



BOARD OF TRUSTEES

441 3rd Street, Mead
Tuesday, November 01, 2022

AGENDA

- I. 5:15 p.m.**
Work Session: GID Policy
- II. 6:00 p.m. to 10:00 p.m.**
REGULAR MEETING

In accordance with the Town's Disaster Declaration dated March 21, 2020 related to the COVID-19 virus and the Town's Emergency Electronic Participation Policy for Regular and Special Meetings, this meeting will be held virtually in Zoom. Virtual access information including the Zoom meeting link will be provided on the Town's website and at designated posting places at least 24 hours prior to the meeting.

1. Call to Order – Roll Call

Mayor Colleen Whitlow
Mayor Pro Tem David Adams
Trustee Brooke Babcock
Trustee Debra Brodhead
Trustee Chris Cartwright
Trustee Trisha Harris
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.](#) Managers Report

6. Informational Items

- a. Pavement Management Implementation
- b. Mead Area Chamber of Commerce

7. Proclamations

- [a.](#) National American Indian Heritage Month November 2022
- [b.](#) United Flight 629 Remembrance November 1, 2022
- [c.](#) Law Enforcement Records Personnel Week November 7 - November 11, 2022

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

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 10, 2022
- [b.](#) September 2022 Financials
- [c.](#) Check Register October 31, 2022

- d. **Resolution No. 79-R-2022** – A Resolution of the Town of Mead, Colorado, Approving Updated Compensation Structure Guidelines for Employees
- e. **Resolution No. 80-R-2022** – A Resolution of the Town of Mead, Colorado, Approving a Change Order to the Construction Agreement with Krische Construction Concerning Construction of the Public Works Facility
- f. **Resolution No. 81-R-2022** – A Resolution of the Town of Mead, Colorado, Approving that Certain Intergovernmental Agreement with the State of Colorado (acting by and through the Colorado Department of Transportation) for WCR 34 Bridge Over Mead Lateral Project (Project No. BRO M870-008 (24891))
- g. **Ordinance No. 1015** – An Ordinance of the Town of Mead, Colorado, Approving with Conditions the Waterfront Filing No. 1 Final Plat
- h. **Ordinance No. 1016** – An Ordinance of the Town of Mead, Colorado, Amending Chapter 12 of the Mead Municipal Code, Regarding General Improvement Districts
- i. **Resolution No. 82-R-2022** – A Resolution of the Town of Mead, Colorado, Adopting the Town of Mead General Improvement Districts Policy

10. Public Hearing

- a. **Red Barn Metropolitan District - Amended Service Plan**
 - i. **Amended Service Plan**

11. New Business

- a. **Resolution No. 83-R-2022** – A Resolution of the Town of Mead, Colorado, Opting Out of the Paid Family and Medical Leave Insurance Program

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

13. Elected Official Reports

- a. Town Trustees
- b. Mayor Whitlow

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

15. Executive Session Action Items

16. Adjournment

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

TO: Honorable Mayor and Trustees

FROM: Helen Migchelbrink, Town Manager

DATE: November 1, 2022

SUBJECT: Town Manager Report

- The 2022 Fall Clean-Up Days were held on October 14 and 15. The final count of visits was 637.
- The Bean Plant deconstruction and demolition is underway. Work hours are scheduled Monday through Friday 10-hour days (7am-5pm), with no currently planned weekend or holiday work. The project includes hazardous materials abatement prior to salvage, deconstruction, and/or demolition of the buildings.
- Weld County Road 9.5, between Hwy 66 and the north Ritchie Bros access drive, is closed through mid-November for construction of storm sewer and addition of a southbound turn lane for the Elevation 25 development. The detour route is posted.
- Chief Newbanks attended the IACP conference in Dallas October 15 through October 19.
- The Town received a COPS (Community Oriented Police Services) grant for \$250,000 from the federal government to help cover the salary costs of 2 full time officers.
- The Town is hosting a Business Appreciation lunch on November 9 at Town Hall. Representatives from local businesses are invited to enjoy lunch and meet other local business owners. RSVPs are needed by November 2.
- Agfinity has applied for a Fermented Malt Beverage (Beer) liquor license for their new convenience store which is currently under review. A liquor hearing will be scheduled for November 28, 2022.
- The bridge on WCR 34 over I-25 is open to full two-way traffic. New traffic signals are being installed and should be operational by November 15.
- The Home Depot Distribution Center is slated for opening by the end of the year.
- Municipal Court was held on October 20th with approximately 42 cases on the docket. November court will be held on November 3 as previously rescheduled.
- Ballots have been mailed out for the November 8 Municipal Election and must be returned by mail or dropped off at a Weld County Election Site. To register to vote, obtain a ballot or request a replacement ballot, citizens must visit a Weld County Election Services Center. The Town of Mead has one candidate for Mayor and five candidates for the four available Trustee positions. Candidates were invited to submit bios to the Times Call Voter Guide.
<https://www.timescall.com/2022/10/16/2022-voter-guide/>
- Key projects update:
 - Public Works Facility: The building is complete, and staff is in the process of moving into the facility. There is one outstanding item, evaporative coolers in the maintenance bay, that will be installed later due to supply chain issues.
 - 3rd and Welker Intersection –A FIR/FOR review meeting with CDOT was held on October 26.
 - Mead Community Center – Building demolition began the week of October 10 and work is expected to take approximately six weeks. The geotechnical investigation relative to the new facility design was completed this week, and design progress meetings are being held bi-weekly.
- YTD totals for new single family home permits:
 - 2022 YTD 92 SF Permits, 203 Certificates of Occupancy
- Boards and Commissions

- The Planning Commission is scheduled for November 16 with a public hearing for Sugar Beet Solar. The Commission has full membership with one alternate. The second alternate position is vacant.
- The Finance Committee reviewed the draft budget on October 18th. The committee had no further recommendations/changes.
- Human Resources
 - The Town is advertising open positions using NeoGov recruiting platform <https://www.governmentjobs.com/careers/townofmead>
 - Open positions include Planner I/II, Police Officer and Pavement Manager.

Community Development

- The Postle Filing No. 2 Final Plat is scheduled for the November 14th Board meeting.
- The Access 25 Site Plan (Postle Filing. No. 2) is tentatively scheduled to appear before the Board this winter.
- Meadow Ridge Final Plat and SIA is tentatively scheduled to appear before the Board in December.
- The Sugar Beet Solar project that is being proposed near Mead Ponds, will be coming before the Board sometime this year. The applicant will hold a neighborhood meeting on November 2nd in the Community Room, at Town Hall, at 6:00 pm. This meeting is being held by the applicant to provide information and answer questions about the proposed development. Board members are welcome to attend.
- Staff is conducting research regarding parking ratios for multi-family and single-family attached residential uses and will likely draft a small code amendment to revise the parking regulations for multi-family and single-family attached residential uses. This amendment will likely appear before the Board sometime this winter.
- The Turion PUD is being finalized by the applicant. The PUD is tentatively scheduled to appear before the Planning Commission in January and the Board of Trustees soon after.

Public Works and Engineering

- The new Operations Supervisor, Cory Weiner, started October 24. The Pavement Manager position remains open.
- The culvert repair and wing wall project in North Creek started construction the week of October 24.
- 140+ trees were replaced at the Sorrento subdivision as part of the 2-year warranty. Other infrastructure repairs are also underway.
- The Raterink lift station has been formally transferred to the Town for sewer operation and maintenance.
- Bid documents for the Board room remodel are expected to be released this month.
- Staff has released the SH66 Underpass design RFP to three on-call firms.
- Staff reviewed the RFP's for the 1601 planning process at the CR 38/I-25 Interchange. Final clarifications from CDOT on level of design effort required are expected soon, after which a final selection can be made.

Community Engagement

- Christmas in the Park will be December 3, from 11 a.m. to 6 p.m. The annual event will feature family activities, food trucks, and Mead Area Chamber of Commerce Tree Raffle. The Parade of Lights will begin and 5 p.m. followed by the tree lighting in Town Park.
- Baller Basics youth program begins November 5 and runs through December 17. Preschool and kindergarten children will learn the rules for basketball through a 30-minute practice, followed by a 30-minute game on Saturdays.
- Sips and Snacks Coffee Club held their first gathering on October 24 at Ziggi's Coffee. 25 area seniors joined for an hour of coffee, snacks, and conversation.

- Older Active Adults are headed to the Boulder Dinner Theater to see Buddy: The Buddy Holly Story on December 11. The trip includes meal and transportation. The trip is sold out.

Police Department

- Victims' Assistance Program Collaboration
 - The coordinator, Alexis Gutierrez, will start on November 7th.
 - Frederick received notification of a \$51,000 award from VALE for 2023.
- The Town received an award of the Community Oriented Policing Services ("COPS") Hiring Program Grant for \$250,000 which is to be used to hire two new officers.
- Community Service Officer applicant is nearing the end of the background check and is expected to start in the next few weeks.



Mead Police Department

Mid-Monthly Activity - October 2022

STAFFING:

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

Officer Salazar is assigned to Mead Schools as an SRO.

The Community Service Officer position is vacant.

Officers Rollins, and Lima are in field training.

NOTABLE CALLS FOR SERVICE:

Crash – Hwy 66 / WCR 7 – 22ML04557 – 10/01/2022
Minor damage, non-injury, three vehicle crash.

Code – 2100 block of Kerry Street – 22ML04558 – 10/01/2022
Unsecured marijuana grow.

Warrant Arrest – Hwy 66 / WCR 5 – 22ML04570 – 10/02/2022
Driver arrested on active arrest warrant.

Assist Other Agency – Mead – 22ML04588 – 10/03/2022
Assisted Boulder PD with identification of felony suspects.

Hit and Run Crash – WCR 34 / I25 Frontage Road – 22ML04609 – 10/04/2022
Two vehicle, non-injury crash. Driver cited for careless driving and leaving the scene.

Welfare Check – Mead – 22ML04610 – 10/04/2022
Subject reported as suicidal. Unfounded.

Sex Assault – Mead – 22ML04612 – 10/05/2022
Reported to have occurred in Mead several months ago. Under investigation.

Code – 2500 Jarett Drive – 22ML04615 – 10/05/2022

Parking complaint.

Domestic Violence – Mead – 22ML04616 – 10/05/2022

Reported domestic violence was investigated and unfounded.

Disturbance – 14400 block of I25 Frontage Road – 22ML04629 – 10/05/2022

Utility worker accused of attempted vehicle assault on victim. Under investigation.

Child Abuse – Liberty Ranch Park – 22ML04632 – 10/05/2022

Reported child abuse was investigated and unfounded.

Stolen Vehicle – 16500 block of WCR 7 – 22ML04647 – 10/06/2022

Vehicle stolen from private lot. Recovered in Thornton.

Theft – U-Haul Storage – 22ML04654 – 10/06/2022

Victims reported items missing from storage unit.

Disturbance – Rocky Mountain Saloon – 22ML04657 – 10/06/2022

Witnesses reported an altercation in the parking lot.

Crash – WCR 32 / I-25 Frontage Road – 22ML04658 – 10/06/2022

Minor damage, non-injury, two vehicle crash.

Burglary – 14700 block of Jersey Drive – 22ML04662 – 10/07/2022

Officer responded to a burglary in-progress. Unfounded.

Warrant Arrest – Hwy 66 / WCR 9.5 – 22ML04685 – 10/08/2022

Passenger of traffic stop arrested on active arrest warrant.

Liquor Violation – Mead High School – 22ML04687 – 10/08/2022

Juveniles in possession/consumption of alcohol.

Welfare Check – I25 Frontage Road / WCR 32 – 22ML04701 – 10/09/2022

Female checked on and given courtesy ride.

Hit and Run Crash – WCR 13 / WCR 32 – 22ML04716 – 10/10/2022

Minor damage, non-injury, two vehicle crash. Suspect vehicle fled the scene.

Theft of Auto Parts – 100 block of Falcon Circle – 22ML04741 – 10/12/2022

Catalytic converter stolen off Toyota Prius.

Drugs / Weapons – Southbound I25 mm242 – 22ML4759 – 10/13/2022

Officers recovered drugs and stolen firearm on traffic stop.

Fraud – Mead – 22ML04770 – 10/13/2022

Victim scammed out of money over Instagram.

Fraud – Mead – 22ML04782 – 10/14/2022

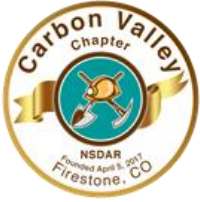
Several checks written on victim's account.

Theft – Kum and Go – 22ML04790 – 10/14/2022

Juveniles stealing items from convenience store.

Drugs – Northbound I25 mm243 – 22ML04794 – 10/15/2022

Officer observed illegal narcotics while assisting a motorist.



PROCLAMATION
National American Indian Heritage Month
November 2022

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

WHEREAS, the contributions of American Indians 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, Native American Awareness Week began in 1976 and recognition was expanded by Congress and approved by President George Bush in August 1990, designating the month of November, as National American Indian Heritage Month; and

WHEREAS, in honor of National American Indian Heritage Month, community celebrations as well as numerous cultural, artistic, educational, and historical activities have been; and

NOW, THEREFORE, I, Colleen Whitlow, Mayor, of the Town of Mead, do hereby proclaim the month of November 2022 as National American Indian Heritage Month.

Given under my hand and Seal of the Town of Mead, Colorado
On this 1st day of November 2022

Colleen G. Whitlow
Mayor



PROCLAMATION
Flight 629 Remembrance Day
November 1, 2022

WHEREAS, on November 1, 1955, United Air Lines Flight 629 was en route from Denver to Portland, Oregon when it exploded near Mead, subsequently crashing into surrounding farmlands, and tragically killing all 44 people on board; and

WHEREAS, citizens of Mead and the surrounding areas immediately volunteered as first responders and began searching for survivors. The volunteer first responders helped in the recovery of flight victims, victims' belongings, and debris, and in the investigation; and

WHEREAS, United Flight 629 was among the earliest in a continuum of airline violence and air piracy that led to calls for baggage screening and placement of air marshals on flights. Furthermore, this incident led to the creation of a federal law, signed by President Eisenhower in 1956, authorizing capital punishment for an act of aircraft sabotage resulting in death; and

WHEREAS, Mead and the surrounding communities rose to the occasion and displayed American spirit and heroism by immediately acting and volunteering as first responders. Flight 629 Remembrance Day seeks to honor the victims of Flight 629, their loved ones, and the hundreds of community members who volunteered during this horrific tragedy;

NOW, THEREFORE, I, Colleen Whitlow, Mayor, of the Town of Mead, do hereby proclaim November 1, 2022, as Flight 629 Remembrance Day.

Given under my hand and Seal of the Town of Mead, Colorado
On this 1st day of November 2022

Colleen G. Whitlow
Mayor



PROCLAMATION
Law Enforcement Records Personnel Week
November 7 – November 11, 2022

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 designated the 2nd week in November 2022 to recognize Law Enforcement Records Personnel;

NOW, THEREFORE, I, Colleen Whitlow, Mayor, of the Town of Mead, do hereby proclaim November 7 through November 11, 2022, as Law Enforcement Records Personnel Week for the vital services they perform.

