.7
TOTAL FUND EXPENDITURES	278,475.88	951,540.77	264,995.49	1,395,073.01	4,699,256	29.7
NET REVENUE OVER EXPENDITURES	1,634,409.77	1,272,601.86	46,503.79	998,462.11	1,430,665-	69.8

TOWN OF MEAD
BALANCE SHEET
SEPTEMBER 30, 2024

CONSERVATION TRUST FUND

ASSETS

05-01-0100	CASH IN COMMON - CTF	176,008.86	
	TOTAL ASSETS		176,008.86

LIABILITIES AND EQUITY

FUND EQUITY

05-02-3001	FUND BALANCE	112,855.53	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	63,153.33	
	BALANCE - CURRENT DATE	63,153.33	
	TOTAL FUND EQUITY		176,008.86
	TOTAL LIABILITIES AND EQUITY		176,008.86

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

CONSERVATION TRUST FUND

		YTD ACTUAL2022-	YTD ACTUAL 2023-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCNT
	<u>LOTTERY REVENUE</u>						
05-17-4630	LOTTERY REVENUE	44,759.39	51,867.01	16,169.36	58,044.29	65,000	89.3
	TOTAL LOTTERY REVENUE	44,759.39	51,867.01	16,169.36	58,044.29	65,000	89.3
	<u>MISCELLANEOUS REVENUE</u>						
05-18-4619	INTEREST & DIVIDEND INCOME	516.45	2,233.11	644.19	5,109.04	1,000	510.9
	TOTAL MISCELLANEOUS REVENUE	516.45	2,233.11	644.19	5,109.04	1,000	510.9
	TOTAL FUND REVENUE	45,275.84	54,100.12	16,813.55	63,153.33	66,000	95.7
	<u>PARKS</u>						
05-45-5212	FURNISHINGS	.00	.00	.00	.00	30,000	.0
05-45-5506	CAPITAL OUTLAY--PARKS & EQUIP	42,093.00	.00	.00	.00	0	.0
	TOTAL PARKS	42,093.00	.00	.00	.00	30,000	.0
	TOTAL FUND EXPENDITURES	42,093.00	.00	.00	.00	30,000	.0
	NET REVENUE OVER EXPENDITURES	3,182.84	54,100.12	16,813.55	63,153.33	36,000	175.4

TOWN OF MEAD
BALANCE SHEET
SEPTEMBER 30, 2024

SEWER FUND

ASSETS

06-01-0100	COMBINED CASH	1,692,639.53	
06-01-1305	ACCUM DEPRECIATION - PLANT & E	(3,882,320.56)	
06-01-1306	A/R-UTILITY BILLING	114,087.13	
06-01-1501	LAND	294,834.95	
06-01-1502	LAND IMPROV.	322,159.37	
06-01-1503	SEWER COLLECTION SYSTEM	1,792,246.08	
06-01-1504	BUILDINGS	281,750.60	
06-01-1506	MACH. & EQUIP.	179,757.28	
06-01-1507	WASTEWATER TREATMENT PLANT	7,402,156.31	
TOTAL ASSETS			8,197,310.69

LIABILITIES AND EQUITY

LIABILITIES

06-02-2000	ACCOUNTS PAYABLE	366.56	
06-02-2200	LOAN PAYABLE CWRPDA--LT	1,309,402.88	
06-02-2201	LOAN PAYABLE CWRPDA--CURRENT	82,296.05	
06-02-2300	EMPLOYEE PENSION PAYABLE	691.38	
06-02-2310	EMPLOYEE HEALTH INS. PAYABLE	(2.04)	
06-02-2314	401(A) CONTRIBUTIONS PAYABLE	58.08	
06-02-2400	FED. WITHHOLDING TAX PAYABLE	638.31	
06-02-2401	SOCIAL SECURITY TAX PAYABLE	721.83	
06-02-2402	MEDICARE TAX PAYABLE	187.08	
06-02-2403	STATE WITHHOLDING TAX PAYABLE	491.05	
06-02-2404	STATE UNEMPLOYMENT TAX PAYABLE	91.32	
06-02-2500	ACC'D COMPENSATED ABS--CURRENT	1,386.13	
06-02-2501	ACCR'D COMPENSATED ABSENCES-LT	12,475.17	
06-02-2502	ACCRUED INT PAYABLE--CWRPDA	20,237.62	
06-02-2601	BOND PREMIUM--UNAMORTIZED	46,230.00	
TOTAL LIABILITIES			1,475,271.42

FUND EQUITY

06-02-3001	FUND BALANCE	5,887,822.74	
UNAPPROPRIATED FUND BALANCE:			
06-02-3010	CONTRIBUTIONS FROM DEVELOPERS	15,000.00	
06-02-3020	CONTRIBUTIONS SEWER TAPS	425,400.00	
	REVENUE OVER EXPENDITURES - YTD	393,816.53	
BALANCE - CURRENT DATE		834,216.53	
TOTAL FUND EQUITY			6,722,039.27
TOTAL LIABILITIES AND EQUITY			8,197,310.69

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

SEWER FUND

		YTD ACTUAL2022-	YTD ACTUAL 2023-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCNT
<u>CHARGES FOR SERVICES</u>							
06-11-4150	SEWER USER FEES	673,760.51	706,494.15	88,733.47	761,850.28	981,690	77.6
06-11-4152	RATERINK LIFT STA. SURCHARGE	.00	9,140.00	1,200.00	9,961.20	12,444	80.1
06-11-4160	SEWER LATE/NSF FEES	11,761.34	10,947.14	1,254.00	10,584.84	15,124	70.0
06-11-4165	SEWER TAP FEES	673,256.00	157,203.00	6,791.00	146,714.00	277,307	52.9
	TOTAL CHARGES FOR SERVICES	1,358,777.85	883,784.29	97,978.47	929,110.32	1,286,565	72.2
<u>MISCELLANEOUS REVENUE</u>							
06-18-4619	INTEREST & DIVIDEND INCOME	10,879.09	56,221.40	6,211.36	54,987.22	75,667	72.7
	TOTAL MISCELLANEOUS REVENUE	10,879.09	56,221.40	6,211.36	54,987.22	75,667	72.7
	TOTAL FUND REVENUE	1,369,656.94	940,005.69	104,189.83	984,097.54	1,362,232	72.2
<u>ADMINISTRATION</u>							
06-40-5001	SALARIES & WAGES	105,841.18	128,819.66	12,754.67	130,666.45	188,268	69.4
06-40-5055	OVERTIME	3,627.81	4,805.60	87.10	840.76	0	.0
06-40-5060	PAYROLL TAXES	8,525.03	9,970.49	922.80	9,911.08	14,403	68.8
06-40-5065	WORKERS COMP	2,809.39	4,739.97	247.35	3,178.69	3,469	91.6
06-40-5066	HEALTH INSURANCE	16,599.10	15,844.34	1,737.99	16,096.18	22,523	71.5
06-40-5067	DEFERRED COMP/RETIREMENT	4,890.64	6,373.53	709.82	6,837.45	9,019	75.8
06-40-5068	MEDICAL SAVINGS	396.71	508.50	55.14	544.42	696	78.2
06-40-5201	COMPUTER / TECHNOLOGY	3,644.00	.00	.00	.00	5,000	.0
06-40-5205	POSTAGE	2,878.38	3,125.48	443.36	3,341.66	5,500	60.8
06-40-5254	UNIFORMS	.00	.00	.00	.00	2,270	.0
06-40-5300	TELEPHONE	676.26	731.65	79.51	672.10	720	93.4
06-40-5320	GENERAL LIABILITY INSURANCE	4,909.77	5,771.04	2,282.86	9,850.52	10,757	91.6
06-40-5331	DUES AND MEMBERSHIP	1,000.00	1,000.00	.00	1,050.00	1,200	87.5
06-40-5399	OTHER PROFESSIONAL SERVICES	.00	4,155.20	585.55	7,041.90	7,700	91.5
06-40-5400	LEGAL FEES	6,252.31	7,101.15	1,916.33	7,821.30	13,628	57.4
06-40-5401	CONSULTING FEES	7,338.86	11,285.91	1,644.75	10,389.92	16,208	64.1
06-40-5405	ENGINEERING FEES	10,936.97	15,514.85	8,575.69	27,340.46	30,000	91.1
06-40-5410	PLANNING/CONSULTANTS	1,325.17	1,650.82	206.00	1,678.73	2,040	82.3
06-40-5415	AUDIT FEES	6,595.50	7,965.00	.00	6,300.00	7,977	79.0
06-40-5460	ADMINISTRATIVE OVERHEAD	4,911.00	.00	.00	4,471.00	8,942	50.0
06-40-5701	BANK FEES	1,581.03	4,404.40	600.65	4,932.71	6,082	81.1
06-40-5705	MILEAGE	203.57	450.00	50.00	400.00	1,000	40.0
	TOTAL ADMINISTRATION	194,942.68	234,217.59	32,899.57	253,365.33	357,402	70.9

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

SEWER FUND

	YTD ACTUAL 2022-	YTD ACTUAL2024-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCN
<u>OPERATIONS</u>						
06-47-5210 OPERATING SUPPLIES	605.12	.00	.00	.00	1,000	.0
06-47-5215 REPAIRS & MAINT	26,785.04	25,150.31	7,154.55	37,508.21	92,500	40.6
06-47-5216 REPAIRS & MAINT GRIT CLASSIFIE	.00	.00	.00	.00	10,000	.0
06-47-5227 CHEMICALS	360.00	.00	.00	538.20	750	71.8
06-47-5231 SLUDGE DISPOSAL	44,755.88	41,934.61	4,551.54	53,721.04	85,000	63.2
06-47-5248 SEWER LINE REPAIRS	.00	581.76	.00	.00	15,000	.0
06-47-5253 GAS & OIL	5,874.71	5,409.39	216.69	1,544.55	6,000	25.7
06-47-5305 UTILITIES	34,735.10	34,200.79	4,266.28	38,856.01	70,000	55.5
06-47-5306 UTILITIES--RATERINK	.00	497.78	64.54	539.61	0	.0
06-47-5310 TRASH	816.72	843.48	132.74	1,152.13	1,500	76.8
06-47-5348 PEST CONTROL	.00	.00	.00	1,263.60	0	.0
06-47-5363 WEED CONTROL	.00	.00	.00	799.95	1,000	80.0
06-47-5390 SEWER MAINT. CONTRACT	45,799.89	52,293.51	6,065.79	49,216.13	95,000	51.8
06-47-5391 SEWER TESTING	5,970.72	3,858.85	590.40	4,968.86	6,500	76.4
06-47-5392 LINE LOCATOR	4,729.40	7,464.95	512.13	4,066.08	4,000	101.7
06-47-5393 STATE DISCHARGE PERMIT	3,665.11	5,093.40	.00	2,940.00	3,500	84.0
06-47-5394 SEWER LINE FLUSHING	58,496.80	80,082.00	.00	.00	100,000	.0
06-47-5396 R&M--RATERINK LIFT STATION	.00	7,522.35	376.91	6,837.10	20,000	34.2
06-47-5503 CAPITAL OUTLAY--COAT CHANNELS	.00	.00	.00	.00	30,000	.0
06-47-5551 CAPITAL OUTLAY--GRIT PUMPS/DIG	61,176.00	.00	.00	.00	0	.0
06-47-5552 CAPITAL OUTLAY--WAS PUMPS	2,266.00	.00	.00	.00	0	.0
06-47-5553 CAPITAL OUTLAY--PLC UPGRADES	127,929.01	.00	.00	.00	0	.0
06-47-5554 CAPITAL OUTLAY--CO/ORP PROBES	.00	.00	.00	.00	250,000	.0
06-47-5556 CAPITAL OUTLAY--CIPP	187,164.64	250.00-	.00	.00	150,000	.0
06-47-5557 CAPITAL OUTLAY-HEADWORKS MECH	31,291.21	378,384.00	.00	.00	0	.0
06-47-5558 CAPITAL OUTLAY-BLOWER REPLACE	.00	3,665.50	.00	2,809.69	130,000	2.2
06-47-5559 CAPITAL OUTLAY-CHEMICAL PHOSOP	.00	1,100.00	.00	.00	125,000	.0
06-47-5720 CONTINGENCIES	.00	.00	.00	.00	50,000	.0
TOTAL OPERATIONS	642,421.35	647,832.68	23,931.57	206,761.16	1,246,750	16.6
<u>DEPARTMENT 58</u>						
06-58-5809 TRF TO MUNICIPAL FACILITIES FD	75,000.00	.00	.00	.00	0	.0
TOTAL DEPARTMENT 58	75,000.00	.00	.00	.00	0	.0
<u>DEBT SERVICE</u>						
06-98-9801 2007 CWRPDA LOAN--PRINCIPAL	76,793.89	79,497.38	.00	82,296.05	82,296	100.0
06-98-9802 2007 CWRPDA LOAN--INTEREST	53,360.63	50,657.14	.00	47,858.47	47,858	100.0
TOTAL DEBT SERVICE	130,154.52	130,154.52	.00	130,154.52	130,154	100.0
TOTAL FUND EXPENDITURES	1,042,518.55	1,012,204.79	56,831.14	590,281.01	1,734,306	34.0

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

SEWER FUND

	YTD ACTUAL 2022-	YTD ACTUAL2024-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCN
NET REVENUE OVER EXPENDITURES	327,138.39	72,199.10-	47,358.69	393,816.53	372,074-	105.8

TOWN OF MEAD
BALANCE SHEET
SEPTEMBER 30, 2024

POLICE FUND

ASSETS

08-01-0100	CASH IN COMMON - POLICE	119,934.06	
	TOTAL ASSETS		119,934.06

LIABILITIES AND EQUITY

FUND EQUITY

08-02-3001	FUND BALANCE	158,445.15	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	(38,511.09)	
	BALANCE - CURRENT DATE	(38,511.09)	
	TOTAL FUND EQUITY		119,934.06
	TOTAL LIABILITIES AND EQUITY		119,934.06

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

POLICE FUND

		YTD ACTUAL2022-	YTD ACTUAL 2023-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCNT
	<u>FEES AND PERMITS</u>						
08-11-4165	IMPACT FEES	124,138.25	46,816.00	5,155.00	44,483.67	113,079	39.3
	TOTAL FEES AND PERMITS	124,138.25	46,816.00	5,155.00	44,483.67	113,079	39.3
	<u>MISCELLANEOUS</u>						
08-18-4619	INTEREST & DIVIDEND INCOME	1,637.76	7,220.66	438.95	4,797.81	10,808	44.4
	TOTAL MISCELLANEOUS	1,637.76	7,220.66	438.95	4,797.81	10,808	44.4
	TOTAL FUND REVENUE	125,776.01	54,036.66	5,593.95	49,281.48	123,887	39.8
	<u>POLICE</u>						
08-42-5212	FURNISHINGS	.00	105.00	.00	.00	0	.0
08-42-5491	VEHICLE LEASE EXPENSES	18,800.39	90,597.00	7,728.38	78,825.54	80,724	97.7
08-42-5511	CAPITAL OUTLAY--BLDGS & IMPVTS	.00	57,880.73	.00	8,967.03	35,000	25.6
	TOTAL POLICE	18,800.39	148,582.73	7,728.38	87,792.57	115,724	75.9
	TOTAL FUND EXPENDITURES	18,800.39	148,582.73	7,728.38	87,792.57	115,724	75.9
	NET REVENUE OVER EXPENDITURES	106,975.62	94,546.07-	(2,134.43)	(38,511.09)	8,163	471.8

TOWN OF MEAD
BALANCE SHEET
SEPTEMBER 30, 2024

MUNICIPAL FACILITIES FUND

ASSETS

09-01-0100	COMBINED CASH	5,005,378.27	
	TOTAL ASSETS		5,005,378.27

LIABILITIES AND EQUITY

LIABILITIES

09-02-2005	RETAINAGE PAYABLE	36,686.14	
	TOTAL LIABILITIES		36,686.14

FUND EQUITY

09-02-3003	FUND BALANCE-MUNICIPAL	3,808,620.83	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	1,160,071.30	
	BALANCE - CURRENT DATE	1,160,071.30	
	TOTAL FUND EQUITY		4,968,692.13
	TOTAL LIABILITIES AND EQUITY		5,005,378.27

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

MUNICIPAL FACILITIES FUND

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCNT
	<u>FEES</u>						
09-11-4165	IMPACT FEES	832,933.03	462,192.00	44,964.00	384,692.00	919,812	41.8
	TOTAL FEES	832,933.03	462,192.00	44,964.00	384,692.00	919,812	41.8
	<u>GRANTS</u>						
09-15-4527	CNTY EMERGENCY MANAGEMENT GR	.00	.00	.00	.00	40,000	.0
09-15-4545	GRANTS--EIAF 9349 STATE FUNDS	261,497.81	21,097.62	.00	.00	0	.0
09-15-4546	DOLA EIAF GRANT-COMMUNITY CENT	.00	.00	.00	117,631.66	1,500,000	7.8
	TOTAL GRANTS	261,497.81	21,097.62	.00	117,631.66	1,540,000	7.6
	<u>TRANSFERS IN</u>						
09-16-4806	TRANSFER FROM SEWER FUND	75,000.00	.00	.00	.00	0	.0
09-16-4818	TRF FR PARKS & OPEN SPACE FD	.00	1,125,000.00	.00	.00	0	.0
09-16-4819	TRF FR CAPITAL IMPRVT FUND	.00	600,000.00	625,000.00	1,875,000.00	2,500,000	75.0
	TOTAL TRANSFERS IN	75,000.00	1,725,000.00	625,000.00	1,875,000.00	2,500,000	75.0
	<u>MISCELLANEOUS REVENUE</u>						
09-18-4619	INTEREST & DIVIDEND INCOME	24,979.75	105,179.49	18,319.49	156,396.27	204,965	76.3
	TOTAL MISCELLANEOUS REVENUE	24,979.75	105,179.49	18,319.49	156,396.27	204,965	76.3
	TOTAL FUND REVENUE	1,194,410.59	2,313,469.11	688,283.49	2,533,719.93	5,164,777	49.1
	<u>ADMINISTRATION</u>						
09-40-5410	PLANNING/CONSULTANTS	.00	14,240.00	.00	.00	0	.0
09-40-5500	CAPITAL OUTLAY	.00	.00	.00	.00	25,000	.0
09-40-5511	CAPITAL OUTLAY--BLDGS & IMPVTS	.00	.00	.00	.00	200,000	.0
09-40-5720	CONTINGENCIES	.00	.00	.00	.00	30,000	.0
09-40-8502	CAPITAL OUTLAY--BOARD/CT ROOM	.00	.00	.00	11,715.50	0	.0
	TOTAL ADMINISTRATION	.00	14,240.00	.00	11,715.50	255,000	4.6

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

MUNICIPAL FACILITIES FUND

		YTD ACTUAL 2022-	YTD ACTUAL2024-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCN
<u>STREETS</u>							
09-44-5602	LEASE PURCH PRIN--2021 TRUCK 2	.00	38,287.18	.00	40,689.18	40,690	100.0
09-44-5603	LEASE PURCH INT--2021 TRUCK 2	.00	4,956.00	.00	2,554.00	2,554	100.0
09-44-5604	2021 LEASE PURCH PRIN--TRUCK 1	39,470.18	.00	.00	.00	41,947	.0
09-44-5605	2021 LEASE PURCH INT--TRUCK 1	3,773.00	.00	.00	.00	1,296	.0
	TOTAL STREETS	43,243.18	43,243.18	.00	43,243.18	86,487	50.0
<u>PARKS</u>							
09-45-5491	VEHICLE LEASE EXPENSES	33,736.50	51,007.67	5,877.07	50,809.25	63,602	79.9
	TOTAL PARKS	33,736.50	51,007.67	5,877.07	50,809.25	63,602	79.9
<u>DEPARTMENT 47</u>							
09-47-8517	CAPITAL OUTLAY-PW FACILITY	.00	.00	.00	129,006.00	0	.0
	TOTAL DEPARTMENT 47	.00	.00	.00	129,006.00	0	.0
<u>COMMUNITY ENGAGEMENT</u>							
09-49-5491	VEHICLE LEASE EXPENSES	.00	6,332.38	934.30	8,408.70	12,333	68.2
09-49-5511	CAPITAL OUTLAY--BLDGS & IMPVTS	5,000.00	.00	.00	11,685.50	0	.0
09-49-8516	CAPITAL OUTLAY--BLDGS & IMPVTS	.00	.00	124,495.74	1,118,780.50	0	.0
	TOTAL COMMUNITY ENGAGEMENT	5,000.00	6,332.38	125,430.04	1,138,874.70	12,333	9234.
<u>EXPENDITURES</u>							
09-50-5212	FURNISHINGS	65,560.00	.00	.00	.00	0	.0
09-50-5500	CAPITAL OUTLAY--BOARD/CT ROOM	.00	656,280.49	.00	.00	0	.0
09-50-5505	CAPITAL OUTLAY--OFFICE EQ	18,411.97	3,310.50	.00	.00	0	.0
09-50-5511	CAPITAL OUTLAY--PW FACILITY	3,079,601.15	232,617.15	.00	.00	0	.0
09-50-5512	CAPITAL OUTLAY--TH IMPRVMTS	4,638.73	.00	.00	.00	0	.0
	TOTAL EXPENDITURES	3,168,211.85	892,208.14	.00	.00	0	.0
<u>OTHER CAPITAL OUTLAY</u>							
09-51-5500	CAPITAL OUTLAY	276,392.34	312,138.01	.00	.00	7,675,000	.0
	TOTAL OTHER CAPITAL OUTLAY	276,392.34	312,138.01	.00	.00	7,675,000	.0

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

	MUNICIPAL FACILITIES FUND					
	YTD ACTUAL 2022-	YTD ACTUAL2024-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCN
TOTAL FUND EXPENDITURES	3,526,583.87	1,319,169.38	131,307.11	1,373,648.63	8,092,422	17.0
NET REVENUE OVER EXPENDITURES	2,332,173.28-	994,299.73	556,976.38	1,160,071.30	2,927,645-	39.6

TOWN OF MEAD
BALANCE SHEET
SEPTEMBER 30, 2024

TRANSPORTATION FUND

ASSETS

14-01-0100	COMBINED CASH	7,353,891.12	
	TOTAL ASSETS		7,353,891.12

LIABILITIES AND EQUITY

LIABILITIES

14-02-2005	RETAINAGE PAYABLE	5,000.00	
14-02-2705	DEFERRED REVENUE	1,162,831.09	
	TOTAL LIABILITIES		1,167,831.09

FUND EQUITY

14-02-3001	FUND BALANCE	6,677,018.11	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	(490,958.08)	
	BALANCE - CURRENT DATE	(490,958.08)	
	TOTAL FUND EQUITY		6,186,060.03
	TOTAL LIABILITIES AND EQUITY		7,353,891.12

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

TRANSPORTATION FUND

		YTD ACTUAL2022-	YTD ACTUAL 2023-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCNT
<u>FEES</u>							
14-11-4165	IMPACT FEES	1,753,721.51	515,631.00	62,226.00	532,378.00	1,422,154	37.4
	TOTAL FEES	1,753,721.51	515,631.00	62,226.00	532,378.00	1,422,154	37.4
<u>GRANTS</u>							
14-15-4570	CDOT GRANT--SAFE ROUTES TO SCH	31,955.01	.00	.00	26,693.37	324,000	8.2
14-15-4571	CDOT GRANT--UNDERPASS	.00	.00	.00	.00	2,000,000	.0
14-15-4572	CDOT GRANT--CR 5 BRIDGE	.00	.00	.00	.00	160,000	.0
14-15-4575	CDOT GRANT--CR 34 BRIDGE	.00	.00	.00	58,472.05	60,317	96.9
14-15-4580	FEDERAL GRANT--3RD & WELKER	.00	.00	.00	.00	1,900,000	.0
14-15-4585	ENERGY COLO--EV CHARGING GRANT	.00	.00	.00	12,500.00	12,500	100.0
	TOTAL GRANTS	31,955.01	.00	.00	97,665.42	4,456,817	2.2
<u>TRANSFERS IN</u>							
14-16-4813	TRANSFER FROM STORM DRAINAGE	50,250.00	.00	.00	.00	0	.0
14-16-4820	TRANSFER FROM MURA	937,500.00	375,000.00	.00	.00	0	.0
	TOTAL TRANSFERS IN	987,750.00	375,000.00	.00	.00	0	.0
<u>MISCELLANEOUS REVENUE</u>							
14-18-4581	FEDERAL GRANT--CARAVEO	.00	.00	.00	.00	1,000,000	.0
14-18-4582	FEDERAL GRANT--DOT UNDERPASS	.00	.00	.00	.00	1,360,000	.0
14-18-4619	INTEREST & DIVIDEND INCOME	39,513.76	235,918.61	26,914.95	226,344.28	0	.0
14-18-4620	MISC. INCOME	.00	.00	.00	12,965.00	0	.0
	TOTAL MISCELLANEOUS REVENUE	39,513.76	235,918.61	26,914.95	239,309.28	2,360,000	10.1
<u>OTHER SOURCES</u>							
14-19-4941	P.I.L.O.CONSTRUCTION	.00	46,341.87	.00	.00	400,000	.0
	TOTAL OTHER SOURCES	.00	46,341.87	.00	.00	400,000	.0
	TOTAL FUND REVENUE	2,812,940.28	1,172,891.48	89,140.95	869,352.70	8,638,971	10.1