Given under my hand and Seal of the Town of Mead, Colorado
On this 1st day of November 2022

Colleen G. Whitlow
Mayor



BOARD OF TRUSTEES

441 3rd Street, Mead
Monday, October 10, 2022

MINUTES

**I. 5:15 p.m. to 6:00 p.m.
MURA Special Meeting**

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

1. Call to Order – Roll Call

Mayor Colleen Whitlow called the Regular Meeting of the Board of Trustees to order at 6:05 p.m.

Due to the Town's Disaster Declaration of March 21, 2020 related to the COVID-19 virus, the meeting was held with virtual access provided through Zoom.

Present

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

Absent

None

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

Attending in person and via virtual access: members of the public.

2. Moment of Silence

Mayor Whitlow requested the observance of a moment of silence in honor of fallen firefighters.

3. Pledge of Allegiance to the Flag

The assembly pledged allegiance to the flag.

4. Review and Approve Agenda

Mayor Whitlow requested to amend the agenda to move Item 7.a. Fire Prevention Week Proclamation to after Item 5.a.

***Motion was made by Trustee Babcock, seconded by Trustee Schranz, to approve the amended agenda.
Motion carried 7-0, on a roll call vote.***

5. Staff Report: Town Manager Report

a. Managers Report

Town Manager Helen Migchelbrink discussed bean building fencing; Range View paving; WCR 9.5 closed southbound; bridge on Welker & I-25 to open this week; WCR 36 being paved; signal work continuing at I-25 & Welker. The Board discussed fall clean up days, bean plant buildings, signage, Margil Farms park improvements.

6. Proclamations

a. Fire Prevention Week October 9 - 15, 2022

Motion was made by Trustee Cartwright, seconded by Mayor Pro Tem Adams, to authorize of the Proclamation for Fire Prevention Week October 9 - 15. Motion carried 7-0, on a roll call vote.

Mountain View Fire Rescue District Deputy Chief Webb accepted the proclamation.

7. Informational Items

- a. United Power Capital Credit Presentation

Bill Meier and Ginny Buczek presented capital credit payment to the Board.

- b. Bean Plant Community Center

Town Engineer / Public Works Director Erika Rasmussen provided the timeline for the Bean Plant deconstruction and Community Center planning.

- c. 2022 Compensation and Benefit Study

Laurie Graves, Graves Consulting, provided a methodology report for the 2022 compensation and benefit study. Elaine Alberding, Precision Employment Consulting, provided an implementation plan based on the study. The consensus of the Board was to approve the study and budget for implementation in 2023.

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

There was no public comment at this time.

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

- a. Approval of Minutes - Regular Meeting September 26, 2022
- b. September 2022 Aged Receivables
- c. Check Register October 10, 2022
- d. **Resolution No. 77-R-2022** – A Resolution of the Town of Mead, Colorado, Approving an Amendment to the Intergovernmental Agreement Between the Town of Mead and the St. Vrain Valley School District RE-1J for a Joint School Resource Officer Program for the 2022-2023 School Year
- e. **Resolution No. 78-R-2022** - A Resolution of the Town of Mead, Colorado, Delegating Authority to the Town Manager to Execute a Written Amendment to the Subdivision Improvement Agreement Between the Town of Mead, Mead Industrial Development, LLC and Mead Investors 1, LLC (Postle Subdivision Filing No. 1 Final Plat)

Motion was made by Trustee Harris, seconded by Trustee Schranz, to approve the Consent Agenda. Motion carried 7-0, on a roll call vote.

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

There was no public comment at this time.

Mayor Whitlow called for a 5 minute recess at 7:55 p.m.

Trustee Harris left the meeting at 7:55 p.m.

Mayor Whitlow reconvened the Regular Meeting of the Board of Trustees for October 10, 2022 at 8:02 p.m.

11. 2023 Draft Budget Presentation

Town Clerk / Treasurer Mary Strutt and Lorraine Trotter, Professional Management Solutions, presented the 2023 draft budget and timeline for approval. The Board discussed reserves and additional town services.

12. Elected Official Reports

- a. Town Trustees

The Trustees discussed trash cans on I-25.

b. Mayor Whitlow

Mayor Whitlow thanked staff and consultants for the information provided to the Board

13. Adjournment

*Motion was made by Trustee Babcock, seconded by Trustee 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 9:03 p.m. on Monday, October 10, 2022.

Colleen G. Whitlow, Mayor

ATTEST:

Mary E. Strutt, MMC, Town Clerk

TOWN OF MEAD
COMBINED CASH INVESTMENT
SEPTEMBER 30, 2022

Section 9, Item b.

COMBINED CASH ACCOUNTS

99-01-1001	INDEPENDENT BANK - CHECKING	2,083,787.69
99-01-1002	TBK BANK - OFFICE CHECK	46,469.29
99-01-1003	TBK BANK - MONEY MARKET	146,729.58
99-01-1005	TBK BANK - FLEX DEBIT CARDS	22,253.24
99-01-1011	XPRESS DEPOSIT ACCOUNT	58,703.87
99-01-1023	COLOTRUST PLUS	10,682,637.08
99-01-1024	COLOTRUST PRIME	10,056.53
99-01-1025	CSIP	5,086,198.16
99-01-1026	CSAFE	12,154,227.00
99-01-1075	UTILITY CASH CLEARING	(2,035.00)
99-01-1076	A/R CASH CLEARING	2,035.00
99-01-1077	COURT CASH CLEARING	(1,190.00)
TOTAL COMBINED CASH		30,289,872.44
99-01-0100	CASH ALLOCATED TO OTHER FUNDS	(30,289,872.44)

TOTAL UNALLOCATED CASH	.00
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CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO GENERAL FUND	11,499,170.70
4	ALLOCATION TO STREET IMPROVEMENT FUND	1,685,600.79
5	ALLOCATION TO CONSERVATION TRUST FUND	67,505.69
6	ALLOCATION TO SEWER FUND	1,519,327.24
8	ALLOCATION TO POLICE FUND	239,447.59
9	ALLOCATION TO MUNICIPAL FACILITIES FUND	3,150,086.42
11	ALLOCATION TO DOWNTOWN FUND	15,110.91
13	ALLOCATION TO STORM DRAINAGE FUND	49,427.16
14	ALLOCATION TO TRANSPORTATION FUND	6,055,227.57
18	ALLOCATION TO PARKS & OPEN SPACE	1,664,576.50
19	ALLOCATION TO CAPITAL IMPROVEMENT FUND	931,152.98
20	ALLOCATION TO MEAD URBAN RENEWAL AUTHORITY	3,414,974.69
21	ALLOCATION TO ART IN PUBLIC PLACES FUND	(1,735.80)
TOTAL ALLOCATIONS TO OTHER FUNDS		30,289,872.44
ALLOCATION FROM COMBINED CASH FUND - 99-01-0100		(30,289,872.44)

ZERO PROOF IF ALLOCATIONS BALANCE	.00
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TOWN OF MEAD
BALANCE SHEET
SEPTEMBER 30, 2022

Section 9, Item b.

GENERAL FUND

ASSETS

01-01-0100	COMBINED CASH	11,499,170.70	
01-01-1007	CASH DRAWER - TOWN HALL	500.00	
01-01-1008	CASH DRAWER - POLICE	100.00	
01-01-1250	PROPERTY TAXES RECEIVABLE	1,243,835.23	
01-01-1300	A/R - BILLED ACCOUNTS	47,119.94	
01-01-1301	A/R - GENERAL	712,928.53	
01-01-1302	PREPAID EXPENSE	2,144.00	
01-01-1307	24HOUR FLEX DEPOSIT	1,500.00	
	TOTAL ASSETS		13,507,298.40

LIABILITIES AND EQUITY

LIABILITIES

01-02-2000	ACCOUNTS PAYABLE	64,091.17	
01-02-2300	457(B) DEFERRED COMP PAYABLE	(3,745.83)	
01-02-2302	FLEXPLAN PAYABLE	6,530.42	
01-02-2306	RESTITUTION PAYABLE	(100.00)	
01-02-2307	SURCHARGE PAYABLE	1,365.00	
01-02-2308	DEPOSITS PAYABLE	2,785.00	
01-02-2310	EMPLOYEE HEALTH INS. PAYABLE	8,204.70	
01-02-2311	FPPA PAYABLE	11,100.09	
01-02-2312	WORKERS COMP INSURANCE PAYABLE	(4,539.03)	
01-02-2314	401(A) CONTRIBUTIONS PAYABLE	8,957.35	
01-02-2400	FED. WITHHOLDING TAX PAYABLE	12,281.93	
01-02-2401	SOCIAL SECURITY TAX PAYABLE	7,985.22	
01-02-2402	MEDICARE TAX PAYABLE	3,417.20	
01-02-2403	STATE WITHHOLDING TAX PAYABLE	12,626.83	
01-02-2404	STATE UNEMPLOYMENT TAX PAYABLE	1,261.47	
01-02-2410	MISC PAYROLL PAYABLE	83,994.59	
01-02-2600	WARRANTY FUNDS	1,708,004.20	
01-02-2610	DEVELOPER DEPOSITS	193,500.00	
01-02-2615	DEVELOPER LIABILITIES	146,263.02	
01-02-2700	DEFERRED INFLOWS- PROPERTY TAX	1,243,835.23	
01-02-2705	DEFERRED REVENUE	580,626.60	
	TOTAL LIABILITIES		4,088,445.16

FUND EQUITY

01-02-3001	FUND BALANCE	6,481,615.96	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	2,937,237.28	
	BALANCE - CURRENT DATE	2,937,237.28	
	TOTAL FUND EQUITY		9,418,853.24
	TOTAL LIABILITIES AND EQUITY		13,507,298.40

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2022

Section 9, Item b.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
01-10-4000 PROPERTY TAX	9,871.25	1,238,126.99	1,243,835.00	5,708.01	99.5
01-10-4005 HIGHWAY USERS TAX	.00	.00	232,092.00	232,092.00	.0
01-10-4010 SALES TAX	240,306.10	2,676,583.16	3,341,447.00	664,863.84	80.1
01-10-4012 LODGING TAX	170.00	572.00	250.00	(322.00)	228.8
01-10-4015 ROAD & BRIDGE TAX	.00	61,025.85	80,000.00	18,974.15	76.3
01-10-4020 SPECIFIC OWNERSHIP TAX	9,838.82	65,136.00	70,000.00	4,864.00	93.1
01-10-4025 M.V. REGISTRATION	3,413.00	20,134.25	25,000.00	4,865.75	80.5
01-10-4030 BUILDING PERMIT USE TAX	51,129.74	953,738.42	986,108.00	32,369.58	96.7
01-10-4040 CIGARETTE TAX	1,725.40	7,581.56	12,000.00	4,418.44	63.2
01-10-4050 MURA REVENUE SHARING	.00	124,407.86	124,408.00	.14	100.0
01-10-4070 FEDERAL MINERAL LEASE	.00	33,767.21	25,000.00	(8,767.21)	135.1
01-10-4071 STATE SEVERANCE TAXES	.00	156,038.22	4,000.00	(152,038.22)	3901.0
TOTAL TAXES	316,454.31	5,337,111.52	6,144,140.00	807,028.48	86.9
<u>FEES AND PERMITS</u>					
01-11-4100 BUILDING PERMIT FEES	53,577.83	763,692.30	1,298,878.00	535,185.70	58.8
01-11-4102 OTHER PERMITS	3,043.00	18,065.50	34,000.00	15,934.50	53.1
01-11-4103 CONVENIENCE FEE	1,071.09	15,517.01	15,000.00	(517.01)	103.5
01-11-4110 BUILDING PERMIT - ADMIN. FEES	5,250.00	48,685.00	80,640.00	31,955.00	60.4
01-11-4111 PASSPORT FEES	65.00	4,960.00	8,000.00	3,040.00	62.0
01-11-4112 TOWN HALL/PARK FEES	75.00	1,827.50	4,800.00	2,972.50	38.1
01-11-4120 FRANCHISE FEES	18,697.15	196,162.54	200,573.00	4,410.46	97.8
01-11-4130 DEVELOPER APPLICATION FEES	6,672.49	64,953.80	100,000.00	35,046.20	65.0
01-11-4140 ROYALTIES	39,515.88	335,381.08	208,133.00	(127,248.08)	161.1
01-11-4145 STREET CUT PERMITS	.00	4,665.00	24,926.00	20,261.00	18.7
TOTAL FEES AND PERMITS	127,967.44	1,453,909.73	1,974,950.00	521,040.27	73.6
<u>LICENSES</u>					
01-12-4200 BUSINESS/SALES TAX LICENSE	(3,632.50)	5,760.00	30,000.00	24,240.00	19.2
01-12-4210 LIQUOR LICENSE	572.50	1,106.25	2,634.00	1,527.75	42.0
01-12-4220 PET LICENSES	25.00	485.00	650.00	165.00	74.6
TOTAL LICENSES	(3,035.00)	7,351.25	33,284.00	25,932.75	22.1

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2022

Section 9, Item b.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CHARGES FOR SERVICES</u>					
01-13-4303 MISC. BILLBACKS	.00	.00	300.00	300.00	.0
01-13-4304 IGA--SCHOOL RESOURCE OFFICERS	.00	.00	150,000.00	150,000.00	.0
01-13-4305 SCHOOL GUARD REIMBURSEMENT	28.00	9,292.50	14,000.00	4,707.50	66.4
01-13-4310 NEW DEVELOPMENT CHARGES	66,777.00	418,533.70	200,000.00	(218,533.70)	209.3
01-13-4624 SENIOR EVENT FEES	.00	125.00	2,500.00	2,375.00	5.0
01-13-4625 RECREATION REGISTRATION FEES	5,627.00	42,386.20	32,000.00	(10,386.20)	132.5
TOTAL CHARGES FOR SERVICES	72,432.00	470,337.40	398,800.00	(71,537.40)	117.9
<u>FINES AND FORFEITS</u>					
01-14-4420 COURT FINES	2,965.00	25,590.00	36,000.00	10,410.00	71.1
01-14-4422 COURT COSTS	1,000.00	9,635.00	9,300.00	(335.00)	103.6
01-14-4423 POLICE REPORTS	97.50	1,372.50	1,500.00	127.50	91.5
01-14-4620 MISC. POLICE INCOME	656.73	1,288.23	300.00	(988.23)	429.4
TOTAL FINES AND FORFEITS	4,719.23	37,885.73	47,100.00	9,214.27	80.4
<u>GRANTS & ECONOMIC DEVELOPMENT</u>					
01-15-4512 GRANT-WELD SENIOR FOUNDATION	.00	.00	2,750.00	2,750.00	.0
01-15-4516 GRANT - UNITED WAY	.00	.00	1,500.00	1,500.00	.0
01-15-4518 FED'L GRANT--AMER RESCUE PLAN	.00	594,567.84	594,568.00	.16	100.0
01-15-4526 POLICE GRANTS	.00	.00	1,500.00	1,500.00	.0
TOTAL GRANTS & ECONOMIC DEVELOPME	.00	594,567.84	600,318.00	5,750.16	99.0
<u>MISCELLANEOUS</u>					
01-18-4619 INTEREST & DIVIDEND INCOME	24,247.63	84,353.46	5,400.00	(78,953.46)	1562.1
01-18-4620 MISC. INCOME	1,332.57	17,344.84	10,000.00	(7,344.84)	173.5
01-18-4622 DONATIONS/FUNDRAISING	.00	5,040.00	10,000.00	4,960.00	50.4
01-18-4623 SALE OF ASSETS	.00	8,195.00	30,000.00	21,805.00	27.3
01-18-4625 METRO DISTRICT PAYMENTS	.00	29,755.92	45,000.00	15,244.08	66.1
01-18-4648 DELINQUENT INTEREST EARNED	719.19	1,951.86	.00	(1,951.86)	.0
TOTAL MISCELLANEOUS	26,299.39	146,641.08	100,400.00	(46,241.08)	146.1
TOTAL FUND REVENUE	544,837.37	8,047,804.55	9,298,992.00	1,251,187.45	86.5