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

TRANSPORTATION FUND

	YTD ACTUAL 2022-	YTD ACTUAL2024-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCN
<u>EXPENDITURES</u>						
14-40-5405 ENGINEERING FEES	7,726.32	.00	.00	.00	0	.0
14-40-5500 CAPITAL OUTLAY--WELKER/3RD	115,589.70	92,534.18	.00	.00	4,800,000	.0
14-40-5501 CAPITAL OUTLAY--SAFE RTESTOSCH	.00	3,654.00	.00	.00	600,000	.0
14-40-5505 CAPITAL OUTLAY--3RD ST.& TRAIL	130,939.73	.00	.00	.00	0	.0
14-40-5558 CAPITAL OUTLAY--3RD ST. IMPVTS	.00	.00	.00	(2,250.00)	0	.0
14-40-5562 CAPITAL OUTLAY-Y BRIDGE DESIGN	.00	.00	.00	.00	175,000	.0
14-40-5563 CAPITAL OUTLAY-CR 5 BRIDGE	.00	.00	.00	.00	200,000	.0
14-40-5564 CAPITAL OUTLAY--WING WALL	6,835.00	14,187.65	.00	.00	0	.0
14-40-5565 CAPITAL OUTLAY-SH66/CR7 UNDER	.00	220,146.98	.00	.00	4,700,000	.0
14-40-5566 CAPITAL -SH66/CR7 INTERSECTION	.00	3,026.88	.00	.00	200,000	.0
14-40-5567 CAPITAL OUTLAY-NORTH CREEK	.00	714.00	.00	.00	0	.0
14-40-5568 CAPITAL OUTLAY-ALLEY IMPTS	.00	.00	.00	.00	1,250,000	.0
14-40-5569 CAPITAL OUTLAY-INT CR 38 & I	.00	.00	.00	.00	200,000	.0
14-40-5570 CAPITAL OUTLAY-EV CHARGING ST	.00	.00	.00	.00	40,000	.0
14-40-5592 SEGMENT 5 I-25 ENHANCEMENTS	.00	.00	.00	.00	1,000,000	.0
14-40-5600 VEHICLE LEASE--CM	627.31	.00	.00	.00	0	.0
14-40-5720 CONTINGENCIES	.00	617,939.96	.00	.00	600,000	.0
TOTAL EXPENDITURES	261,718.06	952,203.65	.00	(2,250.00)	13,765,000	.0
<u>STREETS</u>						
14-44-8503 CAPITAL OUTLAY--3RD/WELKER INT	.00	.00	6,910.71	955,608.31	0	.0
14-44-8506 CAPITAL OUTLAY--SAFE RTESTOSCH	.00	.00	30,002.43	105,569.85	0	.0
14-44-8533 CAPITAL OUTLAY--Y BRIDGEDESIGN	.00	.00	.00	129,908.22	0	.0
14-44-8536 CAPITAL OUTLAY--SH66/CR7 UNDRP	.00	.00	17,629.50	95,597.00	0	.0
14-44-8537 CAPITAL OUTLAY--SH66/CR7 INT	.00	.00	.00	2,750.00	0	.0
14-44-8538 CAPITAL OUTLAY--N.CRK DESIGN	.00	.00	7,805.50	22,921.00	0	.0
14-44-8540 CAPITAL OUTLAY--INT CR38 & I25	.00	.00	.00	3,846.50	0	.0
14-44-8541 CAPITAL OUTLAY--EV CHARGING ST	.00	.00	30,059.82	46,359.90	0	.0
TOTAL STREETS	.00	.00	92,407.96	1,362,560.78	0	.0
TOTAL FUND EXPENDITURES	261,718.06	952,203.65	92,407.96	1,360,310.78	13,765,000	9.9
NET REVENUE OVER EXPENDITURES	2,551,222.22	220,687.83	(3,267.01)	(490,958.08)	5,126,029-	9.6-

TOWN OF MEAD
BALANCE SHEET
SEPTEMBER 30, 2024

PARKS & OPEN SPACE

ASSETS

18-01-0100	CASH IN COMMON - PARKS & OPEN	570,880.81	
	TOTAL ASSETS		570,880.81

LIABILITIES AND EQUITY

FUND EQUITY

18-02-3001	FUND BALANCE	442,615.51	
18-02-3005	FUND BALANCE - OPEN SPACE	17,690.50	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	110,574.80	
	BALANCE - CURRENT DATE	110,574.80	
	TOTAL FUND EQUITY		570,880.81
	TOTAL LIABILITIES AND EQUITY		570,880.81

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

PARKS & OPEN SPACE

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCNT
<u>FEES</u>							
18-11-4165	IMPACT FEES	247,984.00	242,340.00	27,738.00	237,314.00	493,158	48.1
	TOTAL FEES	247,984.00	242,340.00	27,738.00	237,314.00	493,158	48.1
<u>MISCELLANEOUS REVENUE</u>							
18-18-4527	GOCO GRANT--FISHING IS FUN	89,625.00	.00	.00	.00	0	.0
18-18-4528	GRANTS FOR TRAILS MASTER PLAN	.00	.00	.00	.00	100,000	.0
18-18-4619	INTEREST & DIVIDEND INCOME	11,756.96	48,004.32	2,089.40	19,751.78	27,973	70.6
18-18-4622	DONATIONS/FUNDRAISING	.00	.00	.00	54,000.00	0	.0
	TOTAL MISCELLANEOUS REVENUE	101,381.96	48,004.32	2,089.40	73,751.78	127,973	57.6
	TOTAL FUND REVENUE	349,365.96	290,344.32	29,827.40	311,065.78	621,131	50.1
<u>ADMINISTRATION</u>							
18-40-5347	CONTRIBUTION TO WELD COUNTY	.00	.00	.00	.00	100,000	.0
18-40-5410	PLANNING/CONSULTANTS	.00	.00	.00	.00	325,000	.0
18-40-5500	CAPITAL OUTLAY	453,727.89	.00	.00	.00	0	.0
	TOTAL ADMINISTRATION	453,727.89	.00	.00	.00	425,000	.0
<u>PARKS</u>							
18-45-5500	CAPITAL OUTLAY--LIBERTY RANCH	18,333.00	10,275.18	.00	5,293.42	350,000	1.5
18-45-8507	CAPITAL OUTLAY--GOLD STAR MEM	.00	.00	.00	35,160.94	0	.0
18-45-8511	CAPITAL OUTLAY-RESRF TEN CTS	.00	.00	.00	99,975.00	0	.0
18-45-8513	CAPITAL OUTLAY-ELECTRICITY	.00	.00	12,997.62	12,997.62	0	.0
18-45-8515	CAPITAL OUTLAY--PARKS & EQUIP	.00	.00	.00	15,964.00	0	.0
	TOTAL PARKS	18,333.00	10,275.18	12,997.62	169,390.98	350,000	48.4
<u>COMMUNITY ENGAGEMENT</u>							
18-49-5500	CAPITAL OUTLAY	.00	.00	.00	31,100.00	51,100	60.9
	TOTAL COMMUNITY ENGAGEMENT	.00	.00	.00	31,100.00	51,100	60.9

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

PARKS & OPEN SPACE

	YTD ACTUAL 2022-	YTD ACTUAL2024-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCN
<u>CAPITAL PROJECTS</u>						
18-52-5500 CAPITAL OUTLAY	17,352.73	11,597.50	.00	.00	0	.0
18-52-5501 CAPITAL OUTLAY--GOLD STAR	.00	.00	.00	.00	350,000	.0
18-52-5502 CAPITAL OUTLAY--RESURF TEN CTS	.00	.00	.00	.00	100,000	.0
18-52-5503 CAPITAL OUTLAY--ELECTRICITY	.00	.00	.00	.00	15,000	.0
18-52-5909 TRANSFER TO MUNICIPAL FUND	.00	1,125,000.00	.00	.00	0	.0
TOTAL CAPITAL PROJECTS	17,352.73	1,136,597.50	.00	.00	465,000	.0
TOTAL FUND EXPENDITURES	489,413.62	1,146,872.68	12,997.62	200,490.98	1,291,100	15.5
NET REVENUE OVER EXPENDITURES	140,047.66-	856,528.36-	16,829.78	110,574.80	669,969-	16.5

TOWN OF MEAD
BALANCE SHEET
SEPTEMBER 30, 2024

CAPITAL IMPROVEMENT FUND

ASSETS

19-01-0100	COMBINED CASH	4,650,473.32	
	TOTAL ASSETS		4,650,473.32

LIABILITIES AND EQUITY

FUND EQUITY

19-02-3001	FUND BALANCE	3,988,381.82	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	662,091.50	
	BALANCE - CURRENT DATE	662,091.50	
	TOTAL FUND EQUITY		4,650,473.32
	TOTAL LIABILITIES AND EQUITY		4,650,473.32

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

CAPITAL IMPROVEMENT FUND

		YTD ACTUAL2022-	YTD ACTUAL 2023-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCNT
	<u>TRANSFERS IN</u>						
19-16-4615	TRANSFER IN FROM GENERAL	.00	1,035,338.25	1,144,570.84	2,392,226.84	2,495,312	95.9
	TOTAL TRANSFERS IN	.00	1,035,338.25	1,144,570.84	2,392,226.84	2,495,312	95.9
	<u>MISCELLANEOUS REVENUE</u>						
19-18-4619	INTEREST & DIVIDEND INCOME	5,737.66	50,584.51	17,020.55	144,864.66	46,899	308.9
	TOTAL MISCELLANEOUS REVENUE	5,737.66	50,584.51	17,020.55	144,864.66	46,899	308.9
	TOTAL FUND REVENUE	5,737.66	1,085,922.76	1,161,591.39	2,537,091.50	2,542,211	99.8
	<u>OTHER CAPITAL OUTLAY</u>						
19-46-5909	TRANSFER TO MUNI FACIL FUND	.00	600,000.00	625,000.00	1,875,000.00	2,500,000	75.0
	TOTAL OTHER CAPITAL OUTLAY	.00	600,000.00	625,000.00	1,875,000.00	2,500,000	75.0
	TOTAL FUND EXPENDITURES	.00	600,000.00	625,000.00	1,875,000.00	2,500,000	75.0
	NET REVENUE OVER EXPENDITURES	5,737.66	485,922.76	536,591.39	662,091.50	42,211	1568.

TOWN OF MEAD
BALANCE SHEET
SEPTEMBER 30, 2024

MEAD URBAN RENEWAL AUTHORITY

ASSETS

20-01-0100	COMBINED CASH	4,810,751.19	
20-01-1301	A/R - MURA	210.53	
	TOTAL ASSETS		4,810,961.72

LIABILITIES AND EQUITY

LIABILITIES

20-02-2300	EMPLOYEE PENSION PAYABLE	880.34	
20-02-2310	EMPLOYEE HEALTH INS. PAYABLE	(5.83)	
20-02-2314	401(A) CONTRIBUTIONS PAYABLE	290.41	
20-02-2400	FED. WITHHOLDING TAX PAYABLE	1,075.47	
20-02-2401	SOCIAL SECURITY TAX PAYABLE	764.52	
20-02-2402	MEDICARE TAX PAYABLE	269.90	
20-02-2403	STATE WITHHOLDING TAX PAYABLE	711.09	
20-02-2404	STATE UNEMPLOYMENT TAX PAYABLE	118.32	
	TOTAL LIABILITIES		4,104.22

FUND EQUITY

20-02-3001	FUND BALANCE	3,333,630.48	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	1,473,227.02	
	BALANCE - CURRENT DATE	1,473,227.02	
	TOTAL FUND EQUITY		4,806,857.50
	TOTAL LIABILITIES AND EQUITY		4,810,961.72

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

MEAD URBAN RENEWAL AUTHORITY

		YTD ACTUAL 2022-	YTD ACTUAL 2023-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCNT
<u>TAXES</u>							
20-10-4050	TAX INCREMENT REVENUE (TIF)	2,382,719.83	2,951,518.83	30,503.30	3,728,625.61	3,980,644	93.7
	TOTAL TAXES	2,382,719.83	2,951,518.83	30,503.30	3,728,625.61	3,980,644	93.7
<u>FEES</u>							
20-11-4110	ADMINISTRATIVE FEE	9,297.00	.00	5,059.25	15,177.75	20,237	75.0
	TOTAL FEES	9,297.00	.00	5,059.25	15,177.75	20,237	75.0
<u>MISCELLANEOUS REVENUE</u>							
20-18-4619	INTEREST & DIVIDEND INCOME	28,003.24	114,398.94	17,607.16	157,537.49	229,413	68.7
	TOTAL MISCELLANEOUS REVENUE	28,003.24	114,398.94	17,607.16	157,537.49	229,413	68.7
	TOTAL FUND REVENUE	2,420,020.07	3,065,917.77	53,169.71	3,901,340.85	4,230,294	92.2
<u>ADMINISTRATION</u>							
20-40-5001	SALARIES & WAGES	127,934.20	160,453.60	17,539.14	170,865.32	241,344	70.8
20-40-5055	OVERTIME	.89	276.58	102.42	166.44	0	.0
20-40-5060	PAYROLL TAXES	9,854.38	11,730.29	1,041.63	12,247.96	18,463	66.3
20-40-5065	WORKERS COMP	1,099.12	2,235.22	170.84	2,156.72	1,857	116.1
20-40-5066	HEALTH INSURANCE	16,082.90	16,959.19	2,257.53	18,412.98	23,248	79.2
20-40-5067	DEFERRED COMP/RETIREMENT	8,776.31	10,088.35	1,083.36	10,139.51	14,574	69.6
20-40-5068	MEDICAL SAVINGS	403.38	478.74	53.14	478.86	672	71.3
20-40-5100	TIF REVENUE SHARING	1,347,757.32	1,707,258.34	21,108.60	2,134,034.94	2,284,837	93.4
20-40-5300	TELEPHONE	297.21	400.50	52.50	388.00	600	64.7
20-40-5320	GENERAL LIABILITY INSURANCE	1,963.88	2,308.39	913.14	3,940.19	4,303	91.6
20-40-5340	PUBLISHED NOTICES	.00	.00	.00	.00	100	.0
20-40-5400	LEGAL FEES	4,520.53	13,900.55	369.00	5,428.41	40,000	13.6
20-40-5401	CONSULTING FEES	6,578.44	10,486.48	1,485.74	9,861.15	15,229	64.8
20-40-5415	AUDIT FEES	2,198.50	2,655.00	.00	2,100.00	2,659	79.0
20-40-5425	COUNTY TREASURER'S FEE	35,749.81	44,763.33	457.53	50,206.96	59,710	84.1
20-40-5427	TIF ADVANCE	.00	382,987.10	.00	5,686.39	1,100,000	.5
20-40-5460	ADMINISTRATIVE OVERHEAD	.00	.00	.00	.00	8,912	.0
20-40-5500	CAPITAL OUTLAY	27,232.71	.00	.00	.00	100,000	.0
20-40-5700	MISC. EXPENSE	839.06	121.10	.00	.00	1,000	.0
20-40-5705	MILEAGE	1,017.86	2,250.00	250.00	2,000.00	3,000	66.7
20-40-5914	TRANSFER TO TRANSPORTATION FD	937,500.00	375,000.00	.00	.00	0	.0
20-40-5999	OTHER PROJECTS	.00	.00	.00	.00	1,000,000	.0
	TOTAL ADMINISTRATION	2,529,806.50	2,744,352.76	46,884.57	2,428,113.83	4,920,508	49.4

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

MEAD URBAN RENEWAL AUTHORITY

	<u>YTD ACTUAL 2022-</u>	<u>YTD ACTUAL2024-</u>	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>PCN</u>
TOTAL FUND EXPENDITURES	<u>2,529,806.50</u>	<u>2,744,352.76</u>	<u>46,884.57</u>	<u>2,428,113.83</u>	<u>4,920,508</u>	<u>49.4</u>
NET REVENUE OVER EXPENDITURES	<u>109,786.43-</u>	<u>321,565.01</u>	<u>6,285.14</u>	<u>1,473,227.02</u>	<u>690,214-</u>	<u>213.4</u>

TOWN OF MEAD
BALANCE SHEET
SEPTEMBER 30, 2024

ELEVATION 25 GEN'L IMPVT DIST.

<u>ASSETS</u>			
30-01-0100	COMBINED CASH	10,351.05	
	TOTAL ASSETS		10,351.05
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	10,351.05	
	BALANCE - CURRENT DATE	10,351.05	
	TOTAL FUND EQUITY		10,351.05
	TOTAL LIABILITIES AND EQUITY		10,351.05

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2024

ELEVATION 25 GEN'L IMPVT DIST.

		YTD ACTUAL2022-	YTD ACTUAL 2023-	PERIOD ACTUAL	YTD ACTUAL	BUDGET	PCNT
	<u>TAXES</u>						
30-10-4050	PROPERTY TAX	.00	.00	35.14	10,504.94	10,253	102.5
	TOTAL TAXES	.00	.00	35.14	10,504.94	10,253	102.5
	<u>MISCELLANEOUS</u>						
30-18-4619	INTEREST & DIVIDEND INCOME	.00	.00	.00	.00	231	.0
	TOTAL MISCELLANEOUS	.00	.00	.00	.00	231	.0
	TOTAL FUND REVENUE	.00	.00	35.14	10,504.94	10,484	100.2
	<u>ADMINISTRATION</u>						
30-40-5425	COUNTY TREASURER'S FEE	.00	.00	.00	153.89	30	513.0
30-40-5460	ADMINISTRATIVE OVERHEAD	.00	.00	.00	.00	4,101	.0
	TOTAL ADMINISTRATION	.00	.00	.00	153.89	4,131	3.7
	<u>STREETS</u>						
30-44-5215	REPAIRS & MAINTENANCE	.00	.00	.00	.00	6,037	.0
	TOTAL STREETS	.00	.00	.00	.00	6,037	.0
	TOTAL FUND EXPENDITURES	.00	.00	.00	153.89	10,168	1.5
	NET REVENUE OVER EXPENDITURES	.00	.00	35.14	10,351.05	316	3275.

Report Criteria:

Report type: GL detail

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
10/24	10/28/2024	38963	A-1 Natural Arbor Care	1342	01-42-5215	Fallen Tree Removal PD	2,000.00
10/24	10/28/2024	38963	A-1 Natural Arbor Care	1348	01-45-5371	Tree Removal Highland Lake	7,500.00
Total 38963:							9,500.00
10/24	10/28/2024	38964	AGFINITY	Q30150	01-49-5261	Ice	10.55
Total 38964:							10.55
10/24	10/28/2024	38965	Alerus	105367	01-40-5068	FSA Administration	205.00
Total 38965:							205.00
10/24	10/28/2024	38966	All Copy Products, Inc.	AR4480201	01-47-5315	Copies - July	59.91
10/24	10/28/2024	38966	All Copy Products, Inc.	AR4545989	01-42-5315	Copier	104.95
10/24	10/28/2024	38966	All Copy Products, Inc.	AR4545990	01-40-5315	Copier	96.72
10/24	10/28/2024	38966	All Copy Products, Inc.	AR4551069	01-40-5315	Copier	175.77
10/24	10/28/2024	38966	All Copy Products, Inc.	AR4553407	01-47-5315	Copies - September	56.20
Total 38966:							493.55
10/24	10/28/2024	38967	Amazon Capital Services Inc	13KW-34T9-	01-49-5349	Employee event	58.20
10/24	10/28/2024	38967	Amazon Capital Services Inc	1H1F-1HNP-	01-40-5210	Supplies - First Aid Kits	219.26
10/24	10/28/2024	38967	Amazon Capital Services Inc	1N99-FY4L-	01-42-5200	Supplies	7.98
10/24	10/28/2024	38967	Amazon Capital Services Inc	1PTD-Q9D3-	01-42-5210	Supplies	12.25
10/24	10/28/2024	38967	Amazon Capital Services Inc	1QLR-TJCW-	01-47-5200	Office Supplies	53.96
10/24	10/28/2024	38967	Amazon Capital Services Inc	1WH3-M4KJ-	01-42-5216	R&M - Battery Disconnect Switch	21.99
Total 38967:							373.64
10/24	10/28/2024	38968	Ausmus Law Firm PC	9054	01-48-5455	Municipal Prosecutor - Oct	1,000.00
Total 38968:							1,000.00
10/24	10/28/2024	38969	BERTHOUD ACE HARDWARE	119580/1	01-47-5210	Shop Supplies	42.96
Total 38969:							42.96
10/24	10/28/2024	38970	Brakes Plus LLC	1421231938	01-42-5216	R&"M - VIN273185	85.30
10/24	10/28/2024	38970	Brakes Plus LLC	1421236295	01-42-5216	R&M - VIN67976	108.82
10/24	10/28/2024	38970	Brakes Plus LLC	1421238447	01-42-5216	R&M VIN09684	677.35
Total 38970:							871.47
10/24	10/28/2024	38971	Carmen Pedrego	SEPT 19 - T	01-48-5235	Court Interpreter - Sept	171.00
Total 38971:							171.00
10/24	10/28/2024	38972	CIRSA	242074	01-42-5320	Unit 13- BS Deductible	500.00
Total 38972:							500.00
10/24	10/28/2024	38973	Club Car Wash Operating LLC	INV7874	01-40-5216	Car Wash	10.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
10/24	10/28/2024	38973	Club Car Wash Operating LLC	INV7874	01-42-5216	Car Wash	140.00
10/24	10/28/2024	38973	Club Car Wash Operating LLC	INV7874	01-43-5216	Car Wash	10.00
10/24	10/28/2024	38973	Club Car Wash Operating LLC	INV7874	01-47-5216	Car Wash	10.00
10/24	10/28/2024	38973	Club Car Wash Operating LLC	INV7874	01-49-5216	Car Wash	10.00
Total 38973:							180.00
10/24	10/28/2024	38974	DEAN KORECKY, JR.	063024 - KO	01-47-5203	Uniform - DK reimbursement	318.75
Total 38974:							318.75
10/24	10/28/2024	38975	Denali Water Solutions LLC	INV865816	06-47-5231	Sludge Disposal	910.00
10/24	10/28/2024	38975	Denali Water Solutions LLC	INV917527	06-47-5231	Sludge Disposal	910.00
10/24	10/28/2024	38975	Denali Water Solutions LLC	INV925572	06-47-5231	Sludge Disposal	910.00
Total 38975:							2,730.00
10/24	10/28/2024	38976	Erika Pflipsen	09/30/24 - PF	01-47-5200	employee reimb - office supplies (creame	29.95
Total 38976:							29.95
10/24	10/28/2024	38977	Fit For You Mead	1078	01-49-5265	Facility Use Fee - Sr Exercise	232.00
Total 38977:							232.00
10/24	10/28/2024	38978	Fox Tuttle Transportation Group	19021-67B	01-02-2615	Red Barn (298)	1,100.00
Total 38978:							1,100.00
10/24	10/28/2024	38979	Garretson's Sports Center	16967	01-47-5203	Embroidery - EP	40.00
10/24	10/28/2024	38979	Garretson's Sports Center	16967	04-44-5203	Embroidery - TP	50.00
10/24	10/28/2024	38979	Garretson's Sports Center	16967	04-44-5203	Embroidery - JS	50.00
10/24	10/28/2024	38979	Garretson's Sports Center	16967	04-44-5203	Embroidery - JMc	30.00
Total 38979:							170.00
10/24	10/28/2024	38980	Girls on the Run of the Rockies	F24-020	01-49-5260	GOTR Program	2,000.00
Total 38980:							2,000.00
10/24	10/28/2024	38981	GMCO CORPORATION	24-4687	04-44-5361	Dust Control	2,337.00
Total 38981:							2,337.00
10/24	10/28/2024	38982	GREELEY LOCK AND KEY	0000033324	01-47-5331	Subscription	2,876.80
Total 38982:							2,876.80
10/24	10/28/2024	38983	HIGH PLAINS LIBRARY DIST.	2023 REFUN	20-40-5100	2023 TIF Refund	1,960.42
Total 38983:							1,960.42
10/24	10/28/2024	38984	Imprints Fort Collins	E34013	01-40-5203	Uniforms	257.00
Total 38984:							257.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
10/24	10/28/2024	38985	JVA INCORPORATED	19274	01-02-2615	Grand Meadows (341)	2,854.00
10/24	10/28/2024	38985	JVA INCORPORATED	19275	01-02-2615	AMK Property Dev (326)	90.00
10/24	10/28/2024	38985	JVA INCORPORATED	19276	01-47-5405	Design Standards & Specs - Sept	919.80
10/24	10/28/2024	38985	JVA INCORPORATED	19277	01-02-2615	Gopher Gulch (239)	180.00
10/24	10/28/2024	38985	JVA INCORPORATED	19300	01-02-2615	CR 9.5 CD Postle	2,764.00
10/24	10/28/2024	38985	JVA INCORPORATED	19301	01-02-2615	O'Reilly Auto Parts Dev (343)	90.00
Total 38985:							6,897.80
10/24	10/28/2024	38986	Kaitlyn Newbanks	10/01/24 - K	01-49-5700	EE Reimbursement - Meals - NRPA in Atl	176.00
10/24	10/28/2024	38986	Kaitlyn Newbanks	10/01/24 - K	01-49-5700	EE Reimbursement - Mileage - DIA and	107.47
10/24	10/28/2024	38986	Kaitlyn Newbanks	10/01/24 - K	01-49-5700	EE Reimbursement - Transportation to/fr	56.89
Total 38986:							340.36
10/24	10/28/2024	38987	Kimball Midwest	102693821	01-47-5210	Shop Supplies	167.54
Total 38987:							167.54
10/24	10/28/2024	38988	KS State Bank - Government Fina	58333-12-20	09-44-5604	2022 HV50 SFA International Truck	41,947.00
10/24	10/28/2024	38988	KS State Bank - Government Fina	58333-12-20	09-44-5605	2022 HV50 SFA International Truck	1,296.18
Total 38988:							43,243.18
10/24	10/28/2024	38989	Language Line Services Inc	11419968	01-41-5230	Ballot Translation	259.40
Total 38989:							259.40
10/24	10/28/2024	38990	MAC EQUIPMENT INC	488170	01-45-5216	Parks R&M	97.50
10/24	10/28/2024	38990	MAC EQUIPMENT INC	491560	01-45-5500	Parks Fleet - Edger	4,374.60
Total 38990:							4,472.10
10/24	10/28/2024	38991	MAIN STREET MAT COMPANY	243644	01-40-5210	Mat svcs	69.36
10/24	10/28/2024	38991	MAIN STREET MAT COMPANY	243645	01-42-5210	Mat svcs	67.33
10/24	10/28/2024	38991	MAIN STREET MAT COMPANY	243651	01-47-5210	Mat svcs	103.03
Total 38991:							239.72
10/24	10/28/2024	38992	Mead Victory Investments, LLC	102124 - HA	01-41-5347	Facade Grant - 333 Main	5,000.00
10/24	10/28/2024	38992	Mead Victory Investments, LLC	102124 - HA	01-41-5347	Facade Grant - 333 Main	5,000.00- V
10/24	10/28/2024	38992	Mead Victory Investments, LLC	102124 - HA	01-41-5347	Facade Grant - 33X Main	5,000.00
10/24	10/28/2024	38992	Mead Victory Investments, LLC	102124 - HA	01-41-5347	Facade Grant - 33X Main	5,000.00- V
10/24	10/28/2024	38992	Mead Victory Investments, LLC	102124 - HA	01-41-5347	Facade Grant - 339 Main	5,000.00
10/24	10/28/2024	38992	Mead Victory Investments, LLC	102124 - HA	01-41-5347	Facade Grant - 339 Main	5,000.00- V
10/24	10/28/2024	38992	Mead Victory Investments, LLC	102124 - HA	04-11-4102	ROW Permit Refund per Agt	2,637.15
10/24	10/28/2024	38992	Mead Victory Investments, LLC	102124 - HA	04-11-4102	ROW Permit Refund per Agt	2,637.15- V
Total 38992:							.00
10/24	10/28/2024	38993	Michow Guckenberger McAskin L	Mead.Sep20	01-40-5400	Litigation (Schell Property)	6,032.50
10/24	10/28/2024	38993	Michow Guckenberger McAskin L	Mead.Sep20	01-02-2615	Special Proj - WCR 9.5	5,820.00
10/24	10/28/2024	38993	Michow Guckenberger McAskin L	Mead.Sep20	01-02-2615	Tract B - Liberty Ranch (MVFPD/HPDL) (	4,072.00
10/24	10/28/2024	38993	Michow Guckenberger McAskin L	Mead.Sep20	01-02-2615	Sugar Beet Solar (323)	1,106.00
10/24	10/28/2024	38993	Michow Guckenberger McAskin L	Mead.Sep20	01-02-2615	Gopher Gulch (239)	961.00
10/24	10/28/2024	38993	Michow Guckenberger McAskin L	Mead.Sep20	01-02-2615	Red Barn (298)	2,965.00