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2022

Section 9, Item b.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
01-40-5001 SALARIES & WAGES	27,307.42	269,726.94	397,748.00	128,021.06	67.8
01-40-5050 CLEANING	.00	4,664.64	15,000.00	10,335.36	31.1
01-40-5055 OVERTIME	.00	223.07	1,000.00	776.93	22.3
01-40-5060 PAYROLL TAXES	1,483.37	20,007.06	31,721.00	11,713.94	63.1
01-40-5065 WORKERS COMP	196.61	2,068.46	5,000.00	2,931.54	41.4
01-40-5066 HEALTH INSURANCE	1,832.59	35,964.70	68,272.00	32,307.30	52.7
01-40-5067 DEFERRED COMP/RETIREMENT	1,873.44	18,931.91	23,000.00	4,068.09	82.3
01-40-5068 MEDICAL SAVINGS	197.50	2,308.73	3,480.00	1,171.27	66.3
01-40-5075 EMPLOYMENT/RECRUITMENT EXPENSE	122.96	1,587.42	500.00	(1,087.42)	317.5
01-40-5200 OFFICE SUPPLIES	691.80	3,810.59	12,000.00	8,189.41	31.8
01-40-5201 COMPUTER/TECHNOLOGY	2,998.69	36,830.36	40,000.00	3,169.64	92.1
01-40-5202 PRINTING EXPENSE	231.15	336.57	10,000.00	9,663.43	3.4
01-40-5203 UNIFORMS	.00	110.00	1,200.00	1,090.00	9.2
01-40-5205 POSTAGE	407.22	3,510.77	8,000.00	4,489.23	43.9
01-40-5210 OPERATING SUPPLIES	1,192.06	5,689.97	7,500.00	1,810.03	75.9
01-40-5212 FURNISHINGS	.00	1,421.49	5,000.00	3,578.51	28.4
01-40-5215 REPAIRS & MAINT	440.00	25,170.09	60,000.00	34,829.91	42.0
01-40-5253 GAS & OIL	58.44	389.14	1,000.00	610.86	38.9
01-40-5300 TELEPHONE	717.50	4,771.28	7,002.00	2,230.72	68.1
01-40-5305 UTILITIES	894.56	7,079.12	12,978.00	5,898.88	54.6
01-40-5310 TRASH REMOVAL	78.49	715.17	3,134.00	2,418.83	22.8
01-40-5315 COPIER EXPENSES	819.25	5,084.60	9,000.00	3,915.40	56.5
01-40-5320 PROPERTY & LIABILITY INSURANCE	48.65	4,428.52	7,455.00	3,026.48	59.4
01-40-5325 INTERNET/WEBSITE EXPENSE	.00	6,097.68	10,000.00	3,902.32	61.0
01-40-5330 TRAINING	1,586.10	10,454.29	22,000.00	11,545.71	47.5
01-40-5331 DUES AND SUBSCRIPTIONS	51.97	14,409.56	7,500.00	(6,909.56)	192.1
01-40-5332 TUITION REIMBURSEMENT	.00	3,000.00	6,000.00	3,000.00	50.0
01-40-5351 RED DEER LAKE MAINTENANCE	.00	.00	2,000.00	2,000.00	.0
01-40-5353 WATER ASSESSMENTS	.00	1,113.50	1,400.00	286.50	79.5
01-40-5400 LEGAL FEES	14,879.19	122,724.68	184,680.00	61,955.32	66.5
01-40-5401 CONSULTING FEES	11,382.28	96,026.69	130,952.00	34,925.31	73.3
01-40-5415 AUDIT FEES	.00	13,190.99	13,191.00	.01	100.0
01-40-5416 PASSPORT EXPENSES	.00	57.16	1,000.00	942.84	5.7
01-40-5425 COUNTY TREASURER'S FEE	105.88	12,373.67	12,438.00	64.33	99.5
01-40-5426 PROPERTY/SALES TAX REBATE	.00	874.52	1,000.00	125.48	87.5
01-40-5700 MISC. EXPENSE	159.28	5,200.43	10,000.00	4,799.57	52.0
01-40-5701 BANK FEES	1,841.83	18,926.71	11,000.00	(7,926.71)	172.1
01-40-5705 MILEAGE	.00	4,539.67	5,000.00	460.33	90.8
01-40-5720 CONTINGENCIES	.00	.00	25,000.00	25,000.00	.0
 TOTAL ADMINISTRATION	 71,598.23	 763,820.15	 1,173,151.00	 409,330.85	 65.1

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2022

Section 9, Item b.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>BOARD OF TRUSTEES</u>					
01-41-5001 SALARIES & WAGES	1,326.93	13,269.26	18,750.00	5,480.74	70.8
01-41-5030 MAYOR AND BOARD SALARIES	.00	19,344.00	26,592.00	7,248.00	72.7
01-41-5060 PAYROLL TAXES	100.70	2,460.63	3,469.00	1,008.37	70.9
01-41-5065 WORKERS COMP	1.38	31.41	150.00	118.59	20.9
01-41-5066 HEALTH INSURANCE	88.32	1,646.17	2,527.00	880.83	65.1
01-41-5067 DEFERRED COMP	66.34	663.40	1,073.00	409.60	61.8
01-41-5068 MEDICAL SAVINGS	3.12	56.16	102.00	45.84	55.1
01-41-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	500.00	500.00	.0
01-41-5201 COMPUTER / TECHNOLOGY	.00	5,914.00	10,000.00	4,086.00	59.1
01-41-5210 OPERATING SUPPLIES	15.54	63.49	2,000.00	1,936.51	3.2
01-41-5212 FURNISHINGS	.00	8,405.52	11,500.00	3,094.48	73.1
01-41-5230 ELECTIONS	.00	.00	15,000.00	15,000.00	.0
01-41-5320 PROPERTY & LIABILITY INSURANCE	19.45	1,963.88	2,982.00	1,018.12	65.9
01-41-5330 TRAINING	50.00	6,028.83	15,000.00	8,971.17	40.2
01-41-5331 DUES & SUBSCRIPTIONS	290.00	942.99	1,000.00	57.01	94.3
01-41-5340 PUBLISHED NOTICES	128.02	914.17	2,500.00	1,585.83	36.6
01-41-5341 ORDINANCE CODIFICATION	.00	2,593.91	6,500.00	3,906.09	39.9
01-41-5347 COMMUNITY CONTRIBUTIONS	.00	15,600.00	24,000.00	8,400.00	65.0
01-41-5430 RECORDING FEES	.00	705.00	4,000.00	3,295.00	17.6
01-41-5700 MISC. EXPENSE	65.85	1,769.09	5,000.00	3,230.91	35.4
01-41-5841 BOARD OUTREACH ACTIVITIES	5,994.30	11,708.86	10,000.00	(1,708.86)	117.1
TOTAL BOARD OF TRUSTEES	8,149.95	94,080.77	162,645.00	68,564.23	57.8

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2022

Section 9, Item b.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
01-42-5001 SALARIES & WAGES	103,262.24	888,121.49	1,343,687.00	455,565.51	66.1
01-42-5016 MERIT	.00	.00	54,747.00	54,747.00	.0
01-42-5022 POLICE	.00	184.00	.00	(184.00)	.0
01-42-5050 CLEANING	.00	4,146.17	6,000.00	1,853.83	69.1
01-42-5055 OVERTIME	3,364.44	40,054.06	25,000.00	(15,054.06)	160.2
01-42-5060 PAYROLL TAXES	2,412.40	21,903.15	29,536.00	7,632.85	74.2
01-42-5065 WORKERS COMP	2,859.48	28,110.21	20,000.00	(8,110.21)	140.6
01-42-5066 HEALTH INSURANCE	7,482.97	120,419.04	198,509.00	78,089.96	60.7
01-42-5067 DEFERRED COMP	128.72	3,194.92	5,000.00	1,805.08	63.9
01-42-5068 MEDICAL SAVINGS	85.59	1,536.08	4,000.00	2,463.92	38.4
01-42-5069 FPPA	8,279.57	68,563.28	106,339.00	37,775.72	64.5
01-42-5071 D&D	2,943.86	24,378.23	36,496.00	12,117.77	66.8
01-42-5075 EMPLOYMENT/RECRUITMENT EXPENSE	785.00	5,546.78	7,500.00	1,953.22	74.0
01-42-5200 OFFICE SUPPLIES	47.49	669.65	4,000.00	3,330.35	16.7
01-42-5201 COMPUTER / TECHNOLOGY	376.38	23,089.79	26,125.00	3,035.21	88.4
01-42-5203 UNIFORMS	.00	119.00	400.00	281.00	29.8
01-42-5210 OPERATING SUPPLIES	(24.72)	4,035.23	17,000.00	12,964.77	23.7
01-42-5215 REPAIR & MAINTENANCE	129.00	2,775.57	17,500.00	14,724.43	15.9
01-42-5216 FLEET R&M	124.72	7,260.77	20,000.00	12,739.23	36.3
01-42-5253 GAS & OIL	7,430.94	24,186.34	25,000.00	813.66	96.8
01-42-5254 UNIFORMS & TOOLS	2,442.51	19,510.87	17,800.00	(1,710.87)	109.6
01-42-5255 EQUIPMENT	1,605.95	32,151.34	66,710.00	34,558.66	48.2
01-42-5300 TELEPHONES	824.17	9,527.66	15,480.00	5,952.34	61.6
01-42-5305 UTILITIES	577.97	5,622.64	10,000.00	4,377.36	56.2
01-42-5310 TRASH REMOVAL	26.44	230.46	3,000.00	2,769.54	7.7
01-42-5315 COPIER EXPENSE	176.59	1,463.95	1,750.00	286.05	83.7
01-42-5320 GENERAL LIABILITY INSURANCE	272.34	27,994.61	45,992.00	17,997.39	60.9
01-42-5325 INTERNET/WEBSITE EXPENSE	132.45	1,057.10	.00	(1,057.10)	.0
01-42-5330 TRAINING	401.17	14,437.87	18,300.00	3,862.13	78.9
01-42-5331 DUES & MEMBERSHIPS	2,795.53	11,582.37	10,460.00	(1,122.37)	110.7
01-42-5332 TUITION REIMBURSEMENT	.00	1,714.00	6,000.00	4,286.00	28.6
01-42-5343 CONTRACTUAL SERVICES	187.27	34,704.32	30,841.00	(3,863.32)	112.5
01-42-5346 ANIMAL IMPOUND FEE	190.00	3,900.00	4,000.00	100.00	97.5
01-42-5347 COMMUNITY CONTRACT SERVICES	60.60	4,590.90	12,000.00	7,409.10	38.3
01-42-5348 PEST CONTROL	.00	.00	10,000.00	10,000.00	.0
01-42-5349 WELLNESS PROGRAM	.00	330.00	.00	(330.00)	.0
01-42-5350 LAB FEES	.00	.00	2,000.00	2,000.00	.0
01-42-5400 LEGAL FEES	.00	.00	15,000.00	15,000.00	.0
01-42-5500 CAPITAL OUTLAY	.00	26,125.57	.00	(26,125.57)	.0
01-42-5700 MISC. EXPENSE	1,469.86	3,836.75	7,000.00	3,163.25	54.8
TOTAL POLICE	150,850.93	1,467,074.17	2,223,172.00	756,097.83	66.0

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2022

Section 9, Item b.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY DEVELOPMENT</u>					
01-43-5001 SALARIES & WAGES	19,105.39	200,860.27	265,160.00	64,299.73	75.8
01-43-5055 OVERTIME	.00	.00	1,000.00	1,000.00	.0
01-43-5060 PAYROLL TAXES	1,471.13	15,270.15	20,361.00	5,090.85	75.0
01-43-5065 WORKERS COMP	19.78	228.51	700.00	471.49	32.6
01-43-5066 HEALTH INSURANCE	1,437.95	27,262.39	82,844.00	55,581.61	32.9
01-43-5067 DEFERRED COMP	924.44	10,012.18	21,559.00	11,546.82	46.4
01-43-5068 MEDICAL SAVINGS	40.62	731.16	464.00	(267.16)	157.6
01-43-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	500.00	500.00	.0
01-43-5200 OFFICE SUPPLIES	.00	132.40	750.00	617.60	17.7
01-43-5201 COMPUTER / TECHNOLOGY	1,366.00	5,832.16	10,000.00	4,167.84	58.3
01-43-5203 UNIFORMS	.00	364.56	800.00	435.44	45.6
01-43-5212 FURNISHINGS	.00	.00	5,000.00	5,000.00	.0
01-43-5300 TELEPHONE	101.52	1,051.14	1,200.00	148.86	87.6
01-43-5320 PROPERTY & LIABILITY INSURANCE	77.81	7,855.61	11,928.00	4,072.39	65.9
01-43-5330 TRAINING	.00	1,002.78	10,000.00	8,997.22	10.0
01-43-5331 DUES & MEMBERSHIPS	.00	879.00	2,000.00	1,121.00	44.0
01-43-5410 CONSULTANTS	637.50	17,077.37	25,000.00	7,922.63	68.3
01-43-5411 ANNEXATIONS & REZONING EXPENSE	.00	.00	30,000.00	30,000.00	.0
01-43-5421 ECONOMIC DEVELOPMENT OUTREACH	.00	.00	20,000.00	20,000.00	.0
01-43-5460 BUILDING INSPECTIONS	20,636.81	391,040.89	641,862.00	250,821.11	60.9
01-43-5700 MISC.	25.63	944.82	1,500.00	555.18	63.0
TOTAL COMMUNITY DEVELOPMENT	45,844.58	680,545.39	1,152,628.00	472,082.61	59.0