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
10/24	10/28/2024	38993	Michow Guckenberger McAskin L	Mead.Sep20	01-02-2615	Postle (347)	1,044.00
10/24	10/28/2024	38993	Michow Guckenberger McAskin L	Mead.Sep20	01-02-2615	AMK Annexation (326)	1,218.00
10/24	10/28/2024	38993	Michow Guckenberger McAskin L	Mead.Sep20	01-02-2615	Iglesia (272)	754.00
10/24	10/28/2024	38993	Michow Guckenberger McAskin L	Mead.Sep20	01-02-2615	Grand Meadow (341)	2,233.00
10/24	10/28/2024	38993	Michow Guckenberger McAskin L	Mead.Sep20	01-02-2615	Elevation 25 (296)	87.00
10/24	10/28/2024	38993	Michow Guckenberger McAskin L	Mead.Sep20	01-02-2615	O'Reilly (343)	87.00
10/24	10/28/2024	38993	Michow Guckenberger McAskin L	Mead.Sep20	01-02-2615	Access 25 South (347)	1,102.00
10/24	10/28/2024	38993	Michow Guckenberger McAskin L	Mead.Sep20	01-40-5400	PD/TH items	5,812.50
10/24	10/28/2024	38993	Michow Guckenberger McAskin L	Mead.Sep20	01-40-5400	Mileage/Cert Mail Reimbursement	66.33
10/24	10/28/2024	38993	Michow Guckenberger McAskin L	Mead.Sep20	06-40-5400	Mileage/Cert Mail Reimbursement	66.33
10/24	10/28/2024	38993	Michow Guckenberger McAskin L	September 2	01-40-5400	Legal Services - Sept	17,575.00
10/24	10/28/2024	38993	Michow Guckenberger McAskin L	September 2	06-40-5400	Legal Services - Sept	925.00
Total 38993:							51,926.66
10/24	10/28/2024	38994	Mile High Shooting Accessories L	#INV51354	01-42-5330	45 Auto+P x10	398.50
Total 38994:							398.50
10/24	10/28/2024	38995	MJT Communications	14187	01-43-5201	Monitor - CM	465.90
Total 38995:							465.90
10/24	10/28/2024	38996	MVFPD	2023 REFUN	20-40-5100	2023 TIF Refund	4,982.95
Total 38996:							4,982.95
10/24	10/28/2024	38997	NEXTRUST INC.	388168	06-40-5205	Sewer Bills	436.54
10/24	10/28/2024	38997	NEXTRUST INC.	388168	06-40-5410	Sewer Bills	203.57
Total 38997:							640.11
10/24	10/28/2024	38998	Void Check				V
Total 38998:							.00
10/24	10/28/2024	38999	Void Check				V
Total 38999:							.00
10/24	10/28/2024	39000	Void Check				V
Total 39000:							.00
10/24	10/28/2024	39001	Void Check				V
Total 39001:							.00
10/24	10/28/2024	39002	Void Check				V
Total 39002:							.00
10/24	10/28/2024	39003	RAMEY ENVIRONMENTAL COM	28405	06-47-5390	Wastewater svcs -	501.01
10/24	10/28/2024	39003	RAMEY ENVIRONMENTAL COM	28405	06-47-5391	Lab Services	350.40

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 39003:							851.41
10/24	10/28/2024	39004	Safebuilt	743541	01-43-5460	Plan Review/ Permit Inspection	21,022.01
Total 39004:							21,022.01
10/24	10/28/2024	39005	Schaeffer MFG CO	DPS1010-IN	04-44-5216	R&M - lubricant drum/case	1,522.97
Total 39005:							1,522.97
10/24	10/28/2024	39006	ST. VRAIN & LEFT HAND WATE	2023 REFUN	20-40-5100	2023 TIF Refund	862.44
Total 39006:							862.44
10/24	10/28/2024	39007	ST. VRAIN VALLEY SCHOOL DIS	2023 REFUN	20-40-5100	2023 TIF Refund	18,196.85
Total 39007:							18,196.85
10/24	10/28/2024	39008	Sunbelt Rentals Inc	159350459-0	01-49-5261	Community Day - light towers/spider box	2,053.30
Total 39008:							2,053.30
10/24	10/28/2024	39009	The Sherwin-Williams Co Inc	1611-0	01-47-5210	Locate Paint	813.96
Total 39009:							813.96
10/24	10/28/2024	39010	TOWN OF MEAD	2023 REFUN	20-40-5100	2023 TIF Refund	3,533.79
Total 39010:							3,533.79
10/24	10/28/2024	39011	University Auto Parts, Inc	093024	04-44-5216	SVC	3.22
10/24	10/28/2024	39011	University Auto Parts, Inc	83124	04-44-5216	SVC	1.35
Total 39011:							4.57
10/24	10/28/2024	39012	WCC Enterprises, Inc	120720243	01-49-5262	Christmas in the Park	1,125.00
Total 39012:							1,125.00
10/24	10/28/2024	39013	WELD COUNTY PUBLIC SAFET	MEADPD-20	01-42-5201	Annl Maint/Support 11/24-11/25	4,469.39
10/24	10/28/2024	39013	WELD COUNTY PUBLIC SAFET	MEADPD-Q3	01-42-5201	Tokens replacement - BS; AS; GB	192.36
Total 39013:							4,661.75
10/24	10/28/2024	39014	WELD COUNTY TREASURER	2023 REFUN	20-40-5100	2023 TIF Refund	3,687.75
Total 39014:							3,687.75
10/24	10/28/2024	39015	Western Disposal Inc	124466 10/0	01-49-5262	Acct 124466 - Comm Day Event	875.00
Total 39015:							875.00
10/24	10/28/2024	39016	World Class Auto Body	14961816	01-42-5216	R&M - VIN17004 (PC6024295-1)	1,102.41

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 39016:							1,102.41
10/24	10/28/2024	39017	NORTHERN COLO WATER CON	2023 REFUN	20-40-5100	2023 TIF Refund	613.40
Total 39017:							613.40
10/24	10/28/2024	39018	OCCUPATIONAL HEALTH CENT	17757096	01-42-5075	Screening - MS	900.00
Total 39018:							900.00
10/24	10/28/2024	39019	Paulette Dolin	040	01-49-5265	Sr. Exercise - 9/23,25,30; 10/2,7,9,14,16	480.00
Total 39019:							480.00
10/24	10/28/2024	39020	PINNACOL ASSURANCE	21856797	01-42-5065	WC Ded - DS	196.13
10/24	10/28/2024	39020	PINNACOL ASSURANCE	21856797	01-47-5065	WC Ded - GR	225.61
Total 39020:							421.74
10/24	10/28/2024	39021	Prairie Mountian Media	0000399068	01-41-5340	Published Notices	137.20
Total 39021:							137.20
10/24	10/28/2024	39022	Mead Victory Investments, LLC	102124 - HA	01-41-5347	Facade Grant - 333 Main	5,000.00
10/24	10/28/2024	39022	Mead Victory Investments, LLC	102124 - HA	01-41-5347	Facade Grant - 33X Main	5,000.00
10/24	10/28/2024	39022	Mead Victory Investments, LLC	102124 - HA	01-41-5347	Facade Grant - 339 Main	5,000.00
10/24	10/28/2024	39022	Mead Victory Investments, LLC	102124 - HA	04-11-4102	ROW Permit Refund per Agt	2,637.15
Total 39022:							17,637.15
10/24	10/18/2024	101824100	CENTURY LINK	4018 - 10/01/	01-40-5300	Elevator Line - 4018	88.21
Total 101824100:							88.21
10/24	10/18/2024	101824101	JOHN DEERE FINANCIAL	27406 10/1/2	04-44-5203	Uniform - TMc	394.94
10/24	10/18/2024	101824101	JOHN DEERE FINANCIAL	27406 10/1/2	04-44-5203	Uniform - JS	644.87
10/24	10/18/2024	101824101	JOHN DEERE FINANCIAL	27406 10/1/2	04-44-5203	Uniform - TP	909.85
10/24	10/18/2024	101824101	JOHN DEERE FINANCIAL	27406 10/1/2	04-44-5203	Uniform - JMc	589.93
10/24	10/18/2024	101824101	JOHN DEERE FINANCIAL	27406 10/1/2	04-44-5203	Uniform - TMc	154.95
Total 101824101:							2,694.54
10/24	10/18/2024	101824102	John Deere Financial	2959092	04-44-5491	Grader Lease	5,871.01
Total 101824102:							5,871.01
10/24	10/18/2024	101824103	SAMSCLUB	4230 10/01/2	01-49-5349	Lunch N Learn	41.36
10/24	10/18/2024	101824103	SAMSCLUB	4230 10/01/2	01-47-5200	Office Supplies	50.66
10/24	10/18/2024	101824103	SAMSCLUB	4230 10/01/2	01-47-5200	Office Supplies	22.96
10/24	10/18/2024	101824103	SAMSCLUB	4230 10/01/2	01-47-5200	Office Supplies	289.35
10/24	10/18/2024	101824103	SAMSCLUB	4230 10/01/2	01-49-5262	Event Candy	156.84
10/24	10/18/2024	101824103	SAMSCLUB	4230 10/01/2	01-42-5200	Supplies	122.96
10/24	10/18/2024	101824103	SAMSCLUB	4230 10/01/2	01-40-5200	Supplies	135.56
10/24	10/18/2024	101824103	SAMSCLUB	4230 10/01/2	01-41-5700	Supplies	22.74

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 101824103:							842.43
10/24	10/18/2024	101824104	UNITED POWER	12650701 10	01-45-5305	Booster Pump Founders 9/2024	20.00
10/24	10/18/2024	101824104	UNITED POWER	12952800 10	01-45-5305	Mead Ponds 9/2024	20.00
10/24	10/18/2024	101824104	UNITED POWER	14305100 10	06-47-5305	WWTP 9/2024	4,526.20
10/24	10/18/2024	101824104	UNITED POWER	16836300 10	01-45-5305	Park Sprinkler Liberty 9/2024	24.94
10/24	10/18/2024	101824104	UNITED POWER	16909300 10	01-45-5305	Feather Ridge 9/2024	20.17
10/24	10/18/2024	101824104	UNITED POWER	17159100 10	01-45-5305	Sprinkler Clock Dtn 9/2024	20.06
10/24	10/18/2024	101824104	UNITED POWER	17618300 10	01-40-5305	Town Hall 9/2024	675.66
10/24	10/18/2024	101824104	UNITED POWER	17770000 10	01-45-5305	Gazebo 9/2024	24.01
10/24	10/18/2024	101824104	UNITED POWER	18949400 10	01-42-5305	535 4th PD 9/2024	370.10
10/24	10/18/2024	101824104	UNITED POWER	21881700 10	01-47-5305	1341 CR 349/2024	490.94
10/24	10/18/2024	101824104	UNITED POWER	22092202 10	06-47-5306	4133 CR 34 - Raterink 9/2024	52.51
10/24	10/18/2024	101824104	UNITED POWER	24240200 -1	01-47-6134	EV Station 9/2024	180.39
10/24	10/18/2024	101824104	UNITED POWER	24257400 -1	01-45-5305	1501 CR 34 - Mead Ponds 9/2024	32.74
10/24	10/18/2024	101824104	UNITED POWER	6753101 10/	01-45-5305	Irrig Sprinkler N Creek 9/2024	20.00
10/24	10/18/2024	101824104	UNITED POWER	7490500 10/	06-47-5305	Pump Lake Thomas 9/2024	48.88
10/24	10/18/2024	101824104	UNITED POWER	83701 10/3/2	01-42-5305	Shop 9/2024	124.92
10/24	10/18/2024	101824104	UNITED POWER	96302 10/3/2	06-47-5305	WWTP Lagoon 9/2024	37.76
Total 101824104:							6,689.28
10/24	10/21/2024	102124100	Enterprise FM Trust	FBN5160380	08-42-5491	608136 21 Ford Police - 23TPHZ	1,004.95
10/24	10/21/2024	102124100	Enterprise FM Trust	FBN5160380	09-45-5491	608136 21 Ford Ranger - 23VQXP	627.31
10/24	10/21/2024	102124100	Enterprise FM Trust	FBN5160380	09-45-5491	608136 22 Ford F-250 - 23WMJ2	855.83
10/24	10/21/2024	102124100	Enterprise FM Trust	FBN5160380	09-45-5491	608136 22 Ford F-350 - 23WQX4	1,201.11
10/24	10/21/2024	102124100	Enterprise FM Trust	FBN5160380	09-45-5491	608136 22 Ford F-250 - 23WQX9	899.60
10/24	10/21/2024	102124100	Enterprise FM Trust	FBN5160380	04-44-5491	608136 22 Ford Ranger - 25G6J7	679.32
10/24	10/21/2024	102124100	Enterprise FM Trust	FBN5160380	08-42-5491	608136 22 Ford Utility Interceptor - 25H	1,261.87
10/24	10/21/2024	102124100	Enterprise FM Trust	FBN5160380	08-42-5491	608136 22 Ford Utility Interceptor - 25HL	1,325.91
10/24	10/21/2024	102124100	Enterprise FM Trust	FBN5160380	01-43-5491	608136 22 Ford F-150 - 25HL9T	1,198.83
10/24	10/21/2024	102124100	Enterprise FM Trust	FBN5160380	09-45-5491	608136 22 Ford Escape - 25S5SM	648.09
10/24	10/21/2024	102124100	Enterprise FM Trust	FBN5160380	09-45-5491	608136 21 Ford Ranger - 26G3JG	743.56
10/24	10/21/2024	102124100	Enterprise FM Trust	FBN5160380	08-42-5491	608136 22 Ford Utility Interceptor - 26G	758.36
10/24	10/21/2024	102124100	Enterprise FM Trust	FBN5160380	09-49-5491	608136 23 Chev Silverado - 26MD7X	934.30
10/24	10/21/2024	102124100	Enterprise FM Trust	FBN5160380	01-42-5491	608136 23 Toyota Highlander - 26N9DS	1,279.43
10/24	10/21/2024	102124100	Enterprise FM Trust	FBN5160380	08-42-5491	60813623 Ford Interceptor277KHZ	1,034.29
10/24	10/21/2024	102124100	Enterprise FM Trust	FBN5160380	08-42-5491	60813623 Ford Interceptor277KPK	1,308.71
10/24	10/21/2024	102124100	Enterprise FM Trust	FBN5160380	08-42-5491	60813623 Ford Interceptor277KQJ	1,034.29
10/24	10/21/2024	102124100	Enterprise FM Trust	FBN5160380	01-47-5491	60813623 Chevy Silverado27PB84	1,026.44
10/24	10/21/2024	102124100	Enterprise FM Trust	FBN5160380	09-45-5491	60813624 Nissan Frontier27QCF6	901.57
Total 102124100:							18,723.77
10/24	10/24/2024	102424100	Loveland Pulse	303-007777	01-47-5305	Internet - Sept	269.90
Total 102424100:							269.90
10/24	10/24/2024	102424101	XCEL ENERGY	899303721	01-47-5305	1341 CR 34	92.17
10/24	10/24/2024	102424101	XCEL ENERGY	899322040	01-40-5305	TH	52.96
10/24	10/24/2024	102424101	XCEL ENERGY	899342116	01-42-5305	201 Welker - Acct # 53-0013609291-7	18.47
Total 102424101:							163.60
10/24	10/28/2024	102824100	All Copy Products Inc	540221504	01-40-5315	Copier Lease	126.42

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GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
10/24	10/28/2024	102824100	All Copy Products Inc	540221504	01-42-5315	Copier Lease	93.52
Total 102824100:							219.94
10/24	10/28/2024	102824101	UNITED POWER	61303 10/17/	01-45-5305	Rd 5 Area Light	11.90
10/24	10/28/2024	102824101	UNITED POWER	88601 10/17/	04-44-5305	Street Lights	3,226.57
10/24	10/28/2024	102824101	UNITED POWER	92015 10/17/	01-42-5305	201 Welker	44.46
Total 102824101:							3,282.93
10/24	10/28/2024	102824102	VERIZON WIRELESS	9975730293	01-40-5300	Wireless bill	40.01
10/24	10/28/2024	102824102	VERIZON WIRELESS	9975730293	01-41-5210	Wireless bill	51.50
10/24	10/28/2024	102824102	VERIZON WIRELESS	9975730293	01-43-5300	Wireless bill	111.58
10/24	10/28/2024	102824102	VERIZON WIRELESS	9975730293	01-47-5300	Wireless bill	160.04
10/24	10/28/2024	102824102	VERIZON WIRELESS	9975730293	01-49-5300	Wireless bill	40.01
10/24	10/28/2024	102824102	VERIZON WIRELESS	9975730293	04-44-5300	Wireless bill	67.46
10/24	10/28/2024	102824102	VERIZON WIRELESS	9975730293	06-40-5300	Wireless bill	40.01
10/24	10/28/2024	102824102	VERIZON WIRELESS	9975730294	01-42-5300	Wireless bill	1,362.35
Total 102824102:							1,872.96
Grand Totals:							262,615.58

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-02-2000	15,000.00	156,906.25-	141,906.25-
01-02-2615	28,527.00	.00	28,527.00
01-40-5068	205.00	.00	205.00
01-40-5200	135.56	.00	135.56
01-40-5203	257.00	.00	257.00
01-40-5210	288.62	.00	288.62
01-40-5216	10.00	.00	10.00
01-40-5300	128.22	.00	128.22
01-40-5305	728.62	.00	728.62
01-40-5315	398.91	.00	398.91
01-40-5400	29,486.33	.00	29,486.33
01-41-5210	51.50	.00	51.50
01-41-5230	259.40	.00	259.40
01-41-5340	137.20	.00	137.20
01-41-5347	30,000.00	15,000.00-	15,000.00
01-41-5700	22.74	.00	22.74
01-42-5065	196.13	.00	196.13
01-42-5075	900.00	.00	900.00
01-42-5200	130.94	.00	130.94
01-42-5201	4,661.75	.00	4,661.75
01-42-5210	79.58	.00	79.58
01-42-5215	2,000.00	.00	2,000.00
01-42-5216	2,135.87	.00	2,135.87
01-42-5300	1,362.35	.00	1,362.35
01-42-5305	557.95	.00	557.95
01-42-5315	198.47	.00	198.47
01-42-5320	500.00	.00	500.00

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
01-42-5330	398.50	.00	398.50
01-42-5491	1,279.43	.00	1,279.43
01-43-5201	465.90	.00	465.90
01-43-5216	10.00	.00	10.00
01-43-5300	111.58	.00	111.58
01-43-5460	21,022.01	.00	21,022.01
01-43-5491	1,198.83	.00	1,198.83
01-45-5216	97.50	.00	97.50
01-45-5305	193.82	.00	193.82
01-45-5371	7,500.00	.00	7,500.00
01-45-5500	4,374.60	.00	4,374.60
01-47-5065	225.61	.00	225.61
01-47-5200	446.88	.00	446.88
01-47-5203	358.75	.00	358.75
01-47-5210	1,127.49	.00	1,127.49
01-47-5216	10.00	.00	10.00
01-47-5300	160.04	.00	160.04
01-47-5305	853.01	.00	853.01
01-47-5315	116.11	.00	116.11
01-47-5331	2,876.80	.00	2,876.80
01-47-5405	919.80	.00	919.80
01-47-5491	1,026.44	.00	1,026.44
01-47-6134	180.39	.00	180.39
01-48-5235	171.00	.00	171.00
01-48-5455	1,000.00	.00	1,000.00
01-49-5216	10.00	.00	10.00
01-49-5260	2,000.00	.00	2,000.00
01-49-5261	2,063.85	.00	2,063.85
01-49-5262	2,156.84	.00	2,156.84
01-49-5265	712.00	.00	712.00
01-49-5300	40.01	.00	40.01
01-49-5349	99.56	.00	99.56
01-49-5700	340.36	.00	340.36
04-02-2000	2,639.90	21,810.49-	19,170.59-
04-11-4102	5,274.30	2,637.15-	2,637.15
04-44-5203	2,824.54	.00	2,824.54
04-44-5216	1,527.54	.00	1,527.54
04-44-5300	67.46	.00	67.46
04-44-5305	3,226.57	.00	3,226.57
04-44-5361	2,337.00	.00	2,337.00
04-44-5491	6,550.33	.00	6,550.33
06-02-2000	.00	9,918.21-	9,918.21-
06-40-5205	436.54	.00	436.54
06-40-5300	40.01	.00	40.01
06-40-5400	991.33	.00	991.33
06-40-5410	203.57	.00	203.57
06-47-5231	2,730.00	.00	2,730.00
06-47-5305	4,612.84	.00	4,612.84
06-47-5306	52.51	.00	52.51
06-47-5390	501.01	.00	501.01
06-47-5391	350.40	.00	350.40
08-02-2000	.00	7,728.38-	7,728.38-
08-42-5491	7,728.38	.00	7,728.38
09-02-2000	.00	50,054.55-	50,054.55-
09-44-5604	41,947.00	.00	41,947.00
09-44-5605	1,296.18	.00	1,296.18
09-45-5491	5,877.07	.00	5,877.07

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
09-49-5491	934.30	.00	934.30
20-02-2000	.00	33,837.60-	33,837.60-
20-40-5100	33,837.60	.00	33,837.60
99-01-1001	.00	.00	.00
Grand Totals:	297,892.63	297,892.63-	.00

Report Criteria:
Report type: GL detail

M = Manual Check, V = Void Check



Agenda Item Summary

MEETING DATE: October 28, 2024

SUBJECT: **Resolution No. 82-R-2024** - A Resolution of the Town of Mead, Colorado, Approving That Certain State of Colorado Grant Agreement with the State of Colorado (Acting by and Through the Colorado Department of Transportation) for the Mead Trails and Open Space Master Plan Update (Project No. AQC M870-010)

PRESENTED BY: Collin Mieras, Planner II

SUMMARY

The Town of Mead (the “Town”) is in need of an update to the current 2011 Trails, Parks and Open Space Plan. The Town has experienced significant growth and development since the previous plan was adopted, with more growth on the horizon. An update to the 2011 Trails, Parks and Open Space Plan will allow for the Town to identify current and future needs for improvements and expansions to the multi-modal trail and open space network in the Town.