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2022

Section 9, Item b.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREETS</u>					
01-44-5001 SALARIES & WAGES	16,134.77	173,450.52	233,605.00	60,154.48	74.3
01-44-5050 CLEANING	190.31	1,332.17	.00	(1,332.17)	.0
01-44-5055 OVERTIME	.00	2,865.72	9,000.00	6,134.28	31.8
01-44-5060 PAYROLL TAXES	1,251.24	13,277.00	18,559.00	5,282.00	71.5
01-44-5065 WORKERS COMPENSATION	529.04	7,067.50	7,750.00	682.50	91.2
01-44-5066 HEALTH INSURANCE	1,259.93	28,445.90	33,339.00	4,893.10	85.3
01-44-5067 DEFERRED COMP	675.65	7,748.79	4,533.00	(3,215.79)	170.9
01-44-5068 MEDICAL SAVINGS	47.91	649.74	500.00	(149.74)	130.0
01-44-5075 EMPLOYMENT/RECRUITMENT EXPENSE	1,307.00	1,995.61	2,000.00	4.39	99.8
01-44-5201 COMPUTER / TECHNOLOGY	2,118.00	13,194.25	20,000.00	6,805.75	66.0
01-44-5203 UNIFORMS	319.98	1,762.48	2,250.00	487.52	78.3
01-44-5210 OPERATING SUPPLIES	19.96	2,579.37	4,000.00	1,420.63	64.5
01-44-5212 FURNISHINGS	.00	.00	5,000.00	5,000.00	.0
01-44-5215 REPAIRS & MAINTENANCE	5,391.77	5,402.76	.00	(5,402.76)	.0
01-44-5216 FLEET R&M	5,791.56	29,469.44	40,000.00	10,530.56	73.7
01-44-5251 SHOP REPAIRS	(250.00)	(494.77)	.00	494.77	.0
01-44-5252 STREET SIGNS	180.74	331.74	.00	(331.74)	.0
01-44-5253 GAS & OIL	5,512.63	16,420.82	20,000.00	3,579.18	82.1
01-44-5254 TOOLS	5,183.98	7,026.46	20,000.00	12,973.54	35.1
01-44-5255 SAFETY EQUIPMENT	208.91	1,362.49	3,500.00	2,137.51	38.9
01-44-5300 TELEPHONE	41.63	2,124.83	2,500.00	375.17	85.0
01-44-5305 UTILITIES	5,735.74	29,606.75	35,000.00	5,393.25	84.6
01-44-5310 TRASH REMOVAL	.00	120.76	.00	(120.76)	.0
01-44-5320 PROPERTY & LIABILITY INSURANCE	243.16	24,548.76	37,276.00	12,727.24	65.9
01-44-5330 TRAINING	.00	2,143.58	5,000.00	2,856.42	42.9
01-44-5331 DUES & MEMBERSHIPS	293.02	763.02	2,000.00	1,236.98	38.2
01-44-5360 STREET SWEEPING	.00	6,352.50	.00	(6,352.50)	.0
01-44-5363 WEED CONTROL	.00	734.36	3,000.00	2,265.64	24.5
01-44-5364 SNOW REMOVAL	13,539.76	51,587.17	100,000.00	48,412.83	51.6
01-44-5369 EQUIPMENT RENTAL	1,015.30	8,133.26	48,650.00	40,516.74	16.7
01-44-5500 CAPITAL OUTLAY	.00	6,000.00	.00	(6,000.00)	.0
01-44-5502 CAPITAL OUTLAY--EQUIPMENT	101,641.97	106,673.67	250,000.00	143,326.33	42.7
01-44-5700 MISC. EXPENSE	.00	134.88	4,000.00	3,865.12	3.4
01-44-5720 CONTINGENCY	.00	.00	10,000.00	10,000.00	.0
TOTAL STREETS	168,383.96	552,811.53	921,462.00	368,650.47	60.0

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
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GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS</u>					
01-45-5001 SALARIES & WAGES	18,237.27	167,037.66	222,258.00	55,220.34	75.2
01-45-5055 OVERTIME	.00	4,803.16	2,678.00	(2,125.16)	179.4
01-45-5060 PAYROLL TAXES	1,420.00	13,118.73	17,208.00	4,089.27	76.2
01-45-5065 WORKERS COMP	443.52	6,410.75	5,000.00	(1,410.75)	128.2
01-45-5066 HEALTH INSURANCE	1,239.97	26,366.93	28,992.00	2,625.07	91.0
01-45-5067 DEFERRED COMP	545.63	6,361.42	7,709.00	1,347.58	82.5
01-45-5068 MEDICAL SAVINGS	33.05	592.27	468.00	(124.27)	126.6
01-45-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	500.00	500.00	.0
01-45-5203 UNIFORMS	(17.00)	1,021.40	.00	(1,021.40)	.0
01-45-5210 OPERATING SUPPLIES	734.84	7,771.16	6,000.00	(1,771.16)	129.5
01-45-5212 FURNISHINGS	.00	.00	5,000.00	5,000.00	.0
01-45-5215 REPAIRS & MAINTENANCE	9,168.57	21,862.12	63,000.00	41,137.88	34.7
01-45-5216 FLEET R&M	1,690.25	3,781.48	8,000.00	4,218.52	47.3
01-45-5253 GAS & OIL	1,983.97	5,874.49	5,000.00	(874.49)	117.5
01-45-5254 TOOLS	.00	1,596.80	1,350.00	(246.80)	118.3
01-45-5300 TELEPHONE	.00	1,105.00	588.00	(517.00)	187.9
01-45-5305 UTILITIES	21,062.26	49,447.66	36,750.00	(12,697.66)	134.6
01-45-5310 TRASH REMOVAL	492.39	1,839.39	1,000.00	(839.39)	183.9
01-45-5320 PROPERTY & LIABILITY INSURANCE	97.27	9,819.50	14,911.00	5,091.50	65.9
01-45-5330 TRAINING	.00	2,466.25	750.00	(1,716.25)	328.8
01-45-5348 PEST CONTROL	3,196.00	20,069.20	33,000.00	12,930.80	60.8
01-45-5349 WELLNESS PROGRAM	.00	69.75	.00	(69.75)	.0
01-45-5363 WEED CONTROL	530.00	2,296.77	5,000.00	2,703.23	45.9
01-45-5369 EQUIPMENT RENTAL	.00	.00	1,000.00	1,000.00	.0
01-45-5370 LANDSCAPING	681.23	6,197.83	32,000.00	25,802.17	19.4
01-45-5371 TREE MAINTENANCE	.00	14,570.00	20,000.00	5,430.00	72.9
01-45-5372 IRRIGATION SYSTEM	442.59	5,846.32	5,000.00	(846.32)	116.9
 TOTAL PARKS	 61,981.81	 380,326.04	 523,162.00	 142,835.96	 72.7

TOWN OF MEAD
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GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ENGINEERING</u>					
01-47-5001 SALARIES & WAGES	27,221.73	272,640.55	358,026.00	85,385.45	76.2
01-47-5050 CLEANING	.00	.00	6,000.00	6,000.00	.0
01-47-5055 OVERTIME	2,348.76	12,849.36	4,000.00	(8,849.36)	321.2
01-47-5060 PAYROLL TAXES	2,278.04	21,596.03	27,695.00	6,098.97	78.0
01-47-5065 WORKERS COMP	804.02	8,294.47	2,122.00	(6,172.47)	390.9
01-47-5066 HEALTH INSURANCE	1,537.20	29,194.37	23,227.00	(5,967.37)	125.7
01-47-5067 DEFERRED COMP	1,223.24	11,721.65	3,306.00	(8,415.65)	354.6
01-47-5068 MEDICAL SAVINGS	65.60	914.24	234.00	(680.24)	390.7
01-47-5075 EMPLOYMENT/RECRUITMENT EXPENSE	(13.00)	189.12	1,000.00	810.88	18.9
01-47-5201 COMPUTER/TECHNOLOGY	6,254.99	8,107.89	4,000.00	(4,107.89)	202.7
01-47-5203 UNIFORMS	226.99	982.99	1,000.00	17.01	98.3
01-47-5210 OPERATING SUPPLIES	210.54	1,273.77	3,000.00	1,726.23	42.5
01-47-5212 FURNISHINGS	.00	.00	3,000.00	3,000.00	.0
01-47-5215 REPAIRS & MAINTENANCE	(288.00)	54,375.31	20,000.00	(34,375.31)	271.9
01-47-5216 REPAIR & MAINTENANCE--FLEET	.00	787.83	5,000.00	4,212.17	15.8
01-47-5253 GAS & OIL	965.51	3,570.72	3,000.00	(570.72)	119.0
01-47-5300 TELEPHONE	160.04	3,429.67	2,400.00	(1,029.67)	142.9
01-47-5305 UTILITIES	471.18	471.18	1,500.00	1,028.82	31.4
01-47-5310 TRASH	63.40	2,511.33	1,500.00	(1,011.33)	167.4
01-47-5315 COPIER EXPENSES	(11.00)	(33.00)	900.00	933.00	(3.7)
01-47-5320 PROPERTY & LIABILITY INSURANCE	48.63	4,909.77	7,455.00	2,545.23	65.9
01-47-5330 TRAINING	.00	2,028.55	5,000.00	2,971.45	40.6
01-47-5331 DUES & SUBSCRIPTIONS	.00	540.00	1,500.00	960.00	36.0
01-47-5405 ENGINEERING FEES	3,496.20	13,505.78	55,000.00	41,494.22	24.6
01-47-5700 MISC. EXPENSE	66.96	318.80	5,000.00	4,681.20	6.4
 TOTAL ENGINEERING	 47,131.03	 454,180.38	 544,865.00	 90,684.62	 83.4

TOWN OF MEAD
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GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MUNICIPAL COURT</u>					
01-48-5001 SALARIES & WAGES	3,327.91	33,971.09	47,350.00	13,378.91	71.7
01-48-5040 JUDGE	1,000.00	8,000.00	18,400.00	10,400.00	43.5
01-48-5055 OVERTIME	.00	.00	600.00	600.00	.0
01-48-5060 PAYROLL TAXES	256.33	2,580.10	5,076.00	2,495.90	50.8
01-48-5065 WORKERS COMP	3.46	41.50	1,153.00	1,111.50	3.6
01-48-5066 HEALTH INSURANCE	282.32	5,307.53	10,020.00	4,712.47	53.0
01-48-5067 DEFERRED COMP	66.34	1,416.72	2,429.00	1,012.28	58.3
01-48-5068 MEDICAL SAVINGS	3.12	56.16	104.00	47.84	54.0
01-48-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	500.00	500.00	.0
01-48-5201 COMPUTER/TECHNOLOGY	148.40	1,457.60	3,000.00	1,542.40	48.6
01-48-5203 UNIFORMS	.00	.00	200.00	200.00	.0
01-48-5300 TELEPHONE	50.76	405.39	720.00	314.61	56.3
01-48-5320 PROPERTY & LIABILITY INSURANCE	19.45	1,963.88	2,982.00	1,018.12	65.9
01-48-5330 TRAINING	.00	.00	500.00	500.00	.0
01-48-5331 DUES & MEMBERSHIPS	.00	22.00	500.00	478.00	4.4
01-48-5455 PROSECUTING ATTORNEY	2,765.00	13,643.00	25,000.00	11,357.00	54.6
01-48-5456 PUBLIC DEFENDER	.00	.00	10,000.00	10,000.00	.0
01-48-5700 MISC. EXPENSE	33.18	314.33	500.00	185.67	62.9
 TOTAL MUNICIPAL COURT	 7,956.27	 69,179.30	 129,034.00	 59,854.70	 53.6

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
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GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
COMMUNITY ENGAGEMENT					
01-49-5001 SALARIES & WAGES	13,274.34	117,557.02	144,220.00	26,662.98	81.5
01-49-5055 OVERTIME	263.25	674.12	5,000.00	4,325.88	13.5
01-49-5060 PAYROLL TAXES	1,034.72	8,791.88	11,415.00	2,623.12	77.0
01-49-5065 WORKERS COMP	130.22	1,343.90	3,379.00	2,035.10	39.8
01-49-5066 HEALTH INSURANCE	875.55	15,536.78	16,987.00	1,450.22	91.5
01-49-5067 DEFERRED COMP	536.12	3,899.55	1,325.00	(2,574.55)	294.3
01-49-5068 MEDICAL SAVINGS	24.58	342.44	208.00	(134.44)	164.6
01-49-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	408.76	1,500.00	1,091.24	27.3
01-49-5201 COMPUTER/TECHNOLOGY	.00	2,831.27	2,500.00	(331.27)	113.3
01-49-5202 PRINTING EXPENSE	532.21	4,185.23	10,000.00	5,814.77	41.9
01-49-5203 UNIFORMS	.00	.00	1,000.00	1,000.00	.0
01-49-5205 POSTAGE	.00	.00	2,500.00	2,500.00	.0
01-49-5220 TOWN DECORATIONS	.00	1,439.20	10,000.00	8,560.80	14.4
01-49-5236 COMMUNITY ENGAGEMENT	389.92	6,353.94	8,500.00	2,146.06	74.8
01-49-5260 RECREATION PROGRAMS	1,491.56	42,916.51	52,320.00	9,403.49	82.0
01-49-5261 COMMUNITY DAY	2,500.00	35,655.02	41,600.00	5,944.98	85.7
01-49-5262 TOWN EVENTS	7,441.13	41,968.64	59,500.00	17,531.36	70.5
01-49-5265 SENIOR EVENTS	1,061.26	6,925.76	13,550.00	6,624.24	51.1
01-49-5300 TELEPHONE	.00	572.00	960.00	388.00	59.6
01-49-5320 GENERAL LIABILITY INSURANCE	77.81	7,855.61	12,151.00	4,295.39	64.7
01-49-5330 TRAINING	125.00	557.00	2,500.00	1,943.00	22.3
01-49-5331 DUES/MEMBERSHIPS	52.00	6,144.95	5,000.00	(1,144.95)	122.9
01-49-5349 WELLNESS PROGRAM	335.00	6,497.48	15,000.00	8,502.52	43.3
01-49-5382 SCHOLARSHIPS	.00	.00	1,500.00	1,500.00	.0
01-49-5401 CONSULTANTS	.00	6,750.00	25,000.00	18,250.00	27.0
01-49-5700 MISC. EXPENSE	10,967.81	31,250.45	21,500.00	(9,750.45)	145.4
TOTAL COMMUNITY ENGAGEMENT	41,112.48	350,457.51	469,115.00	118,657.49	74.7
NON-DEPARTMENTAL					
01-90-5016 SALARY ADJUSTMENTS	.00	.00	30,000.00	30,000.00	.0
01-90-5804 TRANSFER TO STREET IMPVT FD	93,750.00	281,250.00	375,000.00	93,750.00	75.0
01-90-8151 SPECIAL PROJECTS	.00	.00	75,000.00	75,000.00	.0
01-90-8155 ARPA BROADBAND	1,356.50	16,842.03	1,164,136.00	1,147,293.97	1.5
01-90-8910 CONTINGENCY	.00	.00	355,616.00	355,616.00	.0
TOTAL NON-DEPARTMENTAL	95,106.50	298,092.03	1,999,752.00	1,701,659.97	14.9
TOTAL FUND EXPENDITURES	698,115.74	5,110,567.27	9,298,986.00	4,188,418.73	55.0
NET REVENUE OVER EXPENDITURES	(153,278.37)	2,937,237.28	6.00	(2,937,231.28)	48953