The Town and the State of Colorado (acting by and through the Colorado Department of Transportation) (“CDOT”) have agreed on the terms of that certain State of Colorado Grant Agreement for the Mead Trails and Open Space Master Plan Update (the “Agreement”). The Agreement establishes that CDOT will facilitate the provision of federal Congestion Mitigation and Air Quality (“CMAQ”) funding to the Town to contribute towards the development, implementation, and public outreach for the Mead Trails and Open Space Master Plan Update (the “Project”). The Agreement contemplates 82.79% federal-aid funds (in the amount of \$225,000.00) and 17.21% in Town of Mead (local agency) matching funds (in the amount of \$46,772.00), for a total Project cost estimate of \$271,772.00. However, the Town has budgeted \$100,000.00 in the 2024 approved Town budget that can be used for any unforeseen cost increases related to the Project.

Resolution No. 82-R-2024 (the “Resolution”): (a) approves the Agreement; (b) authorizes the Town Attorney to make non-material changes to the Agreement that do not materially increase the Town’s obligations; (c) authorizes the Town Manager to execute the Agreement on behalf of the Town when in final form; and (d) delegates all necessary authority to the Town Manager to execute such other documents or instruments as may be necessary to complete the Project in accordance with the terms of the Agreement.

Staff recommends approval of the Resolution (approving the Agreement and authorizing the Town Manager to execute the Agreement on behalf of the Town when in final form).

FINANCIAL CONSIDERATIONS

As stated above, the minimum that the Town will contribute local agency funds in the amount of \$46,772.00 for the Project. The Town has budgeted \$100,000.00 in the 2024 approved Town budget that can be used for any unforeseen cost increases related to the Project. There are sufficient funds appropriated for this purpose in the Town's approved 2024 budget in the Parks and Open Space Fund.

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the October 28, 2024 **consent agenda** will approve the Resolution (approving the Agreement and authorizing the Town Manager to execute the Agreement on behalf of the Town when in final form). If this item is pulled off the consent agenda for further discussion, Staff recommends the following motion:

Suggested Motion:

“I move to adopt Resolution No. 82-R-2024, A Resolution of the Town of Mead, Colorado, Approving That Certain State of Colorado Grant Agreement with the State of Colorado (Acting by and Through the Colorado Department of Transportation) for the Mead Trails and Open Space Master Plan Update (Project No. AQC M870-010).”

ATTACHMENTS

Resolution No. 82-R-2024
Exhibit 1 State of Colorado Grant Agreement

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 82-R-2024**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING THAT CERTAIN
STATE OF COLORADO GRANT AGREEMENT WITH THE STATE OF COLORADO
(ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF
TRANSPORTATION) FOR THE MEAD TRAILS AND OPEN SPACE MASTER PLAN
UPDATE (PROJECT NO. AQC M870-010)**

WHEREAS, the Town of Mead (“Town”) and the State of Colorado (acting by and through the Colorado Department of Transportation) (“CDOT”) have agreed on the terms of that certain State of Colorado Grant Agreement for the Mead Trails and Open Space Master Plan Update (the “Agreement”) in substantially the form attached to this Resolution and incorporated herein as **Exhibit 1**; and

WHEREAS, the Agreement establishes that CDOT will facilitate the provision of federal Congestion Mitigation and Air Quality (“CMAQ”) funding to the Town to contribute towards the development, implementation, and public outreach for the Mead Trails and Open Space Master Plan Update project, Project No. AQC M870-010 (the “Project”); and

WHEREAS, the Agreement contemplates 82.79% federal-aid funds (in the amount of \$225,000.00) and 17.21% in Town of Mead (local agency) matching funds (in the amount of \$46,772.00) (the “Town Contribution”), for a total Project cost estimate of \$271,772.00; and

WHEREAS, the Town has budgeted One Hundred Thousand Dollars (\$100,000.00) for the Project in the approved 2024 Town budget, which exceeds the Town Contribution; and

WHEREAS, the Board of Trustees desires to approve the Agreement and further desires to delegate authority to the Town Manager to execute the Agreement on behalf of the Town when in final form; and

WHEREAS, the Board of Trustees further desires to authorize the delegation of all necessary authority to the Town Manager to execute such other documents or instruments as may be necessary to complete the Project in accordance with the terms of the Agreement.

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

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

Section 2. The Board of Trustees hereby: (a) approves the Agreement in substantially the same form attached to this Resolution as **Exhibit 1**; (b) authorizes the Town Attorney to make non-material changes to the Agreement that do not materially increase the Town’s obligations; (c) authorizes the Town Manager to execute the Agreement on behalf of the Town when in final form; and (d) delegates all necessary authority to the Town Manager to execute such other documents or instruments as may be necessary to complete the Project in accordance with the terms of the Agreement.

Section 3. Nothing in this Resolution shall limit the Town’s financial contribution to the Project to the Town Contribution amount, it being in the interest of the Board of Trustees that the Town retain flexibility to utilize funds already appropriated for the Project to complete the Project.

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

Section 5. 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 6. 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 28TH DAY OF OCTOBER, 2024.

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen G. Whitlow, Mayor

EXHIBIT 1
STATE OF COLORADO GRANT AGREEMENT FOR THE MEAD TRAILS AND OPEN SPACE
MASTER PLAN UPDATE
(PROJECT NO. AQC M870-010)

STATE OF COLORADO GRANT AGREEMENT

COVER PAGE

State Agency Department of Transportation		Agreement Number Insert CMS number or Other Agreement Number													
Grantee Town of Mead, Colorado		Agreement Performance Beginning Date The Effective Date													
		Initial Agreement Expiration Date December 31, 2026													
Subaward Agreement Maximum Amount Federal Funds		Fund Expenditure End Date January 31, 2027													
Maximum Amount (82.79%)	\$225,000.00	Agreement Authority Authority to enter into this Agreement exists in CRS §§43-1-106, 43-1-110, 43-1-117, 43-1-701, 43-1-702 and 43-2-101(4)(c) D, Federal Provisions. appropriated and otherwise made available pursuant to the FAST ACT, MAP-21, SAFETEA_LU, 23 USC §104 and 23 USC §149													
Local Funds															
Local Match Amount (17.21%)	\$46,772.00														
Agreement Total	\$271,772.00														
Agreement Purpose Having been awarded this Project under the current DRCOG Transportation Improvement Plan, Grantee, who is responsible for the Continuing, Comprehensive, and Cooperative (3C) Urban Transportation Planning Process, desires to enter into a grant with CDOT to develop, implement, and monitor its Congestion Mitigation and Air Quality ("CMAQ") Project for their Carbon Monoxide Nonattainment Area(s), financed by the use of Congestion Mitigation and Air Quality funds in accordance with FHWA and State policies. The Grantee will use the Grant Funds to develop the Mead Trails and Open Space Master Plan and to perform public outreach for the same.															
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Agreement: 1. Exhibit A – Statement of Work and Budget. 2. Exhibit B – Sample Option Letter. 3. Exhibit C – Federal Provisions. 4. Exhibit D – Additional Program Requirements. 5. Exhibit E – Title VI-Civil Rights. In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: 1. Exhibit C, Federal Provisions 2. Exhibit D – Additional Program Requirements 3. Exhibit E – Title VI-Civil Rights 4. Colorado Special Provisions in §18 of the main body of this Agreement. 5. The provisions of the other sections of the main body of this Agreement. 6. Exhibit A, Statement of Work. 7. Exhibit B, Sample Option Letter															
Principal Representatives <table border="0"> <tr> <td>For the State:</td> <td>For Grantee:</td> </tr> <tr> <td>Gary Stimson</td> <td>Collin Mieras, Town Planner II</td> </tr> <tr> <td>Local Agency Coordinator – Region 4</td> <td>Town of Mead, Colorado</td> </tr> <tr> <td>10601 W. 10th St.</td> <td>411 Third Street</td> </tr> <tr> <td>Greeley, CO 80634</td> <td>Mead, CO 80542</td> </tr> <tr> <td>gary.stimson@state.co.us</td> <td>cmieras@townofmead.org</td> </tr> </table>				For the State:	For Grantee:	Gary Stimson	Collin Mieras, Town Planner II	Local Agency Coordinator – Region 4	Town of Mead, Colorado	10601 W. 10th St.	411 Third Street	Greeley, CO 80634	Mead, CO 80542	gary.stimson@state.co.us	cmieras@townofmead.org
For the State:	For Grantee:														
Gary Stimson	Collin Mieras, Town Planner II														
Local Agency Coordinator – Region 4	Town of Mead, Colorado														
10601 W. 10th St.	411 Third Street														
Greeley, CO 80634	Mead, CO 80542														
gary.stimson@state.co.us	cmieras@townofmead.org														

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

GRANTEE Town of Mead, Colorado By: _____ Helen Migchelbrink, Town Manager Date: _____	STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Transportation Shoshana M. Lew, Executive Director By: _____ Keith Stefanik P.E., Chief Engineer Date: _____
In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Department of Transportation Effective Date: _____	

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1. PARTIES

This Agreement is entered into by and between Grantee named on the Cover Page for this Agreement (the “Grantee”), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Agreement (the “State”). Grantee and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date, except as described in **§5.D**, or after the Fund Expenditure End Date.

B. Initial Term

The Parties’ respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods one year or less at the same rates and under the same terms specified in this Agreement (each such period an

“Extension Term”). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to the Sample Option Letter attached to this Agreement.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee in a form substantially equivalent to the Sample Option Letter attached to this Agreement, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for breach by Grantee, which shall be governed by **12.A.i.**

i. Method and Content

The State shall notify Grantee of such termination in accordance with **§14**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to the rights and obligations set forth in **§12.A.i.a12.A.i.a.**

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Grantee for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Grantee which are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

F. Grantee’s Termination Under Federal Requirements

Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then

Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Agreement”** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **“Award”** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- C. **“Breach of Agreement”** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- D. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- E. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.
- F. **“Effective Date”** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature for this Agreement.
- G. **“End of Term Extension”** means the time period defined in §2.D2.D.
- H. **“Exhibits”** means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.
- I. **“Extension Term”** means the time period defined in §2.C.
- J. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract, under the Federal Acquisition Regulations or by a formula or block grant, by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- K. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. The Federal Highway Administration (FHWA) is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.
- L. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- M. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.

- N. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et seq.* C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- O. **“Initial Term”** means the time period defined in §2.B2.B.
- P. **“Matching Funds”** means the funds provided Grantee as a match required to receive the Grant Funds.
- Q. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- R. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, *et. seq.*, C.R.S.
- S. **“Recipient”** means the State agency shown on the Signature and Cover Page of this Agreement, for the purposes of this Federal Award.
- T. **“Services”** means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.
- U. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- V. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- W. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- X. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

- Y. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees of grant funds.
- Z. **“Subrecipient”** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Agreement, Grantee is a Subrecipient.
- AA. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- BB. **“Work”** means the Goods delivered and Services performed pursuant to this Agreement.
- CC. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. **STATEMENT OF WORK**

Grantee shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

5. **PAYMENTS TO GRANTEE**

A. **Maximum Amount**

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Agreement Maximum shown on the Cover Page of this Agreement.

B. **Payment Procedures**

i. **Invoices and Payment**

- a. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in Exhibit A.
- b. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State’s receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Grantee shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Agreement.

ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Grantee shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §2.E.

v. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Matching Funds

Grantee shall provide Matching Funds as provided in §5.A and Exhibit A. Grantee shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and

lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" in Exhibit A has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Reimbursement of Grantee Costs

Only with prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in Exhibit A and **§5.A** for all allowable costs described in this Grant and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Agreement or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall reimburse Grantee for the federal share of properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and Exhibit A. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. Grantee's costs for Work performed after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:

- i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and
- ii. Equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out

Grantee shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within one year and 90 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

6. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to **§16** or pursuant to any other Exhibit, for any Agreement having a term longer than three months, Grantee shall submit, on a quarterly basis,

a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within ten days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page for this Agreement.

C. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

D. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available

during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by that governmental entity. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

D. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in writing by the State. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State's Principal Representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish that none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable costs thereof.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, *et. seq.*, C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as Exhibit __ on an annual basis Contractor's duty and obligation to certify as set forth in Exhibit __ shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

D. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Agreement.

10. INSURANCE

Grantee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any one fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

D. Cyber/Network Security and Privacy Liability

Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation, or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

G. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Grantee and Subcontractors.

H. Primacy of Coverage

Coverage required of Grantee and each Subcontractor shall be primary and noncontributory over any insurance or self-insurance program carried by Grantee or the State.

I. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with **§14** within seven days of Grantee's receipt of such notice.

J. Subrogation Waiver

All commercial insurance policies secured or maintained by Grantee or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

K. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §§24-10-101, *et seq.*, C.R.S. (the "GIA"), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subcontractor maintain at all times during the terms of this

Grantee, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

L. Certificates

For each commercial insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee's insurance coverage required in this Agreement within seven Business Days following the Effective Date. Grantee shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within seven Business Days following the Effective Date, except that, if Grantee's subcontract is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven Business Days following Grantee's execution of the subcontract. No later than 15 days before the expiration date of Grantee's or any Subcontractor's coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Grantee shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. BREACH OF AGREEMENT

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Additionally, if Grantee fails to comply with any terms of the Federal Award, then the State may, in its discretion or at the direction of a Federal Awarding Agency, terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under §2.E.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Grantee's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State **(i)** secure that right to use such Work for the State and Grantee; **(ii)** replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, **(iii)** remove any infringing Work and refund the amount paid for such Work to the State.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in **§11** and the dispute resolution process in **§13** shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Grantee for resolution.

B. Resolution of Controversies

If the initial resolution described in **§13.A13.A** fails to resolve the dispute within ten Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in **§24-101-301(30)**, C.R.S. for resolution following the same resolution of controversies process as described in **§§24-106-109**, and **24-109-101.1** through **24-109-505**, C.R.S. (the "Resolution Statutes"), except that if Grantee wishes to challenge any decision rendered by the Procurement Official, Grantee's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

14. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's principal representative at the address set forth below or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Grantee hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Grantee cannot make any of the assignments required by this section, Grantee hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Grantee grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Grantee that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

iii. Assignments and Assistance

Whether or not Grantee is under contract with the State at the time, Grantee shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Grantee assigns to the

State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, “State Materials”). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Grantee’s obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Grantee

Grantee retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Grantee under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, “Grantee Property”). Grantee Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Agreement is \$100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Grantee agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of Agreement performance information in the State’s Agreement management system (“Contract Management System” or “CMS”). Grantee’s performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

17. GENERAL PROVISIONS

A. Assignment

Grantee’s rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee’s rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontracts

Grantee shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Grantee in connection with this Agreement shall

comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement. If the entity with whom Grantee enters into a subcontract or subgrant would also be considered a Subrecipient, then the subcontract or subgrant entered into by Grantee shall also contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Binding Effect

Except as otherwise provided in **§17.A**, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

L. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

M. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in § 17.A, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations

Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

T. Compliance with State and Federal Law, Regulations, and Executive Orders

Grantee shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Grant.

U. Accessibility

- i. Grantee shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the Governor's Office of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

18. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all agreements except where noted in italics.

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

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. **FUND AVAILABILITY. §24-30-202(5.5), C.R.S.**

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

C. **GOVERNMENTAL IMMUNITY.**

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

D. INDEPENDENT CONTRACTOR.

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

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109, C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at

law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

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

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

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

EXHIBIT A, STATEMENT OF WORK

Colorado Department of Transportation
FY 2025-2027 DRCOG Partnership Program Scope
Mead Trails

As of June 26, 2023 CMAQ Project Title	Mead Trails & Open Space Master Plan
CDOT Project Number (to be completed by CDOT)	AQC M870-010
SAM UEI Number	GZSJK7MBMSZ6
Federal Award Date	August 17, 2023
Contact Information (Key person responsible for managing and implementing the project.)	Collin Mieras
Agency Name	Town of Mead
Agency Address (include city, state, zip)	441 Third St Mead, CO 80542
Program Manager Phone Number	(970) 805-4202
Program Manager E-mail	cmieras@townofmead.org
Program Manager Fax Number	N/A
Congressional District	CD 4
Program Overview Summary (Provide a short, no more than one paragraph, summary of your project – what is the objective of your project and how do you plan to implement it?)	The Mead Trails and Open Space Master Plan (or the “Master Plan”) will provide a much-needed update to the current 2011 Trails, Parks and Open Space Plan. The Town has experienced significant growth and development since the previous plan was adopted, with more growth on the horizon. An update to the Master Plan will allow for the Town to identify current and future needs for improvements and expansions to the multi-modal trail and open space network in the Town.
Program Overview Details	
Who is your key target audience?	Town of Mead Residents, Developers, Board of Trustees and Planning Commission
Where will your project take place?	Town of Mead Planning Influence Area
What is the general time-frame of your project? (i.e. during the school year; on-going throughout the year, etc.)	On-going throughout 2024 and 2025.

What are the KEY tasks of your project? (Consider these measurements of progress – what are the steps you’ll be taking to implement your project?) List as many tasks as you see necessary.

Task 1: Selection of a sub-contractor (consultant)

The first task of the Trails and Open Space Master Plan is the execution of a contract with a sub-contractor that will complete the necessary work for the plan. The Town plans to finalize and post a Request for Proposals (“RFP”) to select a sub-contractor in August 2024 through the competitive bidding process, with the award of the contract planned for the Fall of 2024.

Activities include:

- a. Submission of RFP for collection of bids
- b. Creation of a selection committee for bids
- c. Review and evaluation of bids
- d. Interviews with sub-contractors with top ranked bids
- e. Award bid to sub-contractor with top ranked bid
- f. Negotiate and execute contract with sub-contractor

Task 2: Drafting of the Master Plan

This is the primary task of the project. Sub-contractor will work to produce an updated Trails and Open Space Master Plan for the Town. Town Staff will oversee the drafting of the Master Plan, and assist with providing background information and documents, as well as providing direction to the sub-contractor.

Activities include:

- a. Inventory and Analysis of Current Facilities (Trails, Parks, Open Space)
- b. Comparative Analysis of Surrounding Communities
- c. GIS Spatial Analysis
- d. Level of Service Analysis
- e. Demographic Analysis
- f. Budget and Funding Analysis
- g. Maintenance and Operations Assessment
- h. Creation of Recommendations
- i. Creation of a Strategic Action Plan for Implementation

Associated Deliverable: Master Plan Draft

The Draft Master Plan will include an overview of the methods used, results, and main takeaways of the aforementioned activities. The Master Plan will then include recommendations

and implementation strategies that are derived from the results and main takeaways of the activities.

Task 3: Public Outreach

Public Outreach will be an integral portion of the Trails and Open Space Master Plan. This task is designed to elicit feedback from the community on the proposed Master Plan.

Activities include:

- a. Creation of a website to allow for virtual participation
- b. Open house meetings
- c. Resident survey on existing facilities and preferred future facilities
- d. Stakeholder Group Coordination
- e. Booth at Town Events

Associated Deliverables:

- a. Meeting Minutes
- b. Public Outreach Report

The public outreach report will include a summary of the feedback received from the community, identification of central themes within this feedback, and how these themes were incorporated in the strategies and recommendations of the Master Plan. The types of feedback that will be solicited may include:

- Comments and concerns regarding current and planned trails, parks and open space.
- Results from the survey(s) conducted.
- Results from the engagement activities conducted on the website and at open house meetings.
- Key discussion points from dialogue with stakeholder groups.

Task 4: Work Sessions

This task is intended to involve the Town Planning Commission and Board of Trustees in the planning process of the Master Plan. These work sessions will include updates on progress with the Master Plan and allow the Commissioners and Trustees to provide their opinions and directions to the sub-contractor and staff on how to finalize the Master Plan.

Activities include:

- a. Conducting joint work sessions or separate work sessions with the Board of Trustees and Planning Commission

Associated Deliverable: Meeting Minutes

Task 5: Public Hearings

This task is the final approval of the Master Plan by both the Town Planning Commission and Board of Trustees.

Activities include:

- a. Conducting public hearings with the Town Planning Commission and Board of Trustees
- b. Planning Commission will adopt Master Plan
- c. Board of Trustees will ratify Planning Commission Adoption of the Master Plan

Associated Deliverable:

- a. Meeting Minutes
- b. Codification of the Plan
The Planning Commission and Board of Trustees will need to approve the Trails and Open Space Master Plan via resolution after the conclusion of separate public hearings with each governing body.

Task 6: Reporting

This task is designed to track all activities undertaken as a part of the Master Plan and this grant and to report these results to DRCOG for evaluation. Information will be reported quarterly using an agreed-upon reporting format and method.

Tracking will include:

- a. Quarterly updates on task progress
- b. Providing drafts of Master Plan for CDOT/DRCOG review

	Task 7: Drafting the Final Master Plan This task will involve the sub-contractor revising the Draft Master Plan to incorporate the input received through public engagement, work sessions and public hearings for the Master Plan. Town Staff will oversee the drafting of the Final Master Plan and will provide direction to the sub-contractor. Associated Deliverable: Final Master Plan The Final Master Plan will include all of the revised elements of the Draft Master Plan, as well as the Public Outreach Report.
Evaluation	
How will you evaluate the effectiveness of your program? (It is not acceptable to simply say the project will be evaluated upon completion – please provide as much information as possible regarding the type of evaluation, the type of data you’ll be collecting, how you’ll collect and evaluate it, the timeframe you’ll be conducting evaluations, etc.)	An effective Master Plan will be evaluated by inclusion of the following: a. Evaluation of current facilities based on data-driven analysis (resident participation and survey results). b. Determination of the location and types of trails, parks, and open space that should be developed by identifying the Town’s unique needs through community and stakeholder input and demographic and spatial analysis. c. Identification of linkages to surrounding communities’ trail systems by utilizing spatial analysis and comparative analysis. d. Identification of recommended actions and inclusion of a strategic action plan that identifies priority levels and timeframes of recommendations. e. Participation by residents and general public outreach efforts as measured by the number of attendees, comments gathered, and website traffic.
Partnerships Please list any organization that is a pertinent partner with you in this project (the project could not go forward without this partnership).	DRCOG

Deliverable Timeline

Task Description	Year One												Year Two	
	1	2	3	4	5	6	7	8	9	10	11	12	1	2
Months														
Selection of Sub-Contractor	X													
Drafting of Master Plan	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Public Outreach														
Survey						X								
Open House			X						X					
Website			X	X	X	X	X	X	X	X	X	X	X	X
Public Hearings											X (PC)			X (BOT)
Work Sessions		X				X			X					
Reporting	X	X	X	X	X	X	X	X	X	X	X	X	X	X

Budget

Budget Overview	Costs
CMAQ Federal Funds	225,000.00
Agency Local Match (17.21%)	46,772.00
Total Project Cost (federal plus local match)	271,772.00
*How will you make your local match? (check box) Cash ☒ In-kind ☐ Both ☐	
What percentage of your local match is in-kind? (e.g., 100%, 75%, 0%, etc.) *If you plan to use any in-kind, you must complete an in-kind request form prior to contracting.	0%
Budget Details (Provide a general description and the expense you expect to charge to this CMAQ program) <u>Every budget item must correspond to descriptions in your tasks so it's clearly understood how you'll use your funds.</u>	
Media	\$25,000
Website Creation/Maintenance (ex. Social Pinpoint)	\$25,000
Equipment	\$6,772
Materials (Board meetings, promotional, community meetings etc.)	\$6,772
Public Outreach	\$45,000
Open House	\$20,000
Work Sessions	\$10,000
Resident Survey	\$10,000
Booth at Community Events	\$5,000
	\$195,000
Master Plan Development	
Drafting of Plan	\$80,000
Existing Plan Review/Major Focus Area Identification	\$50,000
Coordination with Surrounding Communities; Review and analysis of surrounding area master plans	\$50,000
Plan Layout and Graphic Design	\$15,000
Total (This needs to equal the total project costs at the top of this page)	\$271,772.00

EXHIBIT B, SAMPLE OPTION LETTER

State Agency Insert Department's or IHE's Full Legal Name	Option Letter Number Insert the Option Number (e.g. "1" for the first option)
Grantee Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc...	Original Agreement Number Insert CMS number or Other Agreement Number of the Original Contract
Current Agreement Maximum Amount Initial Term \$0.00	Option Agreement Number Insert CMS number or Other Agreement Number of this Option
Extension Terms Extension Term 1 \$0.00 Extension Term 2 \$0.00 Extension Term 3 \$0.00 Extension Term 4 \$0.00 Total for All Contract Years \$0.00	Agreement Performance Beginning Date Month Day, Year
	Current Agreement Expiration Date Month Day, Year

1. **OPTIONS:**

A. Option to extend for an Extension Term/End of Term Extension

2. **REQUIRED PROVISIONS:**

A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option for an additional term/ End of Term Extension, beginning Insert start date and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.