TOWN OF MEAD
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STREET IMPROVEMENT FUND

ASSETS

04-01-0100	COMBINED CASH	1,685,600.79	
	TOTAL ASSETS		1,685,600.79

LIABILITIES AND EQUITY

LIABILITIES

04-02-2000	ACCOUNTS PAYABLE	10,071.00	
04-02-2005	RETAINAGE PAYABLE	7,745.70	
	TOTAL LIABILITIES		17,816.70

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
REVENUE OVER EXPENDITURES - YTD	1,667,784.09		
BALANCE - CURRENT DATE		1,667,784.09	
TOTAL FUND EQUITY			1,667,784.09
TOTAL LIABILITIES AND EQUITY			1,685,600.79

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
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STREET IMPROVEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 10</u>					
04-10-4005 HIGHWAY USERS TAX	19,007.05	157,734.81	.00	(157,734.81)	.0
04-10-4010 SALES TAX	120,153.06	1,030,317.04	1,670,723.00	640,405.96	61.7
04-10-4030 BUILDING USE TAX	25,564.90	476,958.12	557,715.00	80,756.88	85.5
TOTAL SOURCE 10	164,725.01	1,665,009.97	2,228,438.00	563,428.03	74.7
<u>SOURCE 16</u>					
04-16-4601 TRANSFER FROM GF	93,750.00	281,250.00	375,000.00	93,750.00	75.0
TOTAL SOURCE 16	93,750.00	281,250.00	375,000.00	93,750.00	75.0
TOTAL FUND REVENUE	258,475.01	1,946,259.97	2,603,438.00	657,178.03	74.8
<u>EXPENDITURES--STREET IMP FUND</u>					
04-44-5215 REPAIRS & MAINTENANCE--STREETS	10,008.87	170,234.83	100,000.00	(70,234.83)	170.2
04-44-5250 ASPHALT/STREET PATCHING	2,616.00	7,852.00	50,000.00	42,148.00	15.7
04-44-5252 STREET SIGNS & MARKERS	195.00	9,952.31	40,000.00	30,047.69	24.9
04-44-5360 STREET SWEEPING	.00	5,040.00	.00	(5,040.00)	.0
04-44-5361 DUST CONTROL	7,455.00	32,608.58	40,000.00	7,391.42	81.5
04-44-5362 GRAVEL	.00	.00	35,000.00	35,000.00	.0
04-44-5365 REPAIR & MAINTENANCE--SEALCOAT	.00	.00	750,000.00	750,000.00	.0
04-44-5366 REPAIR & MAINTENANCE--DRAINAGE	.00	1,101.89	10,000.00	8,898.11	11.0
04-44-5367 STREET STRIPING	27,993.29	32,609.72	75,000.00	42,390.28	43.5
04-44-5369 REPAIR & MAINTENANCE--BRIDGES	.00	.00	100,000.00	100,000.00	.0
04-44-5405 ENGINEERING FEES	.00	19,076.55	100,000.00	80,923.45	19.1
04-44-5720 CONTINGENCY	.00	.00	803,438.00	803,438.00	.0
04-44-8151 SPECIAL PROJECTS	.00	.00	500,000.00	500,000.00	.0
TOTAL EXPENDITURES--STREET IMP FUND	48,268.16	278,475.88	2,603,438.00	2,324,962.12	10.7
TOTAL FUND EXPENDITURES	48,268.16	278,475.88	2,603,438.00	2,324,962.12	10.7
NET REVENUE OVER EXPENDITURES	210,206.85	1,667,784.09	.00	(1,667,784.09)	.0

TOWN OF MEAD
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CONSERVATION TRUST FUND

ASSETS

05-01-0100	CASH IN COMMON - CTF	67,505.69	
	TOTAL ASSETS		67,505.69

LIABILITIES AND EQUITY

FUND EQUITY

05-02-3001	FUND BALANCE	64,322.85	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	3,182.84	
	BALANCE - CURRENT DATE	3,182.84	
	TOTAL FUND EQUITY		67,505.69
	TOTAL LIABILITIES AND EQUITY		67,505.69

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
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CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>LOTTERY REVENUE</u>					
05-17-4630	LOTTERY REVENUE	13,997.77	44,759.39	60,000.00	15,240.61	74.6
	TOTAL LOTTERY REVENUE	13,997.77	44,759.39	60,000.00	15,240.61	74.6
	<u>MISCELLANEOUS REVENUE</u>					
05-18-4619	INTEREST & DIVIDEND INCOME	142.06	516.45	20.00	(496.45)	2582.3
	TOTAL MISCELLANEOUS REVENUE	142.06	516.45	20.00	(496.45)	2582.3
	TOTAL FUND REVENUE	14,139.83	45,275.84	60,020.00	14,744.16	75.4
05-45-5506	CAPITAL OUTLAY--PARKS & EQUIP	2,268.00	42,093.00	106,000.00	63,907.00	39.7
	TOTAL DEPARTMENT 45	2,268.00	42,093.00	106,000.00	63,907.00	39.7
	TOTAL FUND EXPENDITURES	2,268.00	42,093.00	106,000.00	63,907.00	39.7
	NET REVENUE OVER EXPENDITURES	11,871.83	3,182.84	(45,980.00)	(49,162.84)	6.9

TOWN OF MEAD
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SEWER FUND

ASSETS

06-01-0100	COMBINED CASH	1,519,327.24	
06-01-1305	ACCUM DEPRECIATION - PLANT & E	(3,228,332.32)	
06-01-1306	A/R-UTILITY BILLING	97,272.55	
06-01-1501	LAND - SF OP	294,834.95	
06-01-1502	LAND IMPROV. - SF OP	322,159.37	
06-01-1503	SEWER LINES	1,025,308.44	
06-01-1504	BUILDING - SF OP	281,750.60	
06-01-1506	MACH. & EQUIP. - SF OP	179,757.28	
06-01-1507	TREATMENT PLANT - SF NON OP	6,496,730.44	
06-01-1510	CONSTRUCTION IN PROGRESS	5,794.00	
	TOTAL ASSETS		6,994,602.55

LIABILITIES AND EQUITY

LIABILITIES

06-02-2000	ACCOUNTS PAYABLE	13,766.67	
06-02-2005	RETAINAGE PAYABLE	8,692.99	
06-02-2200	LOAN PAYABLE CWRPDA--LT	1,471,196.31	
06-02-2201	LOAN PAYABLE CWRPDA--CURRENT	76,793.89	
06-02-2300	EMPLOYEE PENSION PAYABLE	563.97	
06-02-2310	EMPLOYEE HEALTH INS. PAYABLE	1,221.18	
06-02-2312	WORKERS COMP INSURANCE PAYABLE	372.44	
06-02-2314	401(A) CONTRIBUTIONS PAYABLE	269.38	
06-02-2400	FED. WITHHOLDING TAX PAYABLE	822.80	
06-02-2401	SOCIAL SECURITY TAX PAYABLE	813.49	
06-02-2402	MEDICARE TAX PAYABLE	201.75	
06-02-2403	STATE WITHHOLDING TAX PAYABLE	720.20	
06-02-2404	STATE UNEMPLOYMENT TAX PAYABLE	80.58	
06-02-2410	MISC PAYROLL PAYABLE	4,545.49	
06-02-2500	ACC'D COMPENSATED ABS--CURRENT	906.96	
06-02-2501	ACCR'D COMPENSATED ABSENCES-LT	8,162.64	
06-02-2502	ACCRUED INT PAYABLE--CWRPDA	22,510.35	
06-02-2601	BOND PREMIUM--UNAMORTIZED	53,756.12	
	TOTAL LIABILITIES		1,665,397.21

FUND EQUITY

06-02-3001	FUND BALANCE	4,566,212.44	
	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	322,592.90	
	BALANCE - CURRENT DATE	762,992.90	
	TOTAL FUND EQUITY		5,329,205.34

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SEWER FUND

TOTAL LIABILITIES AND EQUITY

6,994,602.55

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SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CHARGES FOR SERVICES</u>					
06-11-4150 SEWER USER FEES	78,331.36	673,760.51	888,667.00	214,906.49	75.8
06-11-4160 SEWER LATE/NSF FEES	1,360.00	11,761.34	18,092.00	6,330.66	65.0
06-11-4165 SEWER TAP FEES	12,676.00	673,256.00	480,745.00	(192,511.00)	140.0
TOTAL CHARGES FOR SERVICES	92,367.36	1,358,777.85	1,387,504.00	28,726.15	97.9
<u>MISCELLANEOUS REVENUE</u>					
06-18-4619 INTEREST & DIVIDEND INCOME	3,197.35	10,879.09	1,000.00	(9,879.09)	1087.9
06-18-4620 MISC. INCOME	.00	.00	1,000.00	1,000.00	.0
TOTAL MISCELLANEOUS REVENUE	3,197.35	10,879.09	2,000.00	(8,879.09)	544.0
TOTAL FUND REVENUE	95,564.71	1,369,656.94	1,389,504.00	19,847.06	98.6
<u>ADMINISTRATION</u>					
06-40-5001 SALARIES & WAGES	12,055.65	110,339.95	159,981.00	49,641.05	69.0
06-40-5055 OVERTIME	587.19	3,627.81	2,000.00	(1,627.81)	181.4
06-40-5060 PAYROLL TAXES	931.98	8,525.03	12,392.00	3,866.97	68.8
06-40-5065 WORKERS COMP	262.77	2,809.39	2,186.00	(623.39)	128.5
06-40-5066 HEALTH INSURANCE	827.32	16,599.10	34,689.00	18,089.90	47.9
06-40-5067 DEFERRED COMP/RETIREMENT	565.24	4,890.64	7,153.00	2,262.36	68.4
06-40-5068 MEDICAL SAVINGS	26.34	396.71	274.00	(122.71)	144.8
06-40-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	500.00	500.00	.0
06-40-5201 COMPUTER / TECHNOLOGY	371.00	3,644.00	4,500.00	856.00	81.0
06-40-5205 POSTAGE	377.00	2,878.38	5,000.00	2,121.62	57.6
06-40-5254 UNIFORMS	.00	.00	914.00	914.00	.0
06-40-5300 TELEPHONE	40.01	701.55	720.00	18.45	97.4
06-40-5320 GENERAL LIABILITY INSURANCE	48.63	4,909.77	7,455.00	2,545.23	65.9
06-40-5331 DUES AND MEMBERSHIP	.00	1,000.00	828.00	(172.00)	120.8
06-40-5400 LEGAL FEES	783.12	6,252.31	9,720.00	3,467.69	64.3
06-40-5401 CONSULTING FEES	922.38	7,338.86	.00	(7,338.86)	.0
06-40-5405 ENGINEERING FEES	1,251.00	10,936.97	30,000.00	19,063.03	36.5
06-40-5410 PLANNING/CONSULTANTS	162.91	1,325.17	2,040.00	714.83	65.0
06-40-5415 AUDIT FEES	.00	6,595.50	6,596.00	.50	100.0
06-40-5460 ADMINISTRATIVE OVERHEAD	1,637.00	4,911.00	6,539.00	1,628.00	75.1
06-40-5700 MISC. EXPENSE	.00	.00	500.00	500.00	.0
06-40-5701 BANK FEES	527.58	1,581.03	.00	(1,581.03)	.0
06-40-5705 MILEAGE	.00	225.00	150.00	(75.00)	150.0
TOTAL ADMINISTRATION	21,377.12	199,488.17	294,137.00	94,648.83	67.8

TOWN OF MEAD
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SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS</u>					
06-47-5210 OPERATING SUPPLIES	.00	605.12	1,500.00	894.88	40.3
06-47-5215 REPAIRS & MAINT	5,596.62	26,785.04	95,360.00	68,574.96	28.1
06-47-5227 CHEMICALS	.00	360.00	1,800.00	1,440.00	20.0
06-47-5231 SLUDGE DISPOSAL	7,735.14	44,755.88	97,850.00	53,094.12	45.7
06-47-5248 SEWER LINE REPAIRS	.00	.00	15,000.00	15,000.00	.0
06-47-5253 GAS & OIL	1,983.97	5,874.71	5,000.00	(874.71)	117.5
06-47-5305 UTILITIES	3,842.35	34,735.10	60,270.00	25,534.90	57.6
06-47-5310 TRASH	93.72	816.72	1,071.00	254.28	76.3
06-47-5363 WEED CONTROL	.00	.00	1,000.00	1,000.00	.0
06-47-5369 EQUIPMENT RENTAL	.00	.00	1,000.00	1,000.00	.0
06-47-5390 SEWER MAINT. CONTRACT	10,087.68	45,799.89	57,750.00	11,950.11	79.3
06-47-5391 SEWER TESTING	1,216.32	5,970.72	6,000.00	29.28	99.5
06-47-5392 LINE LOCATOR	848.90	4,729.40	6,000.00	1,270.60	78.8
06-47-5393 STATE DISCHARGE PERMIT	.00	3,665.11	3,500.00	(165.11)	104.7
06-47-5394 SEWER LINE FLUSHING	.00	58,496.80	50,000.00	(8,496.80)	117.0
06-47-5551 CAPITAL OUTLAY--GRIT PUMPS/DIG	.00	61,176.00	.00	(61,176.00)	.0
06-47-5552 CAPITAL OUTLAY--WAS PUMPS	.00	2,266.00	.00	(2,266.00)	.0
06-47-5553 CAPITAL OUTLAY--PLC UPGRADES	.00	127,929.01	.00	(127,929.01)	.0
06-47-5556 CAPITAL OUTLAY--CIPP	.00	187,164.64	225,000.00	37,835.36	83.2
06-47-5557 CAPITAL OUTLAY-HEADWORKS MECH	2,578.00	31,291.21	400,000.00	368,708.79	7.8
06-47-5720 CONTINGENCIES	.00	.00	5,000.00	5,000.00	.0
TOTAL OPERATIONS	33,982.70	642,421.35	1,033,101.00	390,679.65	62.2
<u>DEPARTMENT 58</u>					
06-58-5809 TRF TO MUNICIPAL FACILITIES FD	25,000.00	75,000.00	100,000.00	25,000.00	75.0
TOTAL DEPARTMENT 58	25,000.00	75,000.00	100,000.00	25,000.00	75.0
<u>DEPARTMENT 98</u>					
06-98-9801 2007 CWRPDA LOAN--PRINCIPAL	.00	76,793.89	76,794.00	.11	100.0
06-98-9802 2007 CWRPDA LOAN--INTEREST	.00	53,360.63	53,361.00	.37	100.0
TOTAL DEPARTMENT 98	.00	130,154.52	130,155.00	.48	100.0
TOTAL FUND EXPENDITURES	80,359.82	1,047,064.04	1,557,393.00	510,328.96	67.2
NET REVENUE OVER EXPENDITURES	15,204.89	322,592.90	(167,889.00)	(490,481.90)	192.2