3. **OPTION EFFECTIVE DATE:**

A. The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

STATE OF COLORADO Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE By: Name & Title of Person Signing for Agency or IHE Date: _____	In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Name of Agency or IHE Delegate-Please delete if agreement will be routed to OSC for approval Option Effective Date: _____
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EXHIBIT C, FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS.

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 2.1.1. “Award” means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. “Entity” means:
 - 2.1.2.1. a Non-Federal Entity;
 - 2.1.2.2. a foreign public entity;
 - 2.1.2.3. a foreign organization;
 - 2.1.2.4. a non-profit organization;
 - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
 - 2.1.3. “Executive” means an officer, managing partner or any other employee in a management position.
 - 2.1.4. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
 - 2.1.5. “Grant” means the Grant to which these Federal Provisions are attached.
 - 2.1.6. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached. Grantee also means Subrecipient.
 - 2.1.7. “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

- 2.1.8. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
- 2.1.8.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.8.2. Is not organized primarily for profit; and
 - 2.1.8.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.9. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.10. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.11. “Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.12. “Subaward” means an award by a Recipient to a Subrecipient or a Contractor funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.13. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program. Subrecipient also means Grantee.
- 2.1.14. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 2.1.15. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
- 2.1.15.1. Salary and bonus;
 - 2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;

- 2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.16. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 2.1.17. “Unique Entity ID” means the Unique Entity ID established by the federal government for a Grantee or Subrecipient at <https://sam.gov/content/home>.
- 2.1.18. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

3. COMPLIANCE.

- 3.1. Subrecipient shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID REQUIREMENTS.

- 4.1. SAM. Subrecipient shall maintain the currency of its information in SAM until the Subrecipient submits the final financial report required under the Award or receives final payment, whichever is later. Subrecipient shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. Unique Entity ID. Subrecipient shall provide its Unique Entity ID to its Recipient, and shall update Subrecipient’s information at <http://www.sam.gov> at least annually after the initial registration, and more frequently if required by changes in Subrecipient’s information.

5. TOTAL COMPENSATION.

- 5.1. Subrecipient shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and
 - 5.1.2. In the preceding fiscal year, Subrecipient received:
 - 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

- 5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

- 6.1. Pursuant to the Transparency Act, Subrecipient shall report data elements to SAM and to the Recipient as required in this Exhibit. No direct payment shall be made to Subrecipient for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Subrecipient's obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

- 8.1. Subrecipient shall report as set forth below.
 - 8.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM **for each** Federal Award Identification Number (FAIN) assigned by a Federal agency to a Recipient no later than the end of the month following the month in which the Subaward was made:
 - 8.1.1.1. Subrecipient Unique Entity ID;
 - 8.1.1.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;
 - 8.1.1.3. Subrecipient parent's organization Unique Entity ID;
 - 8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
 - 8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

- 8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 8.1.2. To Recipient. A Subrecipient shall report to its Recipient, upon the effective date of the Grant, the following data elements:
 - 8.1.2.1. Subrecipient's Unique Entity ID as registered in SAM.
 - 8.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

9. PROCUREMENT STANDARDS.

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 9.4. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never contract with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 9.5. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Subrecipient is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

10. ACCESS TO RECORDS.

- 10.1. A Subrecipient shall permit Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS.

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. REQUIRED PROVISIONS FOR SUBRECIPIENT WITH SUBCONTRACTORS.

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the Recipient, Subrecipients shall include all of the following applicable provisions;

12.1.1. For agreements with Subrecipients – Include the terms in the Grant Federal Provisions Exhibit (this exhibit)

12.1.2. For contracts with Subcontractors – Include the terms in the Contract Federal Provisions Exhibit.

13. CERTIFICATIONS.

- 13.1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Subrecipient with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. EVENT OF DEFAULT AND TERMINATION.

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.
- 15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
 - 15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
 - 15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
 - 15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
 - 15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
 - 15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal.

EXHIBIT D, ADDITIONAL PROGRAM REQUIREMENTS

A. Work

Per 23 CFR 420.111, SUBRECIPIENT shall complete the Work and other obligations as described herein and Exhibit A. Work performed prior to the Effective Date or after the Termination date shall not be considered part of the Work. SUBRECIPIENT shall take all reasonable steps to carry out all activities described and identified in the Statement of Work. The Statement shall include an estimation of anticipated benefits from each program submitted, a Budget, the activity purpose, objectives, major tasks, timeline of expected completion, and an Evaluation process to determine the success of each activity stated in Exhibit A. In addition, SUBRECIPIENT shall be responsible for:

- 1.) The initial design and implementation of its congestion mitigation and air quality program as outlined in the current TIP;
- 2.) Monitoring and Evaluating the program effectiveness;
- 3.) The promotion of congestion mitigation and air quality program(s) by employers;
- 4.) Submittal of an annual report to CDOT; and,
- 5.) Submitting annual results to CDOT through the CMAQ Reporter.

B. Notice

SUBRECIPIENT shall not commence Work until the date specified by a written notice, which may be electronic, and shall complete the Work within the period specified in the Agreement unless the period or terms thereof are extended according to this Agreement.

C. Staff/Consultant Services

SUBRECIPIENT shall be responsible to select staff/consultant services in compliance with all applicable federal procurement requirements including 23 CFR 172 and 2 CFR 200. Any Request for Proposal (RFP) used by SUBRECIPIENT to secure consultant Services must be reviewed by CDOT before SUBRECIPIENT releases the RFP. CDOT shall have 15 calendar days from the date of receiving the RFP in which to return comments. Responses to CDOT's comments will be provided by SUBRECIPIENT within 15 calendar days of receipt of the comments.

D. Statement of Work and Budget Amendment

SUBRECIPIENT shall amend Exhibit A in accordance with the terms of this Agreement, when:

- 1.) Reallocating funds between budget line items in Exhibit A, as permitted pursuant to §5(E); and
- 2.) Adding or deleting activities listed in Exhibit A to reflect authorized budget line item reallocations permitted pursuant to §5(E).

If any changes to Exhibit A (i) require an increase or decrease to the maximum amount of this Subaward, (ii) change the term of the Agreement, or (iii) exceed the 24.99% threshold in §5(E) for any activity, the Parties must amend this Agreement prior to such change being effective.

E. Limited Availability of Funds

The amount of Federal Funds available to pay for the Work performed by Subrecipient in any one year is limited to the amount of the unused portion of the allocated funds, made available through 23 USC 104 (b)(3) and (f) as amended, and 49 USC 5303 as amended.

F. Additional Funds Use

CMAQ Federal Funds shall be used only to reimburse Subrecipient for eligible allowable costs incurred and Subrecipient shall be solely responsible for all costs incurred that are either not allowable or which exceed the funds available in the Agreement as identified herein and/or in the Exhibit A.

G. Billing, Reimbursement, and Allowable Costs

1.) Reimbursement

The Parties hereto expressly recognize that the Subrecipient is to be paid, reimbursed, or otherwise compensated with the funds provided to CDOT by the U.S. Department of Transportation for the purpose of completing the Work and therefore, the Subrecipient expressly understands and agrees that all its rights, demands, and claims to compensation arising under this Agreement are contingent upon receipt of such funds by CDOT.

2.) Allowable Costs

CDOT shall not be obligated to use State funds under this Agreement. CDOT's use of Federal Funds shall be to reimburse Subrecipient for allowable costs incurred by Subrecipient, as defined in this Agreement. Subrecipient shall be solely responsible for all costs incurred which are not allowable or which exceed the funds available in the Agreement.

H. Allowable and Indirect Costs

Allowable and indirect costs may include but are not limited to those listed in 2 CFR 200, or State Fiscal Rule 2-7: "Official Functions and Training Functions," whichever may apply. However, such costs shall be limited to those costs determined by the CDOT as necessary to directly carry out the Work for this Agreement. In determining the amount of allowable costs, CDOT will exclude:

- a) Any costs incurred by the Subrecipient before the execution of the Agreement.
- b) Any costs incurred by the Subrecipient that are not included in **Exhibit A**.
- c) Any cost incurred by the Subrecipient after the termination date of this Agreement as amended.
- d) Memberships, subscriptions, and professional activities, which do not meet the following requirements:
 - (1). Costs of membership in civic and community, social organizations are allowable as a direct cost with the approval of the federal-awarding agency;
 - (2). Costs of subscriptions to business, professional, and technical periodicals;
 - (3). Costs of meetings, conferences, and conventions where the primary purpose is the dissemination of technical information, including meals, transportation, rental of meeting facilities, and other incidental costs; or
 - (4). Costs of memberships in business, technical, and professional organizations. However, costs of membership in organizations substantially engaged in lobbying are not allowed and thus unallowable.
- e) Official Function Expenditures (as defined by Rule 2-7 of the Colorado State Fiscal Rules), which do not qualify as a meeting, conference, meal or other function that is hosted by the MPO or Subrecipient staff and attended by guests and/or other MPO or Subrecipient personnel and held for official MPO or Subrecipient business. Expenditures incurred for official functions shall be approved by the responsible MPO or Subrecipient official.

I. Disallow Costs

CDOT has the right to disallow any costs incurred by the Subrecipient, which are not consistent with this Agreement, or on any activity not in compliance with the authorized Work.

J. Reimbursement Waiver

Subrecipient agrees that reimbursement of any cost under this Agreement does not constitute a final CDOT decision about the allowability of the costs and does not constitute a waiver of any violation by Subrecipient of the terms of this Agreement.

K. Certification

Upon submitting request for reimbursement, the designated representative of the Subrecipient has certified that:

- a) The costs are allowable, and therefore reimbursable;
- b) The expenditure amount for that time period is correct;
- c) The agreed upon Work has been performed and/or Work Product has been produced;
- d) All Requests for Proposals and/or Requests for Qualifications have been forwarded to CDOT for review and comment; and
- e) Reimbursements are being requested in accordance with the terms of this Agreement.

L. Expenditures

Along with the form requesting reimbursement, the Subrecipient shall include expenditures of Federal Funds for Work. The information shall contain:

- i. Budgeted amount;
- ii. Expenditures for current billing cycle and year-to-date;
- iii. Unexpended balance after current cycle;
- iv. Percent expended year-to-date; and
- v. Copies of Subcontractors invoices, if applicable.

M. Invoice

CDOT shall pay the Subrecipient's voucher for expenditures incurred in performance of Work, up to the maximum amount described in §7, and elsewhere in this Agreement, subject to conditions specified herein, within 30 days of receipt.

N. Annual Report – CMAQ Reporter

Subrecipient shall be responsible to coordinate with its MPO to submit an annual report using the "CMAQ Reporter", describing, in detail, the performance of the Work and the extent to which the use of alternative modes of transportation and/or improvement in air quality were increased during the Agreement period as a result of the program.

SUBRECIPIENT shall be responsible for tracking, gathering, maintaining, and reporting of CMAQ nonattainment or maintenance area program activities by category, which will include emission reduction estimates and activity costs.

O. Final Report

Within 30 days after the end of the Program period, SUBRECIPIENT will provide to CDOT a final accomplishment report of the activities performed under this Agreement for the completed fiscal year. It shall include, but not be limited to:

- 1.) Final accomplishments by activities; and
- 2.) Status of uncompleted products; and
- 3.) Accomplishment of performance measures; and
- 4.) Actual expenditures for the Program Period.

P. Reporting Guidance

Reporting made for the purpose of this Agreement and its activities shall be done in accordance with 23 CFR Part 420.117, 450 and 2 CFR 200, and any supporting sections or amendments. The provisions of this paragraph do not constitute a waiver of legal and administrative appeals available to SUBRECIPIENT or the State.

Q. Monitoring

In accordance with 2 CFR 200 and other applicable standards, the State will monitor all the activities conducted by SUBRECIPIENT pursuant to the terms of this Agreement to assure that the Project is being performed consistent with supporting federal laws and regulations, as amended, to enable the preparation and submission of appropriate reports that will contain at a minimum:

- 1.) Comparison of actual performance with established goals during the program and once the program is complete;
- 2.) Progress in meeting schedules;
- 3.) Comparison of budgeted (approved) amounts and actual costs incurred;
- 4.) Cost variances to budget;
- 5.) Approved program revisions; and
- 6.) Other supporting data.

R. Performance, Progress, Personnel, and Funds

In responding to these requirements, CDOT will utilize the following steps and procedures to ensure that assigned responsibilities are carried out:

1.) Monitoring Documents

CDOT will use the current Statement of Work, and supporting documents, in reviewing the progress being made by SUBRECIPIENT to meet the commitments in this Agreement. The Statement of Work must include all activities, deliverables, and performance measures, and Budgets committed to by SUBRECIPIENT.

2.) Monitoring Meetings

Meetings between CDOT and SUBRECIPIENT representatives will be conducted at CDOT's discretion for the purpose of reviewing progress, resource allocations, and billings.

3.) Progress and Financial Reports

CDOT will prepare and submit progress and financial reports to the appropriate federal agencies.

S. Noncompliance

Any Product that SUBRECIPIENT has committed to in the Statement of Work not produced and justification not provided in a timely manner in accordance with this agreement, may result in the delay of payment of funds and/or termination as provided under this Agreement. Along with the terms of this Agreement and in accordance with 2 CFR 200, the following steps will be implemented by CDOT:

- 1.) CDOT representative will meet with SUBRECIPIENT representative to discuss performance.
- 2.) The CDOT representative will report the progress to the Division of Transportation Development Director.
- 3.) The Director will issue a decision as to whether performance is satisfactory or unsatisfactory. If performance was determined to have been unsatisfactory, CDOT shall determine if a reduction in allocation is appropriate. SUBRECIPIENT will be notified of any decisions made by CDOT.

T. Additional Requirements for Rights in Data, Documents, and Computer Software

Whenever possible, published material shall acknowledge the financial participation of CDOT and/or the FHWA and other agencies contributing funding to the Work Product. Any published material acknowledging the contribution of the FHWA shall include the federal disclaimer statement: "FUNDED BY THE FHWA". Published materials include

any non-internal documents, reports, maps, photographs, computer software, or like materials that are intended to be viewed by those outside of CDOT, and Subrecipient.

Patents: In addition to the standard patent rights clauses of 37 CFR §401 et. al, and other applicable laws and regulations, CDOT, Subrecipient, and either party's subrecipients are subject to the provisions of 37 CFR part 401, governing patents and inventions whereby "The Subcontractor or Subrecipient will retain all rights provided for the State in this clause, and the State will not, as part of the consideration for awarding the subaward or Agreement, obtain rights in the Subcontractor's or Subrecipient's subject inventions."

U. 2 CFR 200 Subpart F

In accordance with the provisions of 2 CFR 200: "Audits of States, Local Governments, and Nonprofit Organizations", all nonfederal entities including state and local government and non-profit organizations, receiving more than \$750,000 from all federal financial assistance funding sources, shall comply with the audit requirements of 2 CFR 200. Compliance with 2 CFR 200 is required in the following manner:

- a) If the Subcontractor expends less than \$750,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.
- b) If the Subcontractor expends more than \$750,000 in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the "financial" procedures and processes for this program area.
- c) If the Subcontractor expends more than \$750,000 in federal funds, and the federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.
- d) Single Audit can only be conducted by an independent auditor in accordance with generally accepted government auditing standards covering financial audits (2 CFR 200). An audit is an allowable direct or indirect cost.

V. Final Audit Report

If an audit is performed on Subrecipient's records for any fiscal year covering a portion of the term of this Agreement, Subrecipient shall submit a copy of the final audit report to CDOT or its principal representative at the address specified herein.

EXHIBIT E, TITLE VI – CIVIL RIGHTS

Nondiscrimination Requirements

Subrecipient shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability.

Subrecipient shall abide by all applicable federal and state nondiscrimination laws and regulations, including but not limited to, Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.; The Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28; 49 CFR Part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation; 23 CFR Part 200: Title VI Program and Related Statutes - Implementation and Review Procedures; Title II of the Americans with Disabilities Act of 1990, 42 U.S.C §§12101 - 12213; Rehabilitation Act of 1973 § 504, 29 U.S.C § 794; 49 CFR Part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Assistance; 28 CFR Part 35: Nondiscrimination on the Basis of Disability in State and Local Government Services; 49 CFR Part 28: Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

As a condition of federal financial assistance, Subrecipient shall develop and maintain a Title VI Program in accordance with the “Requirements for FHWA Subrecipients” set forth in CDOT’s Title VI Program Plan. Subrecipient shall also facilitate compliance with Executive Order 12898 and DOT Order 5610.2(a) by incorporating the principles of environmental justice in planning, project development and public outreach in accordance with applicable CDOT and FHWA guidance.

In any contract utilizing federal funds, land, or other federal aid, Subrecipient shall require the federal-aid recipient or contractor to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability. Subrecipient shall develop and maintain an ADA Program in accordance with 28 CFR Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services and any other requirements established by CDOT for FHWA subrecipients.

Disadvantaged Business Enterprise Requirements

The requirements of 49 CFR Part 26 and CDOT’s DOT-approved DBE program are incorporated by reference into this agreement. Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Agreement. Failure by Subrecipient to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as CDOT deems appropriate. Subrecipient must include this assurance in all DOT-assisted contracts.

Prompt Payment

Subrecipient shall require that all contractors pay subcontractors for satisfactory performance of work no later than 30 days after the receipt of payment for that work from the contractor. If Subrecipient allows contractors to withhold retainage from subcontractors, retainage shall be released within 30 days from the date the work is satisfactorily completed.



Agenda Item Summary

MEETING DATE: October 28, 2024

SUBJECT: **Resolution No. 83-R-2024** – A Resolution of the Town of Mead, Colorado, Approving That Certain Amendment #1 to the Intergovernmental Agreement with the State of Colorado (Acting by and Through the Colorado Department Of Transportation) for the Mead Trail Extension (Safe Routes To School), Project Number SAR M870-007 (24459)

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

SUMMARY

The Town and the State of Colorado (acting by and through the Colorado Department of Transportation (“CDOT”)) previously entered into that certain Intergovernmental Agreement regarding the Mead Trail Extension (Project No. SAR M870-007 (24459)) dated February 4, 2022 (the “CDOT IGA”). The CDOT IGA addresses the Mead Trail Extension Project (the “Project”) and contemplates 80.00% federal-aid funds (in the amount of \$424,850.00) and 20.00% in Town of Mead (local agency) funds (in the amount of \$106,213.00), for a total Project maximum amount of \$531,063.00.

The Town and CDOT desire to amend the CDOT IGA to update the funding provisions. Specifically, the parties desire to: (1) increase the maximum funding amount set forth in the CDOT IGA to \$808,841.00 (an increase of \$277,778.00), and (2) to replace Exhibit C-3 of the CDOT IGA with Exhibit C-4 as attached to that certain Amendment #1 to the CDOT IGA (“First Amendment”). The First Amendment establishes a new Town/local agency match of \$133,991.00 (an increase of \$27,778.00).

Resolution No. 82-R-2024 (the “Resolution”): (1) approves the First Amendment; (2) authorizes the Town Attorney in cooperation with the Town Manager and Town Engineer to make non-material changes to the First Amendment that do not materially increase the Town’s obligations; (3) delegates authority to the Mayor and the Town Clerk to execute the First Amendment on behalf of the Town when in final form; and (4) delegates authority to the Town Manager to execute such other documents or instruments as may be necessary to complete the Project in accordance with the terms of the CDOT IGA (as amended by the First Amendment).

Staff recommends approval of the Resolution (approving the First Amendment to the CDOT IGA).

FINANCIAL CONSIDERATIONS

As stated above, the First Amendment increases the Town's net (matching) contribution by \$27,778.00. There are sufficient funds appropriated for this purpose in the Town's approved 2024 budget (in the Transportation Fund, specifically the capital outlay associated with the Safe Routes to School Project). Sufficient funding for the Project has been carried over in the Town's draft 2025 budget.

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the October 28, 2024 **consent agenda** will approve the Resolution (approving the First Amendment to the CDOT IGA and authorizing the Mayor and the Town Clerk to execute the First Amendment on behalf of the Town when in final form). If this item is pulled off the consent agenda for further discussion, Staff recommends the following motion:

Suggested Motion:

"I move to adopt Resolution No. 83-R-2024, A Resolution of the Town of Mead, Colorado, Approving That Certain Amendment #1 to the Intergovernmental Agreement with the State of Colorado (Acting by and Through the Colorado Department of Transportation) for the Mead Trail Extension (Safe Routes To School), Project Number SAR M870-007 (24459)."

ATTACHMENTS

Resolution No. 83-R-2024
Exhibit 1 - First Amendment to CDOT IGA

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 83-R-2024**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO,
APPROVING THAT CERTAIN AMENDMENT #1 TO THE
INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF COLORADO
(ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF
TRANSPORTATION) FOR THE MEAD TRAIL EXTENSION (SAFE ROUTES
TO SCHOOL), PROJECT NUMBER SAR M870-007 (24459)**

WHEREAS, the Town of Mead (the “Town”) and the State of Colorado (acting by and through the Colorado Department of Transportation) (“CDOT”) previously entered into that certain Intergovernmental Agreement regarding the Mead Trail Extension (Project No. SAR M870-007 (24459)) dated February 4, 2022 (the “CDOT IGA”); and

WHEREAS, the Town and CDOT entered into the CDOT IGA for the completion of the Mead Trail Extension (Safe Routes To School) Project (the “Project”); and

WHEREAS, the Town and CDOT desire to amend the CDOT IGA to update the funding provisions, specifically, the parties desire to: (1) increase the maximum funding amount set forth in the CDOT IGA to \$808,841.00 (an increase of \$277,778.00); and (2) to replace Exhibit C-3 of the CDOT IGA with Exhibit C-4 as attached to that certain Amendment #1 to the CDOT IGA (“First Amendment”); and

WHEREAS, a copy of the First Amendment is attached to this Resolution as **Exhibit 1** and is incorporated herein by reference; and

WHEREAS, the First Amendment establishes a new Town/local agency match of \$133,991.00 (an increase of \$27,778.00); and

WHEREAS, the Board of Trustees desires to approve the First Amendment and to delegate authority to the Mayor and the Town Clerk to execute the First Amendment on behalf of the Town when in final form; and

WHEREAS, the Board of Trustees further desires to reauthorize the delegation of all necessary authority to the Town Manager to execute such other documents or instruments as may be necessary to complete the Project in accordance with the terms of the CDOT IGA, as amended by the First Amendment.

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

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

Section 2. The Board of Trustees hereby: (a) approves the First Amendment in substantially the same form attached to this Resolution as Exhibit 1; (b) authorizes the Town Attorney in cooperation with the Town Manager and Town Engineer to make non-material changes to the First Amendment that do not materially increase the Town’s obligations; (c) authorizes the Mayor and the Town Clerk to execute the

First Amendment on behalf of the Town when in final form; and (d) delegates all necessary authority to the Town Manager to execute such other documents or instruments as may be necessary to complete the Project in accordance with the terms of the CDOT IGA, as amended by the First Amendment.

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 28TH DAY OF OCTOBER, 2024.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

Exhibit 1

Amendment #1 to CDOT IGA

STATE OF COLORADO AMENDMENT

Amendment #: 1

Project #: SAR M870-007 (24459)

SIGNATURE AND COVER PAGE

State Agency Department of Transportation		Amendment Routing Number 22-HA4-XC-00245-M0001
Local Agency TOWN OF MEAD		Original Agreement Routing Number 22-HA4-XC-00245
Agreement Maximum Amount	\$808,841.00	Agreement Performance Beginning Date February 04, 2022
		Initial Agreement Expiration Date November 22, 2031

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director _____ Keith Stefanik, P.E., Chief Engineer Date: _____	
LOCAL AGENCY TOWN OF MEAD By: _____ *Signature Name: _____ (Print Name) Title: _____ (Print Title) Date: _____	SECOND LOCAL AGENCY SIGNATURE, IF NEEDED TOWN OF MEAD By: _____ *Signature Name: _____ (Print Name) Title: _____ (Print Title) Date: _____

In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Department of Transportation Amendment Effective Date: _____
--

1) PARTIES

This Amendment (the “Amendment”) to the Original Agreement shown on the Signature and Cover Page for this Amendment (the “Agreement”) is entered into by and between the Local Agency and the State.

2) TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Agreement shall be construed and interpreted in accordance with the Agreement.

3) EFFECTIVE DATE AND ENFORCEABILITY

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay the Local Agency for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in **§3.B** of this Amendment

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Agreement contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Agreement.

4) PURPOSE

The Parties entered into the original Agreement for the Mead Trail Extension project. The Parties now desire to increase the agreement maximum amount.

5) MODIFICATIONS

The Parties now desire to:

a) Increase the agreement maximum amount from \$531,063.00 by \$277,778.00 to a new agreement maximum amount of \$808,841.00.

b) Replace **Exhibit C-3** with **Exhibit C-4**, which is attached hereto. Any reference in the original Agreement to **Exhibit C** shall now be a reference to **Exhibit C-4**.

c) Supplement **Exhibit D** with **Exhibit D-1**, which is attached hereto.

6) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments or other modifications to the Agreement, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Agreement, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement or any prior modification to the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Agreement to the extent that this Amendment specifically modifies those Special Provisions.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBIT C-4 - FUNDING PROVISIONS**Town of Mead - SAR M870-007 (24459)****A. Cost of Work Estimate**

The Local Agency has estimated the total cost the Work to be \$808,841.00, which is to be funded as follows:

1. FUNDING

a. Federal Funds (80% of SRTS Award)	\$424,850.00
b. Local Agency Funds (20% of SRTS Award)	\$106,213.00
c. Federal Funds (90% of RMS Award)	\$250,000.00
d. Local Agency Funds (10% of RMS Award)	\$27,778.00

TOTAL FUNDS ALL SOURCES**\$808,841.00****2. OMB UNIFORM GUIDANCE**

a. Federal Award Identification Number (FAIN):	TBD
b. Name of Federal Awarding Agency:	FHWA
c. Local Agency Unique Entity Identifier	GZSJK7MBMSZ6
d. Assistance Listing # Highway Planning and Construction	ALN 20.205
e. Is the Award for R&D?	No
f. Indirect Cost Rate (if applicable)	N/A
g. Amount of Federal Funds Obligated by this Action:	\$0.00
h. Amount of Federal Funds Obligated to Date (including this Action):	\$206,668.00

3. ESTIMATED PAYMENT TO LOCAL AGENCY

a. Federal Funds Budgeted	\$674,850.00
b. Less Estimated Federal Share of CDOT-Incurred Costs	\$0.00

TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY	83.43%	\$674,850.00
TOTAL ESTIMATED FUNDING BY LOCAL AGENCY	16.57%	\$133,991.00

TOTAL PROJECT ESTIMATED FUNDING	100.00%	\$808,841.00
--	----------------	---------------------

4. FOR CDOT ENCUMBRANCE PURPOSES

a. Total Encumbrance Amount (Federal funds + Local Agency funds)	\$808,841.00
b. Less ROW Acquisition 3111 and/or ROW Relocation 3109	\$0.00

NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS	\$808,841.00
---	---------------------

Note: Only \$258,335.00 in Design funds are currently available. Additional Design and Construction funds will become available after execution of an Option letter (Exhibit B) or formal Amendment.

WBS Element 24459.10.30	Performance Period Start*/End Date	Design 3020	\$258,335.00
	11/01/2022 – 12/31/2025		
WBS Element 24459.10.30	Performance Period Start*/End Date	Design. 3320	\$0.00
	TBD - TBD		

* The Local Agency should not begin work until all three (3) of the following are in place: 1) Phase Performance Period Start Date; 2) the execution of the document encumbering funds for the respective phase; and 3) Local Agency receipt of the official Notice to Proceed. Any work performed before these three (3) milestones are achieved will not be reimbursable.

B. Funding Ratios

The funding ratio for the federal funds for this Work is 83.43% federal funds to 16.57% Local Agency funds, and this ratio applies only to the \$808,841.00 that is eligible for federal funding. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds \$808,841.00, and additional federal funds are not available, the Local Agency shall pay all such excess costs. If the total cost of performance of the Work is less than \$808,841.00, then the amounts of Local Agency and federal funds will be decreased in accordance with the funding ratio described in **A1**. **This applies to the entire scope of Work.**

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be \$674,850.00. For CDOT accounting purposes, the federal funds of \$674,850.00 and the Local Agency funds of \$133,991.00 will be encumbered for a total encumbrance of \$808,841.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total budget of this funding source is \$808,841.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total cost of the Work is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that any cost is subject to revisions agreed to by the parties prior to bid and award. The maximum amount payable will be reduced without amendment when the actual amount of the Local Agency's awarded Agreement is less than the budgeted total of the federal funds and the Local Agency funds. The maximum amount payable will be reduced through the execution of an Option Letter as described in Section 7. E. of this contract. **This applies to the entire scope of Work.**

D. Single Audit Act Amendment

All state and local government and non-profit organizations receiving \$750,000 or more from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of 2 CFR part 200, subpart F (Audit Requirements) see also, 49 CFR 18.20 through 18.26. The Single Audit Act Amendment requirements applicable to the Local Agency receiving federal funds are as follows:

i. Expenditure less than \$750,000

If the Local Agency expends less than \$750,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

ii. Expenditure of \$750,000 or more-Highway Funds Only

If the Local Agency expends \$750,000 or more, in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the "financial" procedures and processes for this program area.

iii. Expenditure of \$750,000 or more-Multiple Funding Sources

If the Local Agency expends \$750,000 or more in Federal funds, and the Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.

iv. Independent CPA

Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.

Exhibit D-1
Local Agency Resolution

Placeholder page to be replaced with executed Local Agency Resolution



Agenda Item Summary

MEETING DATE: October 28, 2024

SUBJECT: **Resolution No. 84-R-2024** – A Resolution of the Town of Mead, Colorado, Approving an Agreement by and between the Town of Mead, Colorado, and Sanborn Reservoir and Ditch Company for the Grant of a Revocable License for a Concrete Pedestrian Trail and Ditch Crossing

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

SUMMARY

The SH66 Pedestrian Crossing project will construct an underpass under SH 66 and a concrete pedestrian trail on the west side of CR 7 both north and south of the underpass. South of SH 66, the trail will be constructed within three overlapping easements, including two easements owned by Sanborn Reservoir and Ditch Company. The Town desires to enter into an agreement with Sanborn Reservoir and Ditch Company for the grant of a revocable license to construct, install, operate, use, inspect, maintain, repair, survey, and replace the trail as needed in the easement area.

A separate agreement with the other easement holder, Longs Peak Water District, was presented to and passed by the Board on August 26, 2024, Resolution No. 64-R-2024.

FINANCIAL CONSIDERATIONS

No financial considerations.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends the Board of Trustees approve the Resolution and agreement between the Town of Mead, Colorado, and Sanborn Reservoir and Ditch Company, granting a license for a Concrete Pedestrian Trail and Ditch Crossing. A motion to approve the October 28, 2024, consent agenda will approve the Resolution. If this item is pulled off the consent for further discussion or questions, Staff recommends the following motion:

Suggested Motion:

“I move to approve Resolution 84-R-2024, A Resolution of the Town of Mead, Colorado, approving an agreement between the Town of Mead, Colorado, and Sanborn Reservoir and Ditch Company granting a license for a Concrete Pedestrian Trail and Ditch Crossing.”

ATTACHMENTS

Resolution No. 84-R-2024
Exhibit 1 - Sanborn Reservoir and Ditch Crossing Agreement

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 84-R-2024**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO,
APPROVING AN AGREEMENT BY AND BETWEEN THE TOWN OF MEAD,
COLORADO, AND SANBORN RESERVOIR AND DITCH COMPANY FOR
THE GRANT OF A LICENSE FOR A CONCRETE PEDESTRIAN TRAIL AND
DITCH CROSSING**

WHEREAS, the Town of Mead (the “Town”) intends to construct an underpass under SH 66 and a concrete pedestrian trail on the west side of CR 7 both North and South of the underpass (the “SH66 Pedestrian Crossing Project”); and

WHEREAS, on the South side of SH 66, the concrete trail will be constructed within three (3) overlapping easements, including two easements owned by Sanborn Reservoir and Ditch Company (“Sanborn”); and

WHEREAS, the Town and Sanborn have negotiated a revocable license agreement (the “Agreement”) that will allow the Town to construct, install, operate, use, inspect, maintain, repair, survey, and replace the trail as needed; and

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

WHEREAS, the Town has already entered into a separate agreement with the other easement holder, Longs Peak Water District, on August 26, 2024 via Resolution No. 64-R-2024; and and

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

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

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

Section 2. The Board of Trustees hereby: (a) approves the Agreement in 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 Town Manager to execute the Agreement on behalf of the Town when in final form; and (d) delegates all necessary authority to the Town Clerk to record the Agreement with the Weld County Clerk and Recorder.

Section 3. Following the recording of the Agreement in the Weld County real property records, the Town Clerk shall retain a copy of the recorded Agreement in the Town records and shall provide a courtesy copy of the recorded Agreement to Sanborn.

Section 4. Effective Date. This resolution shall be 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 28TH DAY OF OCTOBER, 2024.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

EXHIBIT 1

**AN AGREEMENT BY AND BETWEEN THE TOWN OF MEAD, COLORADO, AND
SANBORN RESERVOIR AND DITCH COMPANY FOR THE GRANT OF A REVOCABLE
LICENSE FOR A CONCRETE PEDESTRIAN TRAIL AND DITCH CROSSING**

**AN AGREEMENT BY AND BETWEEN THE TOWN OF MEAD, COLORADO AND
SANBORN RESERVOIR AND DITCH COMPANY FOR THE GRANT OF A
REVOCABLE LICENSE FOR A CONCRETE PEDESTRIAN TRAIL AND DITCH
CROSSING**

THIS TRAIL LICENSE AND DITCH CROSSING AGREEMENT is made and entered into by and between the Town of Mead (the “Town”) and Sanborn Reservoir and Ditch Company, a Colorado Nonprofit Corporation with a principal address of 13500 County Line Road 13, Longmont, CO 80504 (“Sanborn”), (each individually a “Party” and collectively the “Parties”).

RECITALS

A. The Town is the owner of certain real property located in the Town of Mead, Weld County, identified as Parcel 120728104002 of Liberty Ranch Filing 2, 2nd Amendment in Section 28, Township 3N, Range 68W, at Reception Number 396232, as depicted in **Exhibit A** attached hereto (the “Property”).

B. The Town desires to construct a public concrete pedestrian trail (the “Trail”) located along the west side of the Property as depicted in **Exhibit B** attached hereto.

C. The Trail will be located in a 25’ Pedestrian Utility & Landscape Easement (Rec. No. 3797671) owned by the Town (“Licensed Premises”); and

D. The Trail will also be located within three overlapping easements on the Property: (1) a 30’ water easement owned by Longs Peak (Rec. No. 3602765); (2) a 25’ water line easement owned by Sanborn (Rec. No. 3653911), and (3) a 25’ Sanborn Reservoir and Ditch Company Easement owned by Sanborn (Rec. No. 3653797); and

E. The Parties desire to enter into this License Agreement to memorialize the terms of permission for the Town to construct and maintain the Trail.

AGREEMENT

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **LICENSE.** Sanborn hereby grants to the Town a revocable license for use of the Licensed Premises to construct, install, operate, use, inspect, maintain, repair, survey, replace, and remove—if necessary—the Trail as depicted in **Exhibit B** to this Agreement, subject to the following terms:

1.1 Sanborn shall design, construct, and install a grate over the splitter box located on the Property (as depicted in **Exhibit A**) and the Town shall reimburse the costs of designing, constructing, and installing such grate.

2. **PURPOSE OF THE TRAIL.** The purpose of the Trail shall be for the use of the public as a pedestrian and non-motorized vehicle recreational path. The only motorized vehicles permitted on the Trail are vehicles and/or motorized equipment owned or leased by the Town or owned or leased by a third-party contracted by the Town for the purpose of maintaining the Trail or Property, such as for snow plowing and/or landscaping.

3. **TERM.** This License Agreement shall commence on execution hereof and run in perpetuity so long as the Trail is used as a pedestrian trail is used consistent with the Purpose of the Trail set forth in Section 2 of this Agreement.

4. **NOTICES.** Any notice, or other communication given by any Party hereto to any Party relating to this Agreement shall be hand-delivered or sent by certified mail, return receipt requested, addressed to such other Party at their respective addresses as set forth below; and such notice, payment, or other communication shall be deemed given when so hand-delivered or three (3) business days after so mailed:

Town of Mead

Attn: Town Manager
441 3rd Street
Mead, CO 80542

Sanborn Reservoir and Ditch Company

Attn: Dale Rademacher
P.O. Box 646
Mead, CO 80542

Any party may direct the other in writing to send any notices to such addresses or to any addresses subsequently designated by that party in writing.

5. **CONTINUED RIGHTS OF EASEMENT.** All parties owning easement rights within the Licensed Premises shall retain all easement rights not inconsistent with the provisions of this Agreement.

6. **USE AND OPERATION OF LICENSED PREMISES.**

6.1 The Town shall coordinate with the designated Party representatives regarding the exact location and alignment of the Trail within the Licensed Premises prior to the initial installation thereof. It is the intent of the Parties that the Trail be located along the west side of the Property.

6.2 Any work within the Licensed Premises by the Town shall be accomplished in a manner that will cause the least injury to the surface of the Licensed Premises around such work and, following any work, the Town shall, at its sole cost and expense replace the earth so removed by it and restore the area to as near the same condition as it was prior to such work as is practical and reasonable under all of the circumstances.

6.3 The Town shall provide written notice to the other Parties a minimum of ten (10) days, or such other time period as agreed to between the Parties, prior to the

commencement of any work under this License Agreement, which notice shall include the estimated commencement and ending dates of all work, including restoration.

6.4 Sanborn shall have no obligation for any costs or expenses in connection with the installation, use, maintenance, operation, alteration, addition to, repair, replacement, reconstruction, inspection and/or removal of the Trail within the Licensed Premises; all such costs and expenses shall be solely the responsibility of the Town.

7. MAINTENANCE. During the initial installation of the Trail and during any alteration, repair, replacement, reconstruction and/or inspection activities related to the Trail, the Town shall keep and maintain the Licensed Premises in a clean, healthy, and safe condition and in a manner which will protect the general public and prevent, to the greatest degree practicable, interference with or disruption of the use and enjoyment of the Property by the other Parties.

8. MODIFICATION OF THE LICENSED PREMISES. The Parties mutually recognize the significant public benefit of the Trail to the surrounding residential neighborhoods. In the event the Parties believe it necessary to modify or relocate the Trail or in the event the relocation of the Trail is deemed necessary by the Parties, the Parties shall endeavor to agree to diligently explore and conclusively determine on a new location for the Trail. Any such relocation must be acceptable to the Parties. If the Trail is desired to be moved out of the easement areas onto a separate area of the Property, the Town shall only consult with the Parties to the extent that such Trail will be located within easements owned by the other Parties. Any such modification or relocation of the Trail shall be the sole responsibility of the Town and at the Town's sole costs and expense. In the event a relocation within the Licensed Area cannot be agreed upon, Sanborn, at its sole option may terminate this License Agreement in accordance with Section 12.0.

9. GOVERNMENTAL REGULATIONS COMPLIANCE WITH COVENANTS. The Town shall comply with all rules and regulations of any city, county, state, federal or other appropriate jurisdiction relating to its their use of the Licensed Premises.

10. INSURANCE. At all times during the term of this License Agreement the Town and/or its contractors shall maintain policies of insurance in amounts and types sufficient to insure against all obligations assumed by the Town pursuant to this License Agreement.

11. DISTURBANCE TO LICENSED PREMISES/INDEMNIFICATION. The Town shall exercise its privileges hereunder at its own risk. Sanborn shall not be liable to the Town if, for any reason whatsoever, the Town's occupancy or use of the Licensed Premises is hindered or disturbed. To the extent permitted by law, the Town shall indemnify, defend and hold Sanborn, its officers, board members, employees and agents harmless from and against any and all claims, causes of action or demands for any loss, cost, interest, penalties, expense or damage of any sort or nature and against all liability for any loss or expense resulting from, arising out of, or in any way connected with the occupancy or use of the Licensed Premises by the Town.

12. TERMINATION OR REVOCATION.

12.1 In the event of relocation of the Trail as provided in Section 8.0, Sanborn may terminate or revoke this License Agreement.

12.2 Upon termination of this License Agreement, unless otherwise mutually agreed upon by the Parties, the Town shall promptly remove all improvements and fixtures within the Licensed Premises, and restore the Licensed Premises to its original condition, all at the Town's sole cost and expense. In the event that the Trail is not removed and the Licensed Premises is not restored to its original condition as required in this License Agreement, in addition to all other remedies provided herein, Sanborn may at its sole option, remove and restore the same and Town shall immediately reimburse the Party for all costs and expenses related to such work, including without limitation any and all attorney fees and costs of collection.

13. ASSIGNMENT. The Town intends to convey a portion of the Property to Mountain View Fire Rescue. The Parties agree that this License Agreement shall be assigned to the Mountain View Fire Rescue for the portion of Trail that runs through such parcel that is conveyed to the Fire Rescue. Any portion of the Trail that is not conveyed to Mountain View Fire Rescue shall not be conveyed or assigned to any other third party without prior written approval by all Parties.

14. APPLICABLE LAW. This License Agreement shall be construed and interpreted in accordance with the laws of the State of Colorado, and the District Court of Weld County, Colorado shall have sole jurisdiction in deciding disputes under the terms of this License Agreement.

15. BINDING AGREEMENT. Subject to the provisions of Section 14.0 herein above, all of the covenants and conditions of this License Agreement shall inure to the benefit of and be binding on the parties' hereto, their successors and assigns.

16. COVENANTS. The provisions of this Agreement, and the burden and benefits herein, shall, subject to the provisions hereof, be covenants running with the Property during the term of this License Agreement and shall inure to the benefit of and be binding upon all future owners of the Property.

17. RECORDING. This License Agreement shall be recorded, and the Town shall pay any and all costs of such recording. The Parties agree to notify any successor in interest to the Property of this License Agreement and to provide any such successor a copy of this Agreement.

18. GOVERNMENTAL IMMUNITY. Nothing in this Agreement is intended to waive any protection afforded to the Town, or their officials, employees, and agents by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. or any other applicable law providing immunity to the Town, their officials, employees, and agents.

THIS AGREEMENT is executed and made effective as provided above.

TOWN OF MEAD, COLORADO

By: _____
Helen Migchelbrink, Town Manager

Date of execution: _____

ATTEST:

By: _____
Mary Strutt, MMC Town Clerk

**SANBORN RESERVOIR AND DITCH
COMPANY (The) (Water):**

By: _____

Printed Name: _____

Title: _____

Date of execution: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing License Agreement was subscribed, sworn to and acknowledged before me this ____
day of _____, 20____, by _____ as
_____ of _____, a
_____.

My commission expires: _____

(S E A L)

Notary Public

EXHIBIT A
DEPICTION OF PROPERTY

EXHIBIT A

Colorado Department of Transportation



10601 W. 10th ST.
GREELEY, CO 80631
Phone: 970-350-2152
FAX: 970-350-2178

Region 4

PTS



KING SURVEYORS

650 E. Garden Drive
Windsor, Colorado 80550
phone: (970) 686-5011

Sheet Revisions

Date mm/dd/yy	Description XXXXXXXX	Initials XXX

Sheet Revisions

Date mm/dd/yy	Description XXXXXXXX	Initials XXX

Sheet Revisions

Date mm/dd/yy	Description XXXXXXXX	Initials XXX

Right of Way Plans

Plan Sheet

Project Number: TAP M870-006

Project Location: C066_CR7 Pedestrian Crossing

Project Code:	Last Mod. Date	Subset	Sheet No.
23383	6-27-2024	7.01 to 7.07	7.01

PRELIMINARY

LINE TABLE		
LINE	BEARING	LENGTH
L23	N08°17'43"W	62.97'
L24	N00°22'47"W	338.14'
L25	N00°22'47"W	166.61'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C9	47.40'	100.00'	27°09'38"	46.96'	N21°52'32"W
C10	122.44'	200.00'	35°04'34"	120.54'	N17°55'04"W
C11	40.04'	200.00'	11°28'13"	39.97'	N06°06'54"W
C12	80.08'	200.00'	22°56'27"	79.54'	N00°22'47"W
C13	40.04'	200.00'	11°28'13"	39.97'	N05°21'20"E

AREA OF MINIMAL
FLOOD HAZARD
ZONE X
08123C1860E,
Effective Date: 1/20/2016

REC. NO. 4378768

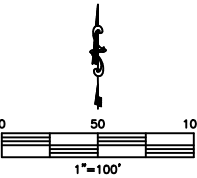
AREA OF MINIMAL
FLOOD HAZARD
ZONE X
08123C1880E,
Effective Date: 1/20/2016

NE1/4
SECTION 28
T.3N.,R.68W.

TRACT B, LIBERTY RANCH
FILING NO. 2, 2ND AMD.

NW1/4
SECTION 27
T.3N.,R.68W.

King Surveyors LLC, Job No. 20230080



FEMA flood information obtained from:
FIRM Map Numbers:
08123C1860E, Effective Date: 1/20/2016
08123C1880E, Effective Date: 1/20/2016

EXHIBIT A

Colorado Department of Transportation



10601 W. 10th ST.
GREELEY, CO 80631
Phone: 970-350-2152
FAX: 970-350-2178

Region 4

PTS



KING SURVEYORS

650 E. Garden Drive
Windsor, Colorado 80550
phone: (970) 686-5011

Sheet Revisions

Date mm/dd/yy	Description XXXXXXXX	Initials XXX

Sheet Revisions

Date mm/dd/yy	Description XXXXXXXX	Initials XXX

Sheet Revisions

Date mm/dd/yy	Description XXXXXXXX	Initials XXX

Right of Way Plans

Plan Sheet

Project Number: TAP M870-006

Project Location: C066_CR7 Pedestrian Crossing

Project Code:	Last Mod. Date	Subset	Sheet No.
23383	6-27-2024	7.01 to 7.07	7.02

PRELIMINARY

LINE TABLE		
LINE	BEARING	LENGTH
L25	N00°22'47"W	166.61'
L26	N00°22'47"W	45.53'
L27	N00°22'47"W	533.38'

AREA OF MINIMAL
FLOOD HAZARD
ZONE X
08123C1860E,
Effective Date: 1/20/2016

39' UTILITY EASEMENT
REC. NO. 3797671 (PLAT)
10/10/2011

15' PUBLIC UTILITY EASEMENT AGREEMENT
TO UNITED POWER INC
REC. NO. 4775525
11/12/21

CP-VENT
1002

REC. NO. 4395717

AREA OF MINIMAL
FLOOD HAZARD
ZONE X
08123C1880E,
Effective Date: 1/20/2016

NE1/4
SECTION 28
T.3N.,R.68W.

TRACT B, LIBERTY RANCH
FILING NO. 2, 2ND AMD.

30' LONGS PEAK
WATER DISTRICT EASEMENT
REC. NO. 3797671 (PLAT)
10/10/2011

25' SANBORN RESERVOIR
AND DITCH COMPANY ESMT
REC. NO. 3653911
10/13/2009

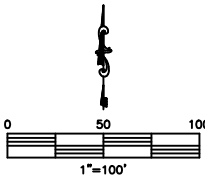
25' PEDESTRIAN, UTILITY &
LANDSCAPE EASEMENT
REC. NO. 3797671 (PLAT)
10/10/2011

S00°22'47"E 2651.88'
EAST LINE NE1/4, SECTION 28

REC. NO. 4378768

NW1/4
SECTION 27
T.3N.,R.68W.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C14	31.66'	200.00'	9°04'07"	31.62'	N04°09'17"E
C15	31.66'	200.00'	9°04'07"	31.62'	N04°09'17"E
C16	31.66'	200.00'	9°04'07"	31.62'	N04°54'51"W
C17	31.66'	200.00'	9°04'07"	31.62'	N04°54'51"W
C18	31.66'	200.00'	9°04'07"	31.62'	N04°09'17"E
C19	31.66'	200.00'	9°04'07"	31.62'	N04°09'17"E



FEMA flood information obtained from:
FIRM Map Numbers:
08123C1870E, Effective Date: 1/20/2016
0813C0300J, Effective Date: 12/18/2012

King Surveyors LLC, Job No. 20230080

EXHIBIT A

Colorado Department of Transportation



10601 W. 10th ST.
GREELEY, CO 80631
Phone: 970-350-2152
FAX: 970-350-2178

Region 4

PTS



KING SURVEYORS

650 E. Garden Drive
Windsor, Colorado 80550
phone: (970) 686-5011

Sheet Revisions

Date mm/dd/yy	Description XXXXXXXX	Initials XXX

Sheet Revisions

Date mm/dd/yy	Description XXXXXXXX	Initials XXX

Sheet Revisions

Date mm/dd/yy	Description XXXXXXXX	Initials XXX

Right of Way Plans

Plan Sheet

Project Number: TAP M870-006

Project Location: C066_CR7 Pedestrian Crossing

Project Code:	Last Mod. Date	Subset	Sheet No.
23383	6-27-2024	7.01 to 7.07	7.03

PRELIMINARY

LR INVESTMENTS LLC ET AL
(REC. NO. 4242502)

TRACT A, LIBERTY RANCH
FILING NO. 2, 1ST AMD.
(REC. NO. 3797671)

PE-01
TE-01
PE-01A
TE-01A

AREA OF MINIMAL
FLOOD HAZARD
ZONE X
08123C1860E,
Effective Date: 1/20/2016

NE1/4
SECTION 28
T.3N.,R.68W.