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POLICE FUND

ASSETS

08-01-0100	CASH IN COMMON - POLICE	239,447.59	
	TOTAL ASSETS		239,447.59

LIABILITIES AND EQUITY

FUND EQUITY

08-02-3001	FUND BALANCE	132,471.97	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	106,975.62	
	BALANCE - CURRENT DATE	106,975.62	
	TOTAL FUND EQUITY		239,447.59
	TOTAL LIABILITIES AND EQUITY		239,447.59

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POLICE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
08-11-4165	IMPACT FEES	6,997.19	124,138.25	196,101.00	71,962.75	63.3
	TOTAL SOURCE 11	6,997.19	124,138.25	196,101.00	71,962.75	63.3
	<u>SOURCE 18</u>					
08-18-4619	INTEREST & DIVIDEND INCOME	503.91	1,637.76	25.00	(1,612.76)	6551.0
	TOTAL SOURCE 18	503.91	1,637.76	25.00	(1,612.76)	6551.0
	TOTAL FUND REVENUE	7,501.10	125,776.01	196,126.00	70,349.99	64.1
	<u>DEPARTMENT 42</u>					
08-42-5491	VEHICLE LEASE EXPENSES	4,214.76	18,800.39	41,120.00	22,319.61	45.7
08-42-5500	CAPITAL OUTLAY	.00	.00	9,725.00	9,725.00	.0
08-42-5511	CAPITAL OUTLAY--BLDGS & IMPVTS	.00	.00	200,000.00	200,000.00	.0
	TOTAL DEPARTMENT 42	4,214.76	18,800.39	250,845.00	232,044.61	7.5
	TOTAL FUND EXPENDITURES	4,214.76	18,800.39	250,845.00	232,044.61	7.5
	NET REVENUE OVER EXPENDITURES	3,286.34	106,975.62	(54,719.00)	(161,694.62)	195.5

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MUNICIPAL FACILITIES FUND

ASSETS

09-01-0100	COMBINED CASH	3,150,086.42	
09-01-1309	LAND	5,000.00	
	TOTAL ASSETS		3,155,086.42

LIABILITIES AND EQUITY

LIABILITIES

09-02-2005	RETAINAGE PAYABLE	173,037.53	
	TOTAL LIABILITIES		173,037.53

FUND EQUITY

09-02-3003	FUND BALANCE-MUNICIPAL	4,866,547.06	
09-02-3004	FUND BALANCE-RECREATION	446,649.61	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	(2,331,147.78)	
	BALANCE - CURRENT DATE	(2,331,147.78)	
	TOTAL FUND EQUITY		2,982,048.89
	TOTAL LIABILITIES AND EQUITY		3,155,086.42

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MUNICIPAL FACILITIES FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>FEES</u>					
09-11-4165	IMPACT FEES	53,778.80	832,933.03	1,560,103.00	727,169.97	53.4
	TOTAL FEES	53,778.80	832,933.03	1,560,103.00	727,169.97	53.4
	<u>GRANTS</u>					
09-15-4545	GRANTS	.00	261,497.81	350,000.00	88,502.19	74.7
	TOTAL GRANTS	.00	261,497.81	350,000.00	88,502.19	74.7
	<u>SOURCE 16</u>					
09-16-4806	TRANSFER FROM SEWER FUND	25,000.00	75,000.00	100,000.00	25,000.00	75.0
	TOTAL SOURCE 16	25,000.00	75,000.00	100,000.00	25,000.00	75.0
	<u>MISCELLANEOUS REVENUE</u>					
09-18-4619	INTEREST & DIVIDEND INCOME	6,629.20	24,979.75	2,269.00	(22,710.75)	1100.9
	TOTAL MISCELLANEOUS REVENUE	6,629.20	24,979.75	2,269.00	(22,710.75)	1100.9
	TOTAL FUND REVENUE	85,408.00	1,194,410.59	2,012,372.00	817,961.41	59.4
	<u>ADMINISTRATION</u>					
09-40-5410	PLANNING/CONSULTANTS	.00	.00	100,000.00	100,000.00	.0
	TOTAL ADMINISTRATION	.00	.00	100,000.00	100,000.00	.0
	<u>DEPARTMENT 44</u>					
09-44-5602	LEASE PURCH PRIN--2021 TRUCK 2	.00	.00	38,287.00	38,287.00	.0
09-44-5603	LEASE PURCH INT--2021 TRUCK 2	.00	.00	4,956.00	4,956.00	.0
09-44-5604	2021 LEASE PURCH PRIN--TRUCK 1	.00	39,470.18	39,470.00	(.18)	100.0
09-44-5605	2021 LEASE PURCH INT--TRUCK 1	.00	3,773.00	3,773.00	.00	100.0
	TOTAL DEPARTMENT 44	.00	43,243.18	86,486.00	43,242.82	50.0

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MUNICIPAL FACILITIES FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>DEPARTMENT 45</u>					
09-45-5491	VEHICLE LEASE EXPENSES	7,596.01	39,961.32	45,047.00	5,085.68	88.7
	TOTAL DEPARTMENT 45	7,596.01	39,961.32	45,047.00	5,085.68	88.7
	<u>EXPENDITURES</u>					
09-50-5212	FURNISHINGS	.00	65,560.00	50,000.00	(15,560.00)	131.1
09-50-5500	CAPITAL OUTLAY	.00	.00	350,000.00	350,000.00	.0
09-50-5505	CAPITAL OUTLAY--OFFICE EQ	18,411.97	18,411.97	50,000.00	31,588.03	36.8
09-50-5511	CAPITAL OUTLAY--PW FACILITY	186,070.86	3,077,350.83	4,420,000.00	1,342,649.17	69.6
09-50-5512	CAPITAL OUTLAY--TH IMPRVMTS	.00	4,638.73	50,000.00	45,361.27	9.3
09-50-5720	CONTINGENCIES	.00	.00	663,000.00	663,000.00	.0
	TOTAL EXPENDITURES	204,482.83	3,165,961.53	5,583,000.00	2,417,038.47	56.7
	<u>DEPARTMENT 51</u>					
09-51-5500	CAPITAL OUTLAY	9,719.38	276,392.34	487,249.00	210,856.66	56.7
	TOTAL DEPARTMENT 51	9,719.38	276,392.34	487,249.00	210,856.66	56.7
	TOTAL FUND EXPENDITURES	221,798.22	3,525,558.37	6,301,782.00	2,776,223.63	56.0
	NET REVENUE OVER EXPENDITURES	(136,390.22)	(2,331,147.78)	(4,289,410.00)	(1,958,262.22)	(54.4)

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DOWNTOWN FUND

ASSETS

11-01-0100	COMBINED CASH	15,110.91	
	TOTAL ASSETS		15,110.91

LIABILITIES AND EQUITY

FUND EQUITY

11-02-3001	FUND BALANCE	32,133.03	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	(17,022.12)	
	BALANCE - CURRENT DATE	(17,022.12)	
	TOTAL FUND EQUITY		15,110.91
	TOTAL LIABILITIES AND EQUITY		15,110.91

TOWN OF MEAD
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DOWNTOWN FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>MISCELLANEOUS REVENUE</u>					
11-18-4619	INTEREST & DIVIDEND INCOME	31.80	122.33	.00	(122.33)	.0
	TOTAL MISCELLANEOUS REVENUE	31.80	122.33	.00	(122.33)	.0
	TOTAL FUND REVENUE	31.80	122.33	.00	(122.33)	.0
	<u>ADMINISTRATION</u>					
11-40-5210	BANNERS & SIGNAGE	.00	421.50	8,652.00	8,230.50	4.9
11-40-5500	CAPITAL OUTLAY	.00	16,722.95	15,000.00	(1,722.95)	111.5
	TOTAL ADMINISTRATION	.00	17,144.45	23,652.00	6,507.55	72.5
	TOTAL FUND EXPENDITURES	.00	17,144.45	23,652.00	6,507.55	72.5
	NET REVENUE OVER EXPENDITURES	31.80	(17,022.12)	(23,652.00)	(6,629.88)	(72.0)

TOWN OF MEAD
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STORM DRAINAGE FUND

ASSETS

13-01-0100	COMBINED CASH	49,427.16	
	TOTAL ASSETS		49,427.16

LIABILITIES AND EQUITY

FUND EQUITY

13-02-3001	FUND BALANCE	110,872.36	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	(61,445.20)	
	BALANCE - CURRENT DATE	(61,445.20)	
	TOTAL FUND EQUITY		49,427.16
	TOTAL LIABILITIES AND EQUITY		49,427.16

TOWN OF MEAD
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STORM DRAINAGE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>MISCELLANEOUS REVENUE</u>					
13-18-4619	INTEREST & DIVIDEND INCOME	104.02	451.02	150.00	(301.02)	300.7
	TOTAL MISCELLANEOUS REVENUE	104.02	451.02	150.00	(301.02)	300.7
	TOTAL FUND REVENUE	104.02	451.02	150.00	(301.02)	300.7
	<u>ADMINISTRATION</u>					
13-40-5500	CAPITAL OUTLAY	931.00	11,646.22	25,000.00	13,353.78	46.6
13-40-5525	CAPITAL OUTLAY--WIND WALL	(2,835.00)	.00	.00	.00	.0
	TOTAL ADMINISTRATION	(1,904.00)	11,646.22	25,000.00	13,353.78	46.6
	<u>TRANSFERS OUT</u>					
13-90-5914	TRANSFER TO TRANSPORTATION FD	16,750.00	50,250.00	67,001.00	16,751.00	75.0
	TOTAL TRANSFERS OUT	16,750.00	50,250.00	67,001.00	16,751.00	75.0
	TOTAL FUND EXPENDITURES	14,846.00	61,896.22	92,001.00	30,104.78	67.3
	NET REVENUE OVER EXPENDITURES	(14,741.98)	(61,445.20)	(91,851.00)	(30,405.80)	(66.9)

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TRANSPORTATION FUND

ASSETS

14-01-0100	COMBINED CASH	6,055,227.57	
	TOTAL ASSETS		6,055,227.57

LIABILITIES AND EQUITY

LIABILITIES

14-02-2000	ACCOUNTS PAYABLE	19,830.50	
14-02-2005	RETAINAGE PAYABLE	78,926.83	
	TOTAL LIABILITIES		98,757.33

FUND EQUITY

14-02-3001	FUND BALANCE	3,405,248.02	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	2,551,222.22	
	BALANCE - CURRENT DATE	2,551,222.22	
	TOTAL FUND EQUITY		5,956,470.24
	TOTAL LIABILITIES AND EQUITY		6,055,227.57

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TRANSPORTATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>FEES</u>					
14-11-4165	IMPACT FEES	100,305.89	1,753,721.51	2,682,344.00	928,622.49	65.4
	TOTAL FEES	100,305.89	1,753,721.51	2,682,344.00	928,622.49	65.4
	<u>GRANTS</u>					
14-15-4570	GRANTS	.00	31,955.01	620,000.00	588,044.99	5.2
	TOTAL GRANTS	.00	31,955.01	620,000.00	588,044.99	5.2
	<u>SOURCE 16</u>					
14-16-4813	TRANSFER FROM STORM DRAINAGE	16,750.00	50,250.00	67,001.00	16,751.00	75.0
14-16-4820	TRANSFER FROM MURA	312,500.00	937,500.00	1,250,000.00	312,500.00	75.0
	TOTAL SOURCE 16	329,250.00	987,750.00	1,317,001.00	329,251.00	75.0
	<u>MISCELLANEOUS REVENUE</u>					
14-18-4619	INTEREST & DIVIDEND INCOME	12,742.92	39,513.76	2,000.00	(37,513.76)	1975.7
	TOTAL MISCELLANEOUS REVENUE	12,742.92	39,513.76	2,000.00	(37,513.76)	1975.7
	TOTAL FUND REVENUE	442,298.81	2,812,940.28	4,621,345.00	1,808,404.72	60.9
	<u>EXPENDITURES</u>					
14-40-5405	ENGINEERING FEES	.00	7,726.32	30,000.00	22,273.68	25.8
14-40-5500	CAPITAL OUTLAY--WELKER/3RD	19,830.50	115,589.70	4,525,000.00	4,409,410.30	2.6
14-40-5501	CAPITAL OUTLAY--SAFE RTE/STOSCH	.00	.00	400,000.00	400,000.00	.0
14-40-5505	CAPITAL OUTLAY--3RD ST. & TRAIL	.00	130,939.73	.00	(130,939.73)	.0
14-40-5562	CAPITAL OUTLAY-Y BRIDGE DESIGN	.00	.00	125,000.00	125,000.00	.0
14-40-5563	CAPITAL OUTLAY-Z BRIDGE DESIGN	.00	.00	125,000.00	125,000.00	.0
14-40-5564	CAPITAL OUTLAY--WING WALL	6,835.00	6,835.00	100,000.00	93,165.00	6.8
14-40-5565	CAPITAL OUTLAY-SH66/CR7 UNDER	.00	.00	375,000.00	375,000.00	.0
14-40-5591	CAPITAL OUTLAY-X BRIDGE DESIGN	.00	.00	175,000.00	175,000.00	.0
14-40-5600	VEHICLE LEASE--CM	627.31	627.31	.00	(627.31)	.0
14-40-5720	CONTINGENCIES	.00	.00	47,500.00	47,500.00	.0
	TOTAL EXPENDITURES	27,292.81	261,718.06	5,902,500.00	5,640,781.94	4.4
	TOTAL FUND EXPENDITURES	27,292.81	261,718.06	5,902,500.00	5,640,781.94	4.4

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2022

Section 9, Item b.

TRANSPORTATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	415,006.00	2,551,222.22	(1,281,155.00)	(3,832,377.22)	199.1

TOWN OF MEAD
BALANCE SHEET
SEPTEMBER 30, 2022

Section 9, Item b.

PARKS & OPEN SPACE

ASSETS

18-01-0100	CASH IN COMMON - PARKS & OPEN	1,664,576.50	
	TOTAL ASSETS		1,664,576.50

LIABILITIES AND EQUITY

FUND EQUITY

18-02-3001	FUND BALANCE	1,167,514.38	
18-02-3005	FUND BALANCE - OPEN SPACE	637,109.78	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	(140,047.66)	
	BALANCE - CURRENT DATE	(140,047.66)	
	TOTAL FUND EQUITY		1,664,576.50
	TOTAL LIABILITIES AND EQUITY		1,664,576.50

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2022

Section 9, Item b.