TRACT B, LIBERTY RANCH
FILING NO. 2, 2ND AMD.

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C20	44.82'	200.00'	12°50'19"	44.72'	N06°02'22"E
C21	44.82'	200.00'	12°50'19"	44.72'	N06°02'22"E
C22	41.00'	115.00'	20°25'44"	40.79'	N09°50'05"E
C23	79.75'	200.00'	22°50'47"	79.22'	N08°37'34"E
C24	38.01'	1015.00'	2°08'44"	38.00'	N03°52'11"W
C25	151.05'	300.00'	28°50'57"	149.46'	N19°22'02"W

15' PUBLIC UTILITY EASEMENT AGREEMENT
TO UNITED POWER INC
REC. NO. 4775525
11/12/2021

25' SANBORN RESERVOIR
AND DITCH COMPANY EASEMENT
REC. NO. 3653911
10/13/2009

30' ACCESS EASEMENT
REC. NO. 3797671 (PLAT)
PT: 200+05.87
200+00

PC: 199+16.24

PRC: 199+61.05

PT: 200+05.87

P.O.B. PE-01 & TE-01
N02°54'05"W 2078.70'
FROM E1/4 COR SEC 28

P.O.C. PE-01 & TE-01
N01°45'44"W 2072.52'
FROM E1/4 COR SEC 28

S00°22'47"E 2651.88'
- EAST LINE NE1/4, SECTION 28

30' R.O.W.

REC. NO. 4395717

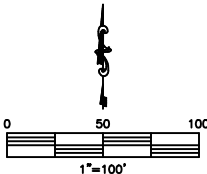
REC. NO. 4378768

AREA OF MINIMAL
FLOOD HAZARD
ZONE X
08123C1880E,
Effective Date: 1/20/2016

NW1/4
SECTION 27
T.3N.,R.68W.

LINE TABLE		
LINE	BEARING	LENGTH
L28	N00°22'47"W	254.67'
L29	N00°22'47"W	142.94'
L30	N02°47'49"W	12.73'
L31	N04°56'33"W	14.99'
L32	N33°47'30"W	12.88'
L47	S04°56'33"E	23.71'
L48	N89°37'13"E	9.00'
L78	S89°37'13"W	25.00'
L79	S89°37'13"W	16.00'
L80	N00°22'47"W	92.50'

LINE TABLE		
LINE	BEARING	LENGTH
L81	S89°37'13"W	5.00'
L82	N00°22'47"W	92.50'
L83	N89°37'13"E	21.00'
L84	S00°22'47"E	185.00'
L85	N00°22'47"W	10.00'
L86	S89°37'13"W	25.00'
L87	S00°22'47"E	195.00'
L88	N29°53'14"W	238.01'
L89	N29°53'14"W	265.03'
L91	S04°56'33"E	129.86'



FEMA flood information obtained from:
FIRM Map Numbers:
08123C1870E, Effective Date: 1/20/2016
0813C0300J, Effective Date: 12/18/2012

EXHIBIT A

Colorado Department of Transportation



10601 W. 10th ST.
GREELEY, CO 80631
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FAX: 970-350-2178

Region 4

PTS



KING SURVEYORS

650 E. Garden Drive
Windsor, Colorado 80550
phone: (970) 686-5011

Sheet Revisions

Date mm/dd/yy	Description XXXXXXXX	Initials XXX

Sheet Revisions

Date mm/dd/yy	Description XXXXXXXX	Initials XXX

Sheet Revisions

Date mm/dd/yy	Description XXXXXXXX	Initials XXX

Right of Way Plans

Plan Sheet

Project Number: TAP M870-006

Project Location: C066_CR7 Pedestrian Crossing

Project Code	Last Mod. Date	Subset	Sheet No.
23383	6-27-2024	7.01 to 7.07	7.04

PRELIMINARY

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°35'48"W	10.00'
L2	S13°58'30"W	136.63'
L3	S00°26'03"E	52.17'
L4	S28°14'30"W	162.00'
L5	S03°37'05"E	52.00'

LINE TABLE		
LINE	BEARING	LENGTH
L6	N03°37'05"W	54.87'
L7	N28°14'41"E	162.28'
L8	N00°26'03"W	108.31'
L9	N13°58'30"E	48.22'
L10	N00°26'03"W	162.70'

LINE TABLE		
LINE	BEARING	LENGTH
L19	S89°01'23"W	30.00'
L20	N00°26'03"W	88.89'
L21	N00°26'03"W	89.79'
L22	N00°26'03"W	88.25'
L33	N03°10'48"W	228.59'

LINE TABLE		
LINE	BEARING	LENGTH
L34	N30°15'56"E	30.01'
L35	N05°15'37"E	89.20'
L36	N13°58'30"E	57.72'
L37	N00°26'03"W	256.45'
L90	N89°01'23"E	103.33'

LINE TABLE		
LINE	BEARING	LENGTH
L92	S89°01'23"W	11.42'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	119.00'	11565.00'	0°35'22"	119.00'	N86°40'25"E
C2	10.00'	11565.00'	0°02'58"	10.00'	S86°21'15"W
C7	30.21'	11415.00'	0°09'06"	30.21'	S87°18'30"W
C8	480.02'	11415.00'	2°24'34"	479.98'	S85°55'38"W
C26	160.28'	300.00'	30°36'42"	158.38'	N18°29'09"W
C27	58.37'	100.00'	33°26'44"	57.55'	N13°32'34"E
C28	87.29'	200.00'	25°00'19"	86.59'	N17°45'47"E
C29	15.21'	100.00'	8°42'53"	15.20'	N09°37'04"E
C30	25.15'	100.00'	14°24'34"	25.08'	N06°46'13"E
C40	78.86'	1150.00'	3°55'45"	78.85'	S02°58'41"E

SE1/4
SECTION 21
T.3N.,R.68W.

AREA OF MINIMAL
FLOOD HAZARD
ZONE X
08123C1860E,
Effective Date: 1/20/2016

EQUINOX MEAD LLC
REC. NO. 3518788

OUTLOT F,
FINAL PLAT,
MEAD PLACE
AMENDMENT NO. 1
(REC. NO. 4927625)

PE-03
TE-03

10' UTILITY EASEMENT
REC. NO. 4927625 (PLAT)
10/25/2023

DRAINAGE EASEMENT
REC. NO. 4927625 (PLAT)
10/25/2023

30' WATERLINE EASEMENT
REC. NO. 3483472
6/14/2007

STATE HIGHWAY 66

TOWN OF MEAD
REC. NO. 3492061

JILDARDO GOMEZ
REC. NO. 4911909
RW-02A

15' GRANT OF EASEMENT
TO UNITED POWER INC
REC. NO. 4911465
7/27/2023

20' GAS EASEMENT
REC. NO. 3374719
3/30/2006

TRACT A, LIBERTY RANCH
FILING NO. 2, 1ST AMD.
(REC. NO. 3797671)

FEMA flood information obtained from:
FIRM Map Numbers:
08123C1870E, Effective Date: 1/20/2016
0813C0300J, Effective Date: 12/18/2012

30' WATERLINE EASEMENT
REC. NO. 3483472
6/14/2007

TRACT 1
WEINGARDT
ESTATES

SW1/4
SECTION 22
T.3N.,R.68W.

AREA OF MINIMAL
FLOOD HAZARD
ZONE X
08123C1880E,
Effective Date:
1/20/2016

BASIS OF BEARINGS: N00°26'03"W 2648.82'
EAST LINE SE1/4, SECTION 21

WCR 7

P.O.B. PE-03
P.O.C. TE-03
N21°17'49"W 252.72'
FROM SE COR SEC 21

JILDARDO GOMEZ
REC. NO. 4911909
RW-02

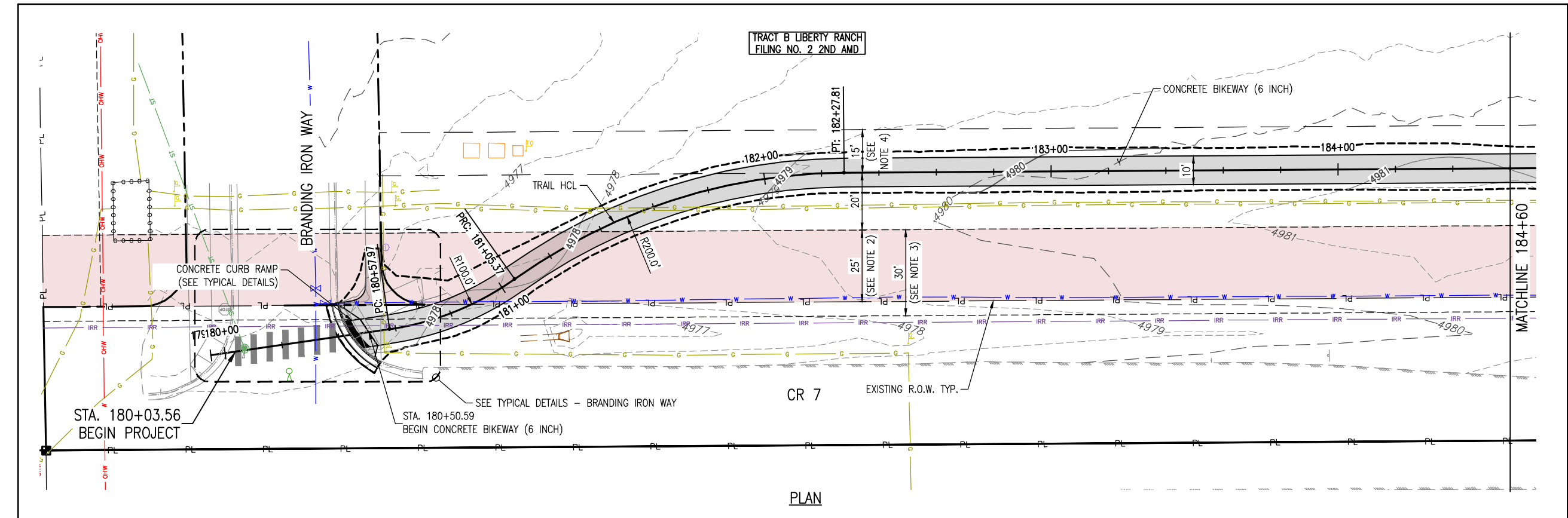
P.O.B. RW-02
P.O.C. RW-02A, PE-01A
& TE-01A
SE COR SEC 21

CP-66
1004
P.O.B. RW-02A

King Surveyors LLC, Job No. 20230080

EXHIBIT B
TRAIL IMPROVEMENTS

EXHIBIT B



LEGEND

- X REMOVAL OF TREE
- PROPOSED GRADING
- CATCH/FILL LINE
- EXISTING CONTOURS

NOTES:

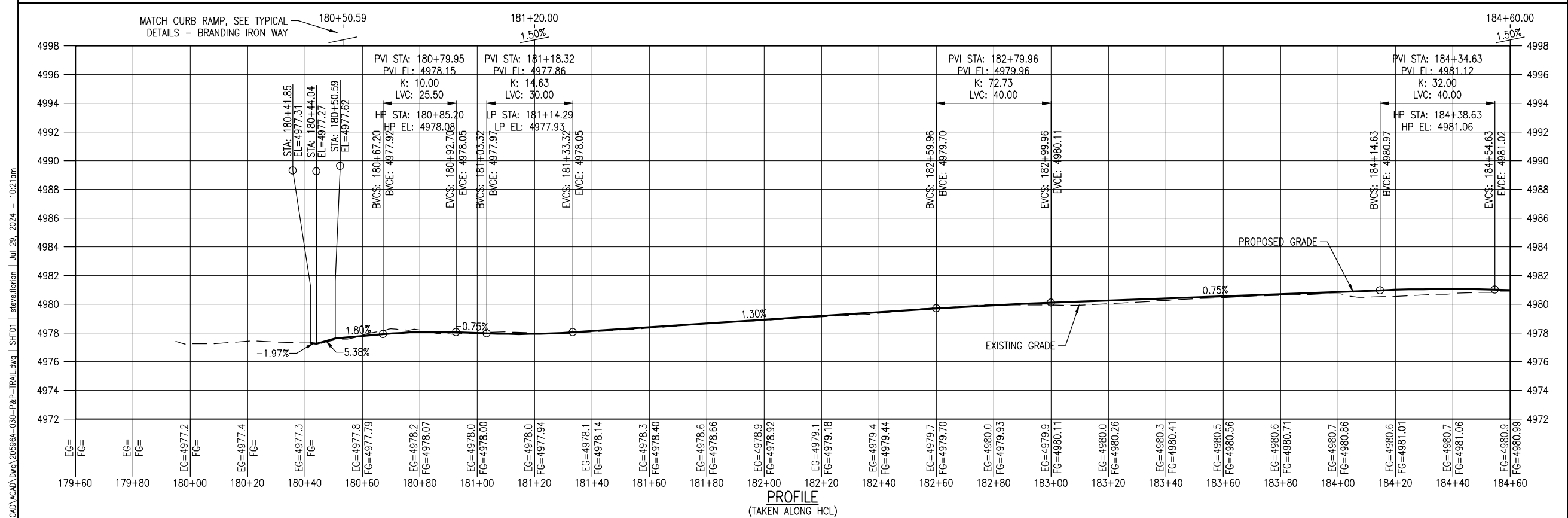
- SIDEWALK AND CONCRETE PAVEMENT REMOVALS SHALL EXTEND TO THE NEAREST JOINT.
- 25' SANBORN RESERVOIR AND DITCH COMPANY ESMT 3653797 AND 25' PEDESTRIAN, UTL & LANDSCAPE EASEMENT.
- 30' LONGS PEAK WATER DISTRICT EASEMENT REC. NO. 3602765.
- 15' UNITED POWER UTILITY EASEMENT.
- EXISTING UTILITIES SOUTH OF 204+00 ARE QUALITY LEVEL C & D. CONTRACTOR SHALL LOCATE UTILITIES AS REQUIRED.

CROSS SLOPE DIAGRAM

X+XX.XX ← HCL STATION

X.XX ← TRAIL X-SLOPE %
(LOOKING AHEAD STATION)

ME% = MATCH EXISTING



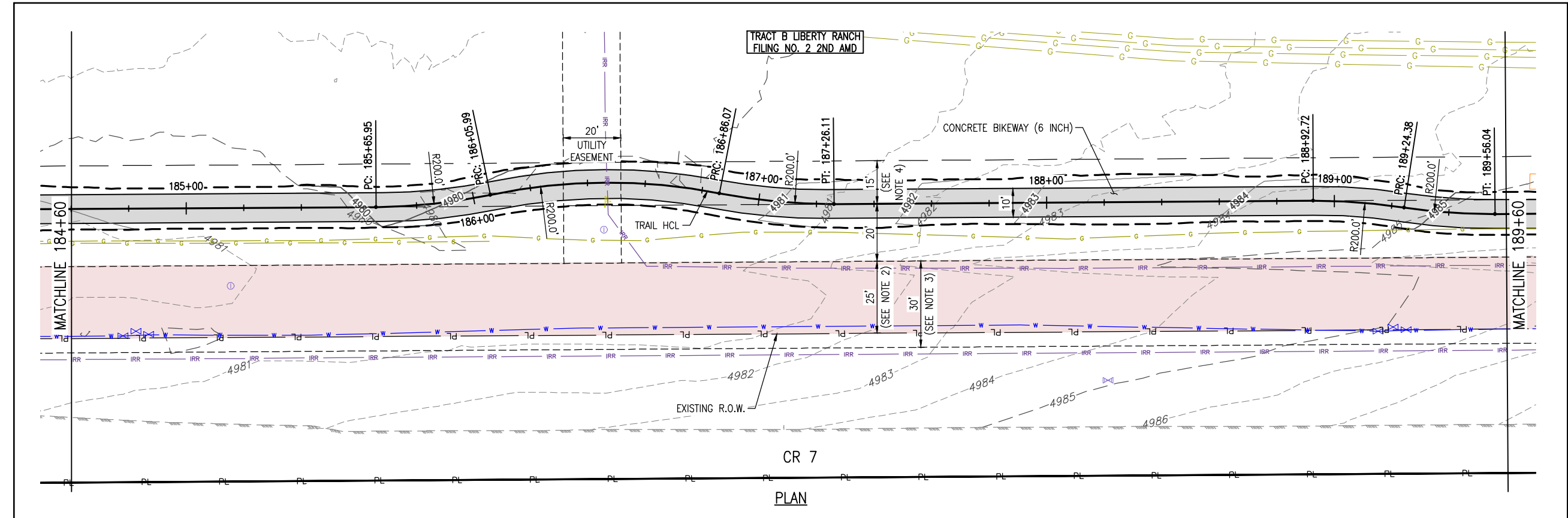
811
Know what's below.
Call before you dig.

0' 20' 40' 0'

8' 4' 0'

PROJECT 20596A-030-P&P-TRAIL.dwg All seals for this set of drawings are applied to the cover page(s)	Print Date: Jul 29, 2024	<
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EXHIBIT B



LEGEND

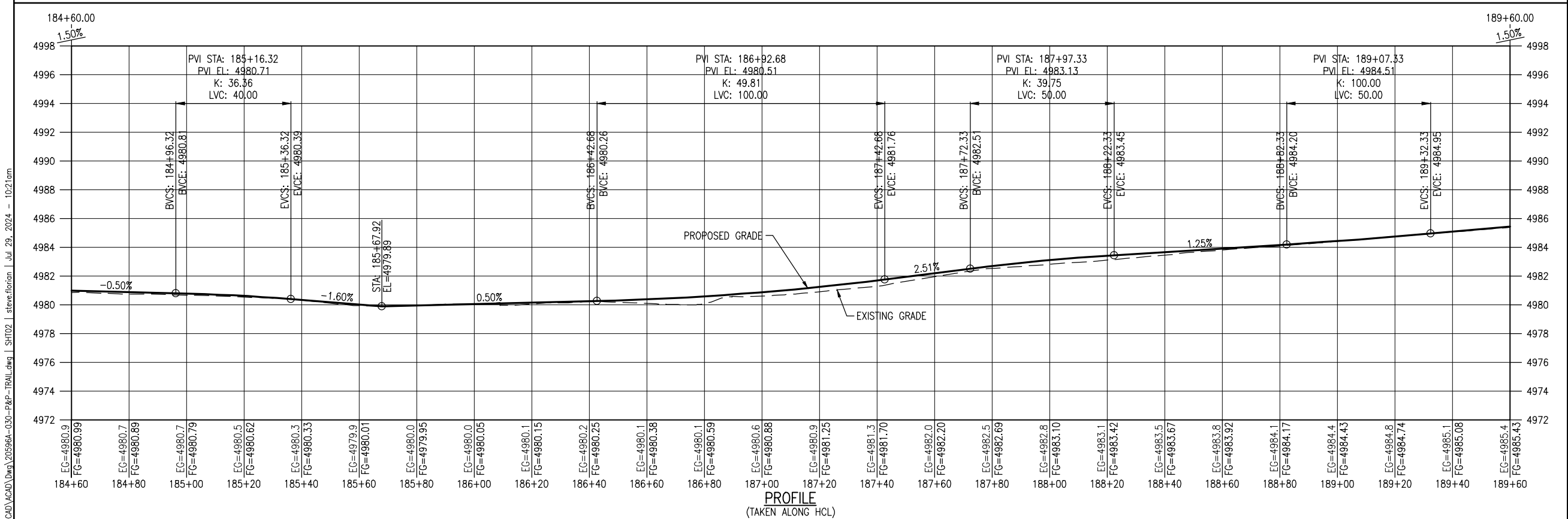
- X REMOVAL OF TREE
- PROPOSED GRADING
- CATCH/FILL LINE
- EXISTING CONTOURS

NOTES:

1. SIDEWALK AND CONCRETE PAVEMENT REMOVALS SHALL EXTEND TO THE NEAREST JOINT.
2. 25' SANBORN RESERVOIR AND DITCH COMPANY ESMT 3653797 AND 25' PEDESTRIAN, UTL & LANDSCAPE EASEMENT.
3. 30' LONGS PEAK WATER DISTRICT EASEMENT REC. NO. 3602765.
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X+XX.XX ← HCL STATION
X.XX ← TRAIL X-SLOPE % (LOOKING AHEAD STATION)
MEZ=MATCH EXISTING

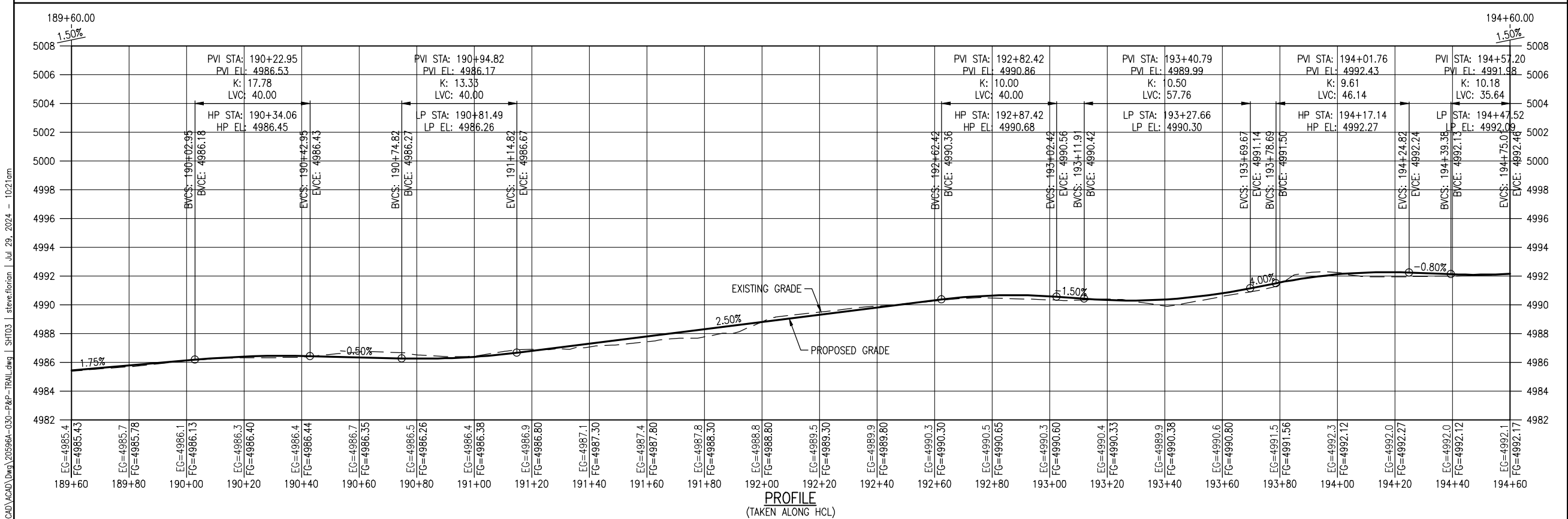
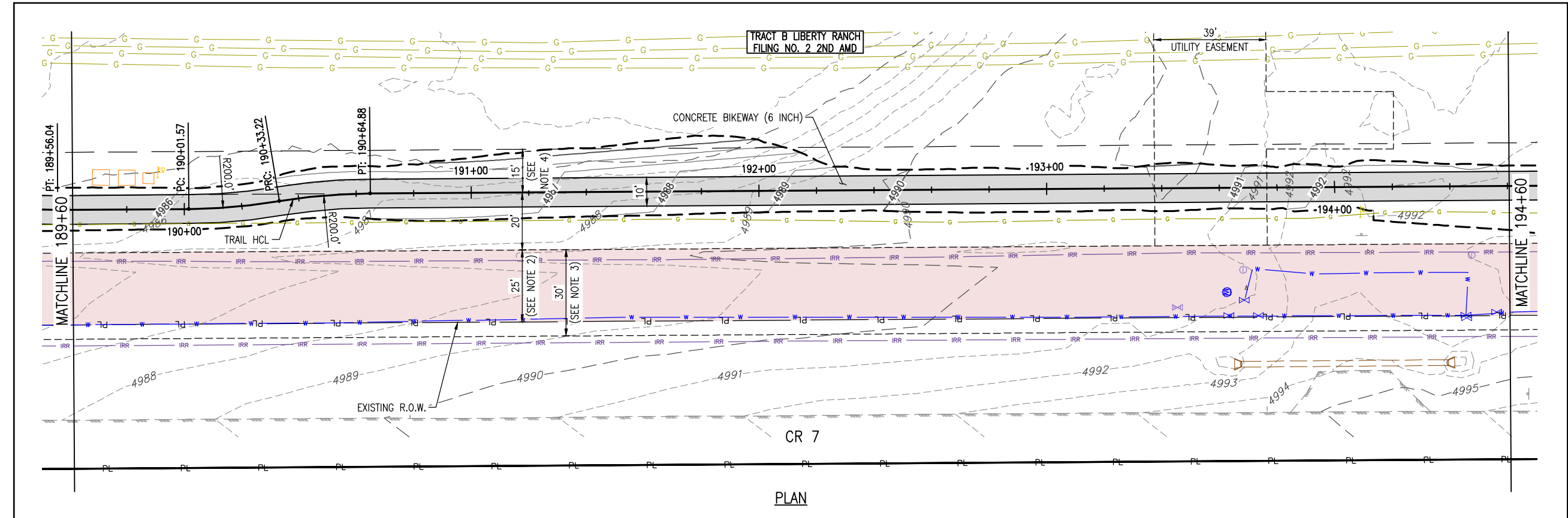


811
Know what's below.
Call before you dig.

0' 20' 40' 8' 4' 0'

PROJECT: 20596A-030-TRAIL.dwg All seals for this set of drawings are applied to the cover page(s)	Print Date: Jul 29, 2024		Sheet Revisions				Colorado Department of Transportation  1420 Second Street Greeley, CO 80631 Region 4	As Constructed		CO 66 GRADE SEPARATED CROSSING AT CR 7 TRAIL PLAN & PROFILE (184+60.00 TO 189+60.00)			Project No./Code		
	File Name: 20596A-030-P&P-TRAIL.dwg		Date:	Comments	Init.			No Revisions:					TAP M870-006		
	Horiz. Scale: Vert. Scale:							Revised:		Designer: B. Zaugg		Structure Numbers		23383	
								Void:		Detailer: M. Cunningham					
										Sheet Subset: TRAILP&P		Subset Sheets: 2 of 11		Sheet Number 150	

EXHIBIT B



LEGEND

- X REMOVAL OF TREE
- PROPOSED GRADING
- - - CATCH/FILL LINE
- - - EXISTING CONTOURS

NOTES:

1. SIDEWALK AND CONCRETE PAVEMENT REMOVALS SHALL EXTEND TO THE NEAREST JOINT.
2. 25' SANBORN RESERVOIR AND DITCH COMPANY ESMT 3653797 AND 25' PEDESTRIAN, UTL & LANDSCAPE EASEMENT.
3. 30' LONGS PEAK WATER DISTRICT EASEMENT REC. NO. 3602765.
4. 15' UNITED POWER UTILITY EASEMENT.
5. EXISTING UTILITIES SOUTH OF 204+00 ARE QUALITY LEVEL C & D. CONTRACTOR SHALL LOCATE UTILITIES AS REQUIRED.

CROSS SLOPE DIAGRAM

X+XX.XX ← HCL STATION
X.XX ← TRAIL X-SLOPE % (LOOKING AHEAD STATION)

MEZ=MATCH EXISTING

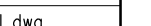
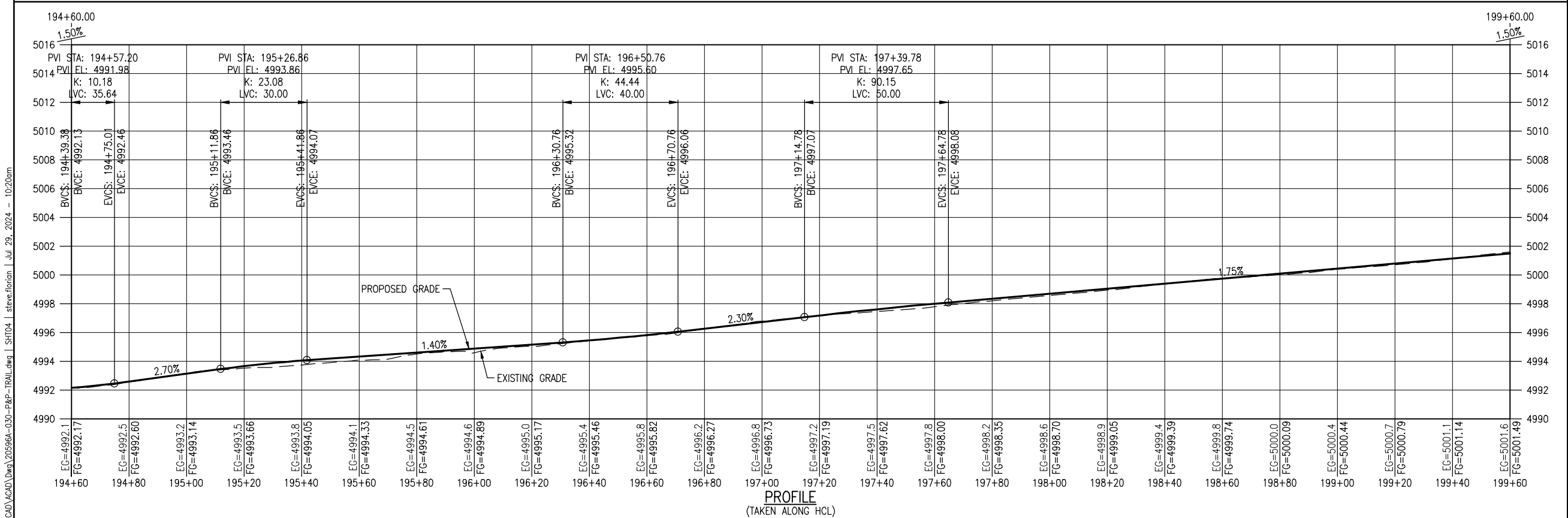
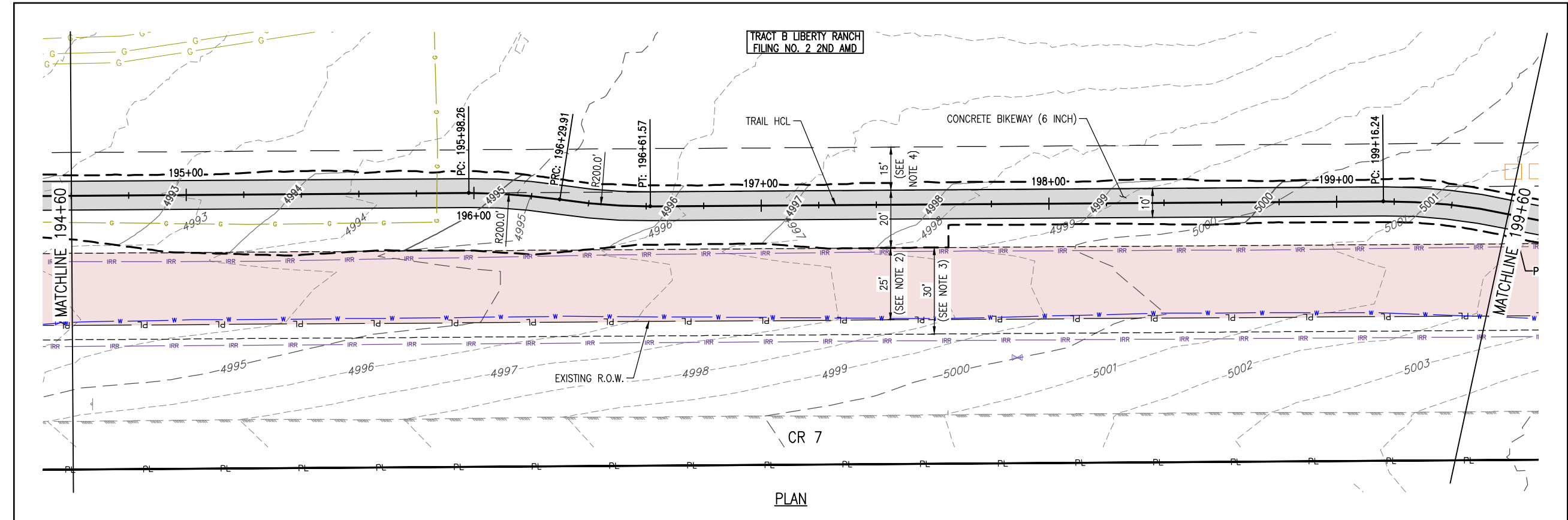
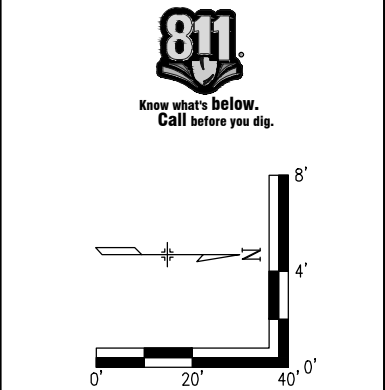
PROJECT: 20596A-030 All seals for this set of drawings are applied to the cover page(s)	Print Date: Jul 29, 2024		Sheet Revisions				Colorado Department of Transportation  1420 Second Street Greeley, CO 80631 Region 4	As Constructed		CO 66 GRADE SEPARATED CROSSING AT CR 7 TRAIL PLAN & PROFILE (189+60.00 TO 194+60.00)			Project No./Code		
	File Name: 20596A-030-P&P-TRAIL.dwg		Date:	Comments	Init.			No Revisions:					TAP M870-006		
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								Void:		Detailer: M. Cunningham		Numbers			
										Sheet Subset: TRAILP&P		Subset Sheets: 3 of 11		Sheet Number	

EXHIBIT B



- LEGEND**
- X REMOVAL OF TREE
 - PROPOSED GRADING
 - - - CATCH/FILL LINE
 - - - EXISTING CONTOURS
- NOTES:**
1. SIDEWALK AND CONCRETE PAVEMENT REMOVALS SHALL EXTEND TO THE NEAREST JOINT.
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 3. 30' LONGS PEAK WATER DISTRICT EASEMENT REC. NO. 3602765.
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- CROSS SLOPE DIAGRAM**
- X+XX.XX ← HCL STATION
X.XX ← TRAIL X-SLOPE % (LOOKING AHEAD STATION)
ME%=MATCH EXISTING



PROJECT: 20596A-030-P&P-TRAIL.dwg | SHTD4 | Steve Florian | Jul 29, 2024 - 10:20am

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Otak

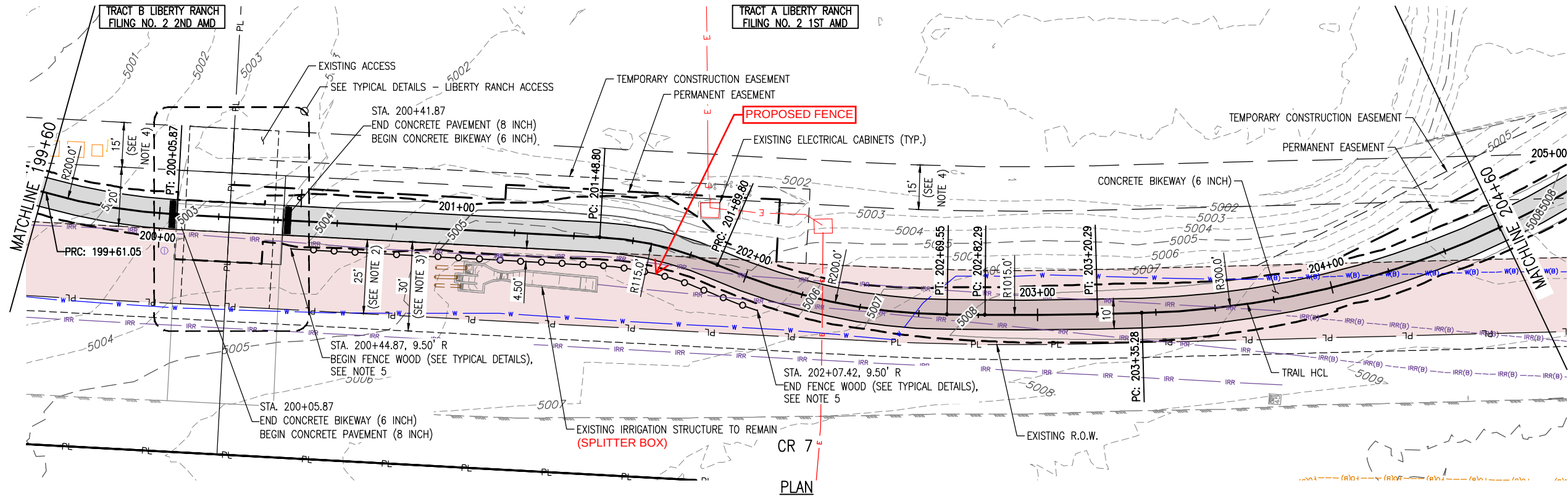
Sheet Revisions		
Date:	Comments	Init.



Colorado Department of Transportation
Region 4
1420 Second Street
Greeley, CO 80631

As Constructed		CO 66 GRADE SEPARATED CROSSING AT CR 7 TRAIL PLAN & PROFILE (194+60.00 TO 199+60.00)		Project No./Code	
No Revisions:		Designer: B. Zaugg Detailer: M. Cunningham		TAP M870-006	
Revised:		Structure Numbers		23383	
Void:		Sheet Subset: TRAILP&P Subset Sheets: 4 of 11		Sheet Number	

EXHIBIT B



LEGEND

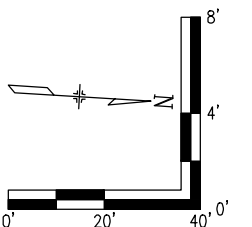
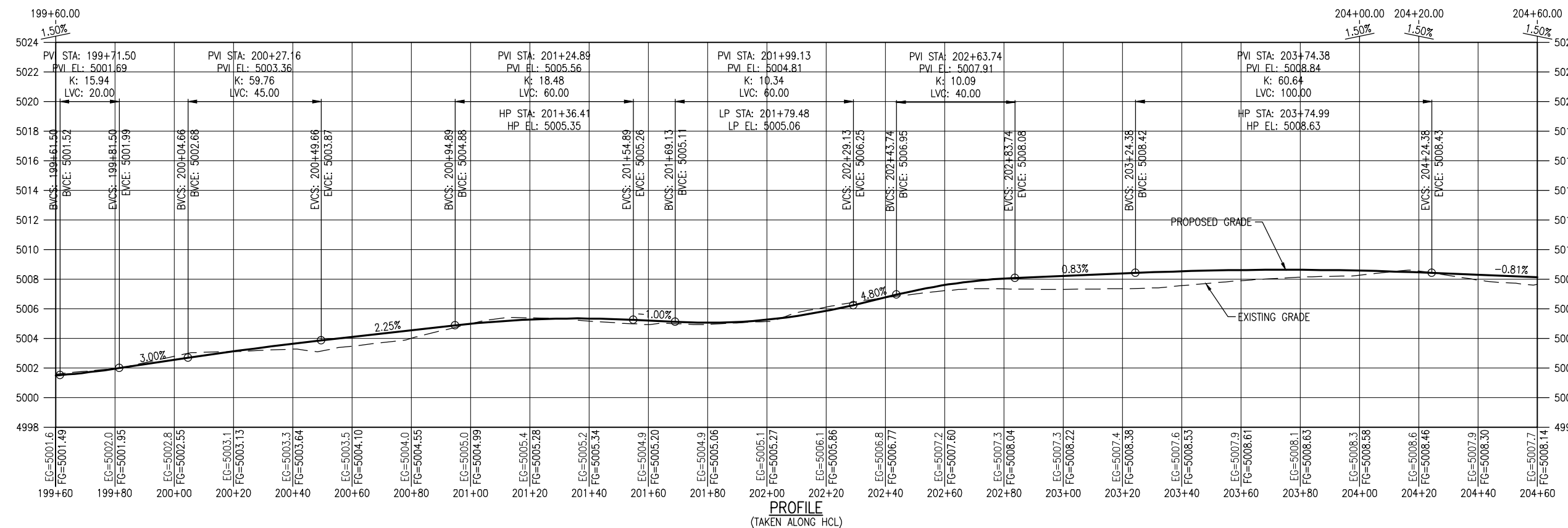
- X REMOVAL OF TREE
- PROPOSED GRADING
- CATCH/FILL LINE
- EXISTING CONTOURS

NOTES:

- SIDEWALK AND CONCRETE PAVEMENT REMOVALS SHALL EXTEND TO THE NEAREST JOINT.
- 25' SANBORN RESERVOIR AND DITCH COMPANY ESMT 3653797 AND 25' PEDESTRIAN, UTL & LANDSCAPE EASEMENT.
- 30' LONGS PEAK WATER DISTRICT EASEMENT REC. NO. 3602765.
- 15' UNITED POWER UTILITY EASEMENT.
- EXISTING UTILITIES SOUTH OF 204+00 ARE QUALITY LEVEL C & D. CONTRACTOR SHALL LOCATE UTILITIES AS REQUIRED.

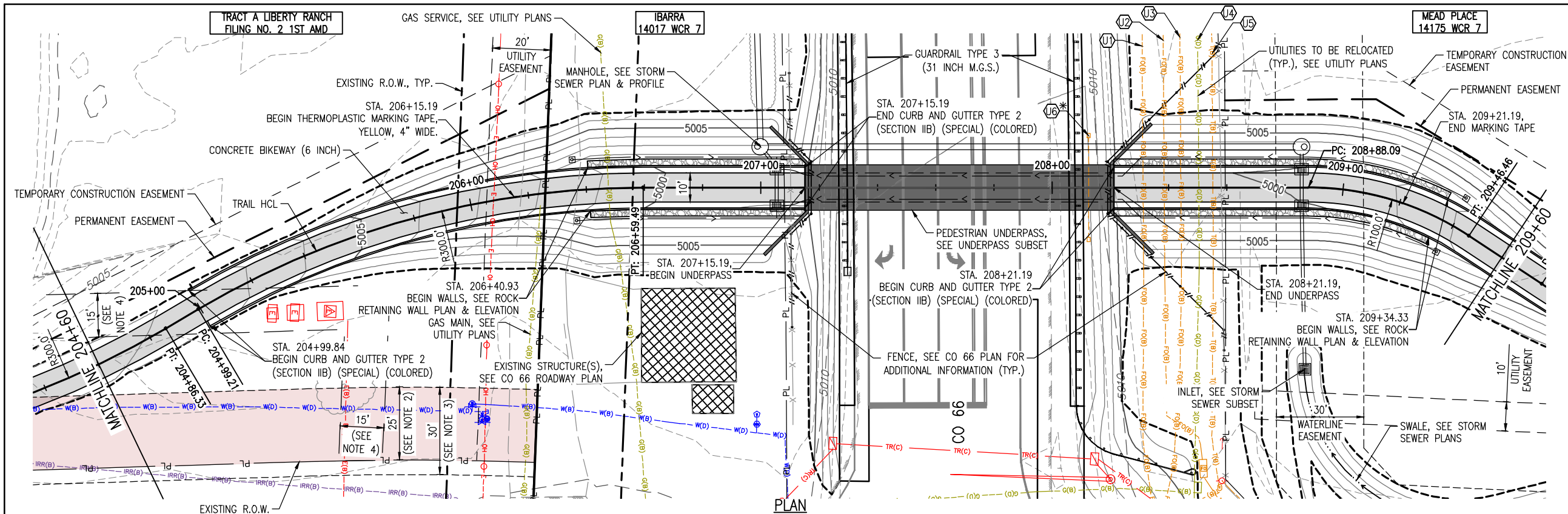
CROSS SLOPE DIAGRAM

- X+XX.XX ← HCL STATION
- X.XX ← TRAIL X-SLOPE %
(LOOKING AHEAD STATION)
- MEZ=MATCH EXISTING



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	File Name: 20596A-030-P&P-TRAIL.dwg		Date:	Comments	Init.			No Revisions:					TAP M870-006		
	Horiz. Scale: Vert. Scale:							Revised:		Designer: B. Zaugg		Structure		23383	
								Void:		Detailer: M. Cunningham		Numbers			
										Sheet Subset: TRAILP&P		Subset Sheets: 5 of 11		Sheet Number	

EXHIBIT B



LEGEND

- X REMOVAL OF TREE
- PROPOSED GRADING CATCH/FILL LINE
- EXISTING CONTOURS

NOTES:

1. SIDEWALK AND CONCRETE PAVEMENT REMOVALS SHALL EXTEND TO THE NEAREST JOINT.
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4. 15' UNITED POWER UTILITY EASEMENT.
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CROSS SLOPE DIAGRAM

X+XX.XX HCL STATION
X.XX TRAIL X-SLOPE %
(LOOKING AHEAD STATION)
MEZ=MATCH EXISTING

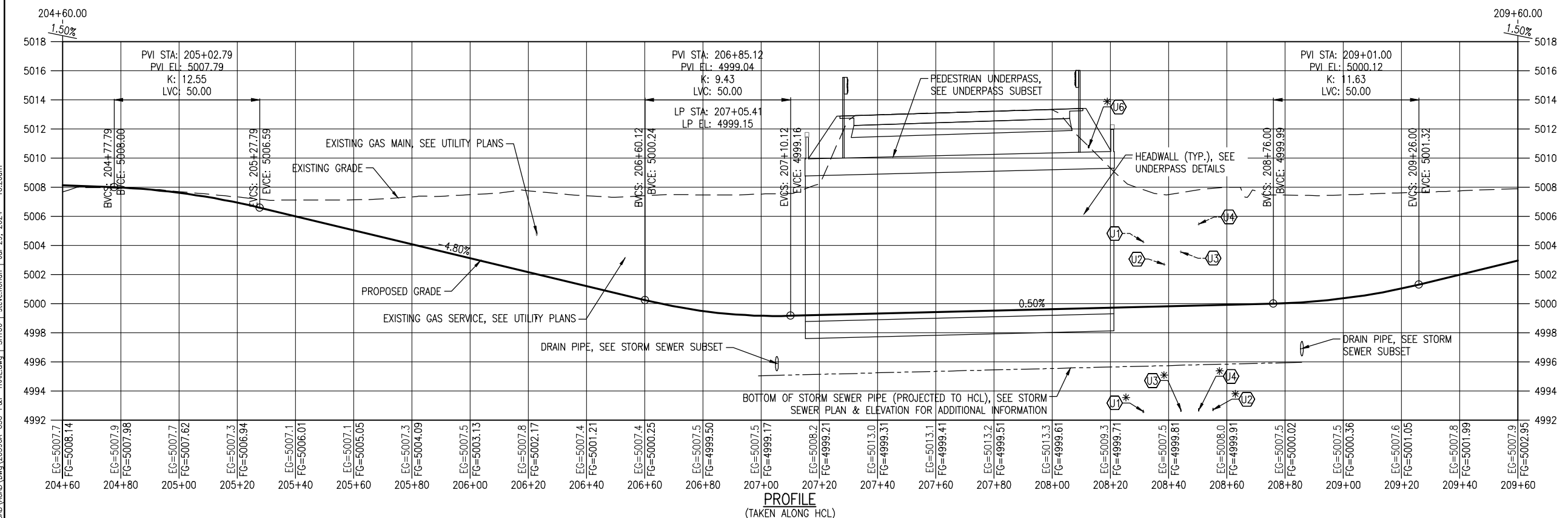
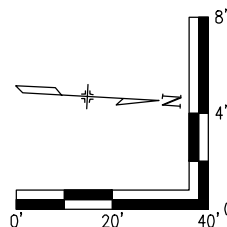
UTILITY KEY:

NOTE: SEE SUBSURFACE UTILITY ENGINEERING INSPECTION PLANS & UTILITY PLAN FOR ADDITIONAL INFORMATION.

- U1 UNITE PRIVATE NETWORKS
- U2 LUMEN (FORMALLY CENTURY LINK)
- U3 TDS TELECOM
- U4 XCEL ENERGY
- U5 LUMEN (FORMALLY CENTURY LINK), LINE IS CUT AND WAS NOT LOCATED
- U6 CDOT FIBER - 2-2" SCH 80 PVC CONDUITS
- *UN RELOCATED OR NEW UTILITY



Know what's below.
Call before you dig.



PROJECT: 20596A-030-P&P-TRAIL.dwg | SHT06 | Steve Foran | Jul. 29, 2024 | 10:20am

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Print Date: Jul 29, 2024
File Name: 20596A-030-P&P-TRAIL.dwg
Horiz. Scale: Vert. Scale:
Otak

Sheet Revisions		
Date:	Comments	Init.



Colorado Department of Transportation
1420 Second Street
Greeley, CO 80631
Region 4

As Constructed
No Revisions:
Revised:
Void:

CO 66 GRADE SEPARATED CROSSING AT CR 7
TRAIL PLAN & PROFILE
UNDERPASS (204+60.00 TO 209+60.00)
Designer: B. Zaugg
Detailer: M. Cunningham
Sheet Subset: TRAILP&P
Structure Numbers
Subset Sheets: 6 of 11

Project No./Code
TAP M870-006
23383
Sheet Number