PARKS & OPEN SPACE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>FEEES</u>					
18-11-4165	IMPACT FEES	25,362.00	247,984.00	744,077.00	496,093.00	33.3
	TOTAL FEES	25,362.00	247,984.00	744,077.00	496,093.00	33.3
	<u>MISCELLANEOUS REVENUE</u>					
18-18-4527	GPCO GRANT--FISHING IS FUN	.00	89,625.00	.00	(89,625.00)	.0
18-18-4619	INTEREST & DIVIDEND INCOME	3,503.02	11,756.96	1,200.00	(10,556.96)	979.8
	TOTAL MISCELLANEOUS REVENUE	3,503.02	101,381.96	1,200.00	(100,181.96)	8448.5
	TOTAL FUND REVENUE	28,865.02	349,365.96	745,277.00	395,911.04	46.9
	<u>ADMINISTRATION</u>					
18-40-5500	CAPITAL OUTLAY	2,200.00	453,727.89	400,000.00	(53,727.89)	113.4
18-40-5720	CONTINGENCIES	.00	.00	200,000.00	200,000.00	.0
	TOTAL ADMINISTRATION	2,200.00	453,727.89	600,000.00	146,272.11	75.6
	<u>DEPARTMENT 45</u>					
18-45-5500	CAPITAL OUTLAY	.00	18,333.00	18,333.00	.00	100.0
	TOTAL DEPARTMENT 45	.00	18,333.00	18,333.00	.00	100.0
	<u>CAPITAL PROJECTS</u>					
18-52-5500	CAPITAL OUTLAY	.00	17,352.73	168,000.00	150,647.27	10.3
	TOTAL CAPITAL PROJECTS	.00	17,352.73	168,000.00	150,647.27	10.3
	TOTAL FUND EXPENDITURES	2,200.00	489,413.62	786,333.00	296,919.38	62.2
	NET REVENUE OVER EXPENDITURES	26,665.02	(140,047.66)	(41,056.00)	98,991.66	(341.1)

TOWN OF MEAD
BALANCE SHEET
SEPTEMBER 30, 2022

Section 9, Item b.

CAPITAL IMPROVEMENT FUND

ASSETS

19-01-0100	COMBINED CASH	931,152.98	
	TOTAL ASSETS		931,152.98

LIABILITIES AND EQUITY

FUND EQUITY

19-02-3001	FUND BALANCE	925,415.32	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	5,737.66	
	BALANCE - CURRENT DATE	5,737.66	
	TOTAL FUND EQUITY		931,152.98
	TOTAL LIABILITIES AND EQUITY		931,152.98

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2022

Section 9, Item b.

CAPITAL IMPROVEMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>MISCELLANEOUS REVENUE</u>					
19-18-4619	INTEREST & DIVIDEND INCOME	1,959.56	5,737.66	3,500.00	(2,237.66)	163.9
	TOTAL MISCELLANEOUS REVENUE	1,959.56	5,737.66	3,500.00	(2,237.66)	163.9
	TOTAL FUND REVENUE	1,959.56	5,737.66	3,500.00	(2,237.66)	163.9
	NET REVENUE OVER EXPENDITURES	1,959.56	5,737.66	3,500.00	(2,237.66)	163.9

TOWN OF MEAD
BALANCE SHEET
SEPTEMBER 30, 2022

Section 9, Item b.

MEAD URBAN RENEWAL AUTHORITY

ASSETS

20-01-0100	COMBINED CASH	3,414,974.69	
20-01-1250	PROPERTY TAX RECEIVABLE	2,419,438.00	
20-01-1301	A/R - MURA	610.60	
	TOTAL ASSETS		5,835,023.29

LIABILITIES AND EQUITY

LIABILITIES

20-02-2300	EMPLOYEE PENSION PAYABLE	488.60	
20-02-2310	EMPLOYEE HEALTH INS. PAYABLE	2,102.00	
20-02-2312	WORKERS COMP INSURANCE PAYABLE	368.22	
20-02-2314	401(A) CONTRIBUTIONS PAYABLE	1,346.95	
20-02-2400	FED. WITHHOLDING TAX PAYABLE	840.72	
20-02-2401	SOCIAL SECURITY TAX PAYABLE	564.91	
20-02-2402	MEDICARE TAX PAYABLE	189.52	
20-02-2403	STATE WITHHOLDING TAX PAYABLE	803.97	
20-02-2404	STATE UNEMPLOYMENT TAX PAYABLE	89.17	
20-02-2410	MISC PAYROLL PAYABLE	5,832.86	
20-02-2700	DEFERRED INFLOWS- PROPERTY TAX	2,419,438.00	
	TOTAL LIABILITIES		2,432,064.92

FUND EQUITY

20-02-3001	FUND BALANCE	3,518,577.66	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	(115,619.29)	
	BALANCE - CURRENT DATE	(115,619.29)	
	TOTAL FUND EQUITY		3,402,958.37
	TOTAL LIABILITIES AND EQUITY		5,835,023.29

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2022

Section 9, Item b.

MEAD URBAN RENEWAL AUTHORITY

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>TAXES</u>					
20-10-4050	TAX INCREMENT REVENUE (TIF)	35,878.15	2,382,710.54	2,424,921.00	42,210.46	98.3
	TOTAL TAXES	35,878.15	2,382,710.54	2,424,921.00	42,210.46	98.3
	<u>FEES</u>					
20-11-4110	ADMINISTRATIVE FEE	3,099.00	9,297.00	12,396.00	3,099.00	75.0
	TOTAL FEES	3,099.00	9,297.00	12,396.00	3,099.00	75.0
	<u>MISCELLANEOUS REVENUE</u>					
20-18-4619	INTEREST & DIVIDEND INCOME	7,186.64	28,003.24	3,153.00	(24,850.24)	888.2
	TOTAL MISCELLANEOUS REVENUE	7,186.64	28,003.24	3,153.00	(24,850.24)	888.2
	TOTAL FUND REVENUE	46,163.79	2,420,010.78	2,440,470.00	20,459.22	99.2
	<u>ADMINISTRATION</u>					
20-40-5001	SALARIES & WAGES	13,207.39	133,628.63	177,730.00	44,101.37	75.2
20-40-5055	OVERTIME	.00	.89	.00	(.89)	.0
20-40-5060	PAYROLL TAXES	784.99	9,854.38	13,596.00	3,741.62	72.5
20-40-5065	WORKERS COMP	100.01	1,099.12	550.00	(549.12)	199.8
20-40-5066	HEALTH INSURANCE	831.78	16,082.90	22,050.00	5,967.10	72.9
20-40-5067	DEFERRED COMP/RETIREMENT	874.92	8,776.31	2,281.00	(6,495.31)	384.8
20-40-5068	MEDICAL SAVINGS	20.85	403.38	117.00	(286.38)	344.8
20-40-5100	TIF REVENUE SHARING	3,099.00	1,347,757.32	1,396,953.00	49,195.68	96.5
20-40-5300	TELEPHONE	.00	328.50	100.00	(228.50)	328.5
20-40-5320	GENERAL LIABILITY INSURANCE	19.45	1,963.88	2,982.00	1,018.12	65.9
20-40-5400	LEGAL FEES	205.00	4,520.53	40,000.00	35,479.47	11.3
20-40-5401	CONSULTING FEES	805.34	6,578.44	40,000.00	33,421.56	16.5
20-40-5415	AUDIT FEES	.00	2,198.50	2,199.00	.50	100.0
20-40-5425	COUNTY TREASURER'S FEE	538.16	35,740.52	36,374.00	633.48	98.3
20-40-5427	TIF ADVANCE	.00	.00	1,000,000.00	1,000,000.00	.0
20-40-5500	CAPITAL OUTLAY	.00	27,232.71	33,333.00	6,100.29	81.7
20-40-5700	MISC. EXPENSE	.00	839.06	.00	(839.06)	.0
20-40-5705	MILEAGE	.00	1,125.00	.00	(1,125.00)	.0
20-40-5914	TRANSFER TO TRANSPORTATION FD	312,500.00	937,500.00	1,250,000.00	312,500.00	75.0
	TOTAL ADMINISTRATION	332,986.89	2,535,630.07	4,018,265.00	1,482,634.93	63.1
	TOTAL FUND EXPENDITURES	332,986.89	2,535,630.07	4,018,265.00	1,482,634.93	63.1

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2022

Section 9, Item b.

MEAD URBAN RENEWAL AUTHORITY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	(286,823.10)	(115,619.29)	(1,577,795.00)	(1,462,175.71)	(7.3)

TOWN OF MEAD
BALANCE SHEET
SEPTEMBER 30, 2022

Section 9, Item b.

ART IN PUBLIC PLACES FUND

ASSETS

21-01-0100	COMBINED CASH	(1,735.80)	
	TOTAL ASSETS		(1,735.80)

LIABILITIES AND EQUITY

LIABILITIES

21-02-2000	ACCOUNTS PAYABLE	(295.90)	
	TOTAL LIABILITIES		(295.90)

FUND EQUITY

21-02-3001	FUND BALANCE	6,100.74	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	(7,540.64)	
	BALANCE - CURRENT DATE	(7,540.64)	
	TOTAL FUND EQUITY		(1,439.90)
	TOTAL LIABILITIES AND EQUITY		(1,735.80)

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2022

Section 9, Item b.

ART IN PUBLIC PLACES FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>MISCELLANEOUS REVENUE</u>					
21-18-4619	INTEREST & DIVIDEND INCOME	(3.65)	(1.44)	6.00	7.44	(24.0)
	TOTAL MISCELLANEOUS REVENUE	(3.65)	(1.44)	6.00	7.44	(24.0)
	TOTAL FUND REVENUE	(3.65)	(1.44)	6.00	7.44	(24.0)
	<u>ADMINISTRATION</u>					
21-40-5500	CAPITAL OUTLAY	.00	7,539.20	6,107.00	(1,432.20)	123.5
	TOTAL ADMINISTRATION	.00	7,539.20	6,107.00	(1,432.20)	123.5
	TOTAL FUND EXPENDITURES	.00	7,539.20	6,107.00	(1,432.20)	123.5
	NET REVENUE OVER EXPENDITURES	(3.65)	(7,540.64)	(6,101.00)	1,439.64	(123.6)

Report Criteria:

Report type: GL detail

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
10/22	10/13/2022	35474	Jesse Cornett	09122022	01-49-5261	Community Day Performance	2,500.00- V
Total 35474:							2,500.00-
10/22	10/13/2022	35615	Jesse Cornett	09122022	01-49-5261	Community Day Performance	2,500.00
Total 35615:							2,500.00
10/22	10/31/2022	35616	AAA AUTO PARTS INC.	244257	01-45-5216	Oil Filter	35.97
10/22	10/31/2022	35616	AAA AUTO PARTS INC.	244303	01-44-5216	Maintenance PW03	361.77
10/22	10/31/2022	35616	AAA AUTO PARTS INC.	244545	01-44-5216	TRAILER WIRE - PW04	39.17
10/22	10/31/2022	35616	AAA AUTO PARTS INC.	244545	01-44-5216	Brake, Filter, Oil - PW03	118.41
Total 35616:							555.32
10/22	10/31/2022	35617	ADAMSON POLICE PRODUCTS	INV385474	01-42-5254	Uniform & Tools	160.91
10/22	10/31/2022	35617	ADAMSON POLICE PRODUCTS	INV385475	01-42-5255	Sfty Grift, Adapter, Holder	160.91
10/22	10/31/2022	35617	ADAMSON POLICE PRODUCTS	INV385479	01-42-5254	Uniform	16.19
10/22	10/31/2022	35617	ADAMSON POLICE PRODUCTS	INV385845	01-42-5254	Uniform	67.45
10/22	10/31/2022	35617	ADAMSON POLICE PRODUCTS	INV386183	01-42-5254	Uniform	84.55
Total 35617:							490.01
10/22	10/31/2022	35618	Altitude Recreation Inc	2204311	05-45-5506	TH Equipment Demo, Dispose & Install	10,175.00
Total 35618:							10,175.00
10/22	10/31/2022	35619	AMERICAN SOCIETY OF CIVIL	10202022	01-01-1302	ASCE Annl Renewal - Member #368659	280.00
Total 35619:							280.00
10/22	10/31/2022	35620	Angel Armor LLC	INV3770	01-42-5254	Uniforms	1,326.97
Total 35620:							1,326.97
10/22	10/31/2022	35621	AXON ENTERPRISES, INC.	INUS104925	01-42-5255	Taser Bundle	1,403.99
10/22	10/31/2022	35621	AXON ENTERPRISES, INC.	INUS104982	01-42-5255	2021 Taser Bundle Taser add on access	4,366.74
Total 35621:							5,770.73
10/22	10/31/2022	35622	BK Tire	22855	01-42-5216	Tire Repair - Unit 9	22.00
10/22	10/31/2022	35622	BK Tire	23775	01-42-5216	Tires - Unit 4	743.48
10/22	10/31/2022	35622	BK Tire	24041	01-42-5216	Tire Repair - Unit 7	22.00
Total 35622:							787.48
10/22	10/31/2022	35623	Brakes Plus LLC	1428723646	01-42-5216	Maintenance - #4	75.29
10/22	10/31/2022	35623	Brakes Plus LLC	1428801531	01-42-5216	Maintenance - 32719	101.32
Total 35623:							176.61
10/22	10/31/2022	35624	Brent Newbanks	102022	01-42-5330	Meal Reimbursement - Dallas 10-15 to 1	225.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 35624:							225.00
10/22	10/31/2022	35625	Brittany Weingardt	10312022	99-01-1075	Refund overpayment. Account 884.04	87.04
Total 35625:							87.04
10/22	10/31/2022	35626	Caroline Riepler	1000.01 092	99-01-1075	Refund overpayment. Account 1000.01	62.91
Total 35626:							62.91
10/22	10/31/2022	35627	CASELLE	120147	01-40-5201	Support	816.20
10/22	10/31/2022	35627	CASELLE	120147	06-40-5201	Support	371.00
10/22	10/31/2022	35627	CASELLE	120147	01-42-5201	Support	148.40
10/22	10/31/2022	35627	CASELLE	120147	01-48-5201	Support	148.40
Total 35627:							1,484.00
10/22	10/31/2022	35628	CIRSA	221920	01-40-5320	Additions to 2022 Policy	15.05
10/22	10/31/2022	35628	CIRSA	221920	01-41-5320	Additions to 2022 Policy	6.02
10/22	10/31/2022	35628	CIRSA	221920	01-42-5320	Additions to 2022 Policy	84.26
10/22	10/31/2022	35628	CIRSA	221920	01-43-5320	Additions to 2022 Policy	24.08
10/22	10/31/2022	35628	CIRSA	221920	01-44-5320	Additions to 2022 Policy	75.25
10/22	10/31/2022	35628	CIRSA	221920	01-45-5320	Additions to 2022 Policy	30.10
10/22	10/31/2022	35628	CIRSA	221920	01-47-5320	Additions to 2022 Policy	15.05
10/22	10/31/2022	35628	CIRSA	221920	01-48-5320	Additions to 2022 Policy	6.02
10/22	10/31/2022	35628	CIRSA	221920	01-49-5320	Additions to 2022 Policy	24.08
10/22	10/31/2022	35628	CIRSA	221920	06-40-5320	Additions to 2022 Policy	15.05
10/22	10/31/2022	35628	CIRSA	221920	20-40-5320	Additions to 2022 Policy	6.02
Total 35628:							300.98
10/22	10/31/2022	35629	City of Loveland	10008576	01-42-5330	Police Training	800.00
Total 35629:							800.00
10/22	10/31/2022	35630	Cribari Law Firm	9.30.22	01-48-5455	Prosecuting Attorney	2,408.00
Total 35630:							2,408.00
10/22	10/31/2022	35631	David Jay Thrower	257	01-48-5040	Municipal court judge - Sept	1,000.00
Total 35631:							1,000.00
10/22	10/31/2022	35632	Denali Water Solutions LLC	INV352852	06-47-5231	Sludge Disposal	909.23
Total 35632:							909.23
10/22	10/31/2022	35633	Ditesco LLC	2022-458	09-51-5500	Community Center	2,225.63
10/22	10/31/2022	35633	Ditesco LLC	2022-459	09-50-5511	PW Facility	2,758.00
Total 35633:							4,983.63
10/22	10/31/2022	35634	FBI-LEEDA	200075676	01-42-5330	CLI - Boulder, CO 11/2022	695.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 35634:							695.00
10/22	10/31/2022	35635	Felsburg Holt & Ullevig	35179	01-02-2615	Meadow Ridge (297)	100.00
10/22	10/31/2022	35635	Felsburg Holt & Ullevig	35188	14-40-5500	Professional Services for Sept 2022 - Pr	36,831.50
10/22	10/31/2022	35635	Felsburg Holt & Ullevig	35239	01-02-2615	Lawson Construction (319)	250.00
Total 35635:							37,181.50
10/22	10/31/2022	35636	Fit For You Mead	1013	01-49-5265	Sr. Exercise	232.00
Total 35636:							232.00
10/22	10/31/2022	35637	Fox Tuttle Transportation Group	19021-43	04-44-5405	Mead On-Call Services	300.00
Total 35637:							300.00
10/22	10/31/2022	35638	FRONT RANGE PORTABLE RES	10763	01-49-5261	Community Day Bathrooms	840.00
Total 35638:							840.00
10/22	10/31/2022	35639	FRONTIER SELF STORAGE	110122	01-40-5700	Storage	100.00
Total 35639:							100.00
10/22	10/31/2022	35640	Gather Marketing Services LLC	1266.06 103	99-01-1075	Refund overpayment. Account 1266.06	59.74
Total 35640:							59.74
10/22	10/31/2022	35641	GMCO CORPORATION	22-8203	01-44-5364	Torch RT	2,782.63
10/22	10/31/2022	35641	GMCO CORPORATION	22-8209	01-44-5364	Torch RT	2,852.52
10/22	10/31/2022	35641	GMCO CORPORATION	22-8210	01-44-5364	Torch RT	2,673.65
Total 35641:							8,308.80
10/22	10/31/2022	35642	Graves Consulting LLC	100322	01-40-5401	2022 Comp Study	5,055.00
Total 35642:							5,055.00
10/22	10/31/2022	35643	GRC Consulting Inc	11281	04-44-5215	Street Sweeping - June	3,832.50
10/22	10/31/2022	35643	GRC Consulting Inc	11502	04-44-5215	Street Sweeping - July	3,832.50
Total 35643:							7,665.00
10/22	10/31/2022	35644	GREELEY LOCK AND KEY	0000019005	09-50-5511	Network	26,628.68
10/22	10/31/2022	35644	GREELEY LOCK AND KEY	0000019142	09-50-5511	Ava Aware Subscription	2,876.80
Total 35644:							29,505.48
10/22	10/31/2022	35645	HOFFMAN,PARKER,WILSON &	11022050-00	01-02-2615	Legal for Raterink Lift Station	2,470.00
10/22	10/31/2022	35645	HOFFMAN,PARKER,WILSON &	11022050-00	01-02-2615	Legal for Raterink Lift Station	6,076.09
Total 35645:							8,546.09
10/22	10/31/2022	35646	Imprints Fort Collins	E31713	01-47-5203	Mead Clothing	999.82
10/22	10/31/2022	35646	Imprints Fort Collins	E31713	01-40-5203	Mead Clothing	564.28

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 35646:							1,564.10
10/22	10/31/2022	35647	INFUSION ARCHITECTS	2 10.3.22	09-50-5500	Town Hall Courtroom Remodel	5,209.64
Total 35647:							5,209.64
10/22	10/31/2022	35648	INTERSTATE FORD	922698	01-44-5216	Maintenance - 66828	89.01
10/22	10/31/2022	35648	INTERSTATE FORD	925792	01-42-5215	Maintenance - 07144	82.62
Total 35648:							171.63
10/22	10/31/2022	35649	Invision GIS, LLC	2096	06-40-5405	Sewer	343.75
10/22	10/31/2022	35649	Invision GIS, LLC	2096	01-43-5201	Quarterly updates	680.00
Total 35649:							1,023.75
10/22	10/31/2022	35650	JARVIS	5617	01-49-5260	Rec Fees	201.45
Total 35650:							201.45
10/22	10/31/2022	35651	Justin Kulbacki	1413.04 103	99-01-1075	Refund overpayment. Account 1413.04	55.08
Total 35651:							55.08
10/22	10/31/2022	35652	Kayelynn Green	10302022	01-49-5330	Mileage	131.88
10/22	10/31/2022	35652	Kayelynn Green	10302022	01-49-5330	Meals	176.25
Total 35652:							308.13
10/22	10/31/2022	35653	KISSINGER & FELLMAN PC	3048	01-90-8155	Broadband	91.50
Total 35653:							91.50
10/22	10/31/2022	35654	KLEEN-TECH SERVICES CORP	INVG000502	01-40-5050	Janitorial Services - Sept. 22	639.19
10/22	10/31/2022	35654	KLEEN-TECH SERVICES CORP	INVG000502	01-42-5050	Janitorial Services - Sept. 22	592.31
10/22	10/31/2022	35654	KLEEN-TECH SERVICES CORP	INVG000502	01-44-5050	Janitorial Services - Sept. 22	190.31
Total 35654:							1,421.81
10/22	10/31/2022	35655	KONICA MINOLTA BUSINESS S	282999518	01-42-5315	Copies	78.62
10/22	10/31/2022	35655	KONICA MINOLTA BUSINESS S	283020455	01-40-5315	Copies	139.20
Total 35655:							217.82
10/22	10/31/2022	35656	KONICA MINOLTA PREMIER FIN	484216049	01-40-5315	Copier Lease	219.61
10/22	10/31/2022	35656	KONICA MINOLTA PREMIER FIN	484216049	01-42-5315	Copier Lease	96.12
Total 35656:							315.73
10/22	10/31/2022	35657	Krische Construction, Inc	21086 14	09-50-5511	PW Facility	204,980.75
10/22	10/31/2022	35657	Krische Construction, Inc	21086 14	09-02-2005	PW Facility	10,249.04-
Total 35657:							194,731.71
10/22	10/31/2022	35658	Language Line Services Inc	10652393	01-41-5230	Ballot Language Translation	10.17

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10/22	10/31/2022	35658	Language Line Services Inc	10652393	01-02-2615	Ballot Language Translation	194.81
Total 35658:							204.98
10/22	10/31/2022	35659	LITTLE THOMPSON WATER DIS	11553	04-44-5361	Dust Control CR 7	2,643.00
Total 35659:							2,643.00
10/22	10/31/2022	35660	LONGMONT HUMANE SOCIETY	ME093022	01-42-5346	Animal Impounds	385.00
Total 35660:							385.00
10/22	10/31/2022	35661	LOVELAND BARRICADE LLC	18817	04-44-5252	School Zone	240.00
10/22	10/31/2022	35661	LOVELAND BARRICADE LLC	18894	01-44-5369	Striping	17,137.49
Total 35661:							17,377.49
10/22	10/31/2022	35662	MAC EQUIPMENT INC	07112022CR	01-18-4620	Return refund; credit taken on ck 35209	134.65
10/22	10/31/2022	35662	MAC EQUIPMENT INC	413430	01-45-5216	Parks	23.96
Total 35662:							158.61
10/22	10/31/2022	35663	MAIN STREET MAT COMPANY	139105	01-40-5210	Mat svcs	60.36
10/22	10/31/2022	35663	MAIN STREET MAT COMPANY	139106	01-42-5210	Mat svcs	23.97
10/22	10/31/2022	35663	MAIN STREET MAT COMPANY	139106	01-44-5210	Mat svcs	23.98
Total 35663:							108.31
10/22	10/31/2022	35664	MCDONALD FARMS ENTERPRI	0066946-IN	01-45-5310	Rolloff Demo and Fuel	429.00
10/22	10/31/2022	35664	MCDONALD FARMS ENTERPRI	0066980-IN	01-49-5262	Roll off Demo	4,761.00
Total 35664:							5,190.00
10/22	10/31/2022	35665	Metro Pavers, Inc	214800	01-02-2600	Asphalt Patching	15,000.00
10/22	10/31/2022	35665	Metro Pavers, Inc	214800	04-44-5365	Asphalt Patching	302,278.26
10/22	10/31/2022	35665	Metro Pavers, Inc	214800	04-02-2005	Asphalt Patching	15,863.91
Total 35665:							301,414.35
10/22	10/31/2022	35666	MICHOW COX & MCASKIN LLP	Mead.Jul202	01-40-5400	Legal Services (dbl invoiced)	375.00-
10/22	10/31/2022	35666	MICHOW COX & MCASKIN LLP	Mead.June20	01-40-5400	Legal Services (dbl invoiced)	375.00-
10/22	10/31/2022	35666	MICHOW COX & MCASKIN LLP	Mead.Sep20	01-02-2615	Waterfront (307)	1,691.25
10/22	10/31/2022	35666	MICHOW COX & MCASKIN LLP	Mead.Sep20	01-02-2615	Meadow Ridge (297)	3,795.75
10/22	10/31/2022	35666	MICHOW COX & MCASKIN LLP	Mead.Sep20	01-02-2615	Lawson Const. (319)	1,936.50
10/22	10/31/2022	35666	MICHOW COX & MCASKIN LLP	Mead.Sep20	01-02-2615	Specialty Products (322)	975.50
10/22	10/31/2022	35666	MICHOW COX & MCASKIN LLP	Mead.Sep20	01-02-2615	Red Barn Metro (325)	382.50
10/22	10/31/2022	35666	MICHOW COX & MCASKIN LLP	Mead.Sep20	01-02-2615	Grand Meadow PUD (308)	615.00
10/22	10/31/2022	35666	MICHOW COX & MCASKIN LLP	Mead.Sep20	01-02-2615	QuickTrip (294)	1,997.50
10/22	10/31/2022	35666	MICHOW COX & MCASKIN LLP	Mead.Sep20	01-02-2615	AMK Annexation (326)	1,755.75
10/22	10/31/2022	35666	MICHOW COX & MCASKIN LLP	Mead.Sep20	01-02-2615	Raterink (259)	1,645.00
10/22	10/31/2022	35666	MICHOW COX & MCASKIN LLP	Mead.Sep20	01-02-2615	Agfinity (282)	2,840.75
10/22	10/31/2022	35666	MICHOW COX & MCASKIN LLP	Mead.Sep20	01-02-2615	Schulz	601.00
10/22	10/31/2022	35666	MICHOW COX & MCASKIN LLP	Mead.Sep20	01-02-2615	Postle (292)	685.00
10/22	10/31/2022	35666	MICHOW COX & MCASKIN LLP	Mead.Sep20	01-02-2615	Iglesia (272)	797.50
10/22	10/31/2022	35666	MICHOW COX & MCASKIN LLP	Mead.Sep20	01-02-2615	17790 CR 7 (Shiers) Annex (327)	1,450.75
10/22	10/31/2022	35666	MICHOW COX & MCASKIN LLP	Mead.Sep20	01-02-2615	Ritchie Bros.	202.50

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10/22	10/31/2022	35666	MICHOW COX & MCASKIN LLP	Mead.Sep20	01-02-2615	Liberty Ranch (320)	787.50
10/22	10/31/2022	35666	MICHOW COX & MCASKIN LLP	Mead.Sep20	01-02-2615	Elevation 25 (296)	123.75
10/22	10/31/2022	35666	MICHOW COX & MCASKIN LLP	Mead.Sep20	01-02-2615	Mead Place (293)	137.50
10/22	10/31/2022	35666	MICHOW COX & MCASKIN LLP	Mead.Sep20	01-02-2615	St. Acacius (290)	292.50
10/22	10/31/2022	35666	MICHOW COX & MCASKIN LLP	Mead.Sep20	01-02-2615	Sugar Beet Solar (323)	67.50
10/22	10/31/2022	35666	MICHOW COX & MCASKIN LLP	Mead.Sep20	01-40-5400	Mileage Reimbursement	58.79
10/22	10/31/2022	35666	MICHOW COX & MCASKIN LLP	Mead.Sep20	06-40-5400	Mileage Reimbursement	3.09
10/22	10/31/2022	35666	MICHOW COX & MCASKIN LLP	Sept 2022 -	01-40-5400	Legal Services - Sept	14,725.00
10/22	10/31/2022	35666	MICHOW COX & MCASKIN LLP	Sept 2022 -	06-40-5400	Legal Services - Sept	775.00
Total 35666:							37,592.88
10/22	10/31/2022	35667	Minuteman Press	4729	01-49-5202	Postcards - Community Day	574.09
10/22	10/31/2022	35667	Minuteman Press	4730	01-49-5205	Postage - CD	799.56
10/22	10/31/2022	35667	Minuteman Press	5411	01-40-5202	Note Cards	164.87
Total 35667:							1,538.52
10/22	10/31/2022	35668	MJT Communications	13649	01-40-5300	New Front Desk Phone	150.00
10/22	10/31/2022	35668	MJT Communications	13662	01-40-5201	Computer Consulting - Nov 22	1,042.00
Total 35668:							1,192.00
10/22	10/31/2022	35669	MOUNTAIN TRUCK & EQUIP	14760-33055	01-44-5216	Headlight - PW-01	37.98
Total 35669:							37.98
10/22	10/31/2022	35670	Nectar HR	10529	01-49-5349	Wellness Redemption	54.00
Total 35670:							54.00
10/22	10/31/2022	35671	NEOGOV	INV-24355	01-40-5075	Software Services - onboarding	6,174.00
Total 35671:							6,174.00
10/22	10/31/2022	35672	NEXT STEP COMMUNICATION L	8584.1	09-50-5511	PW Conference Room	1,450.00
Total 35672:							1,450.00
10/22	10/31/2022	35673	NEXTRUST INC.	336757	06-40-5205	Utility Bills & Postage	378.14
10/22	10/31/2022	35673	NEXTRUST INC.	336757	06-40-5410	Utility Bills & Postage	163.42
Total 35673:							541.56
10/22	10/31/2022	35674	Pattlen Enterprises Inc	1887131-00	05-45-5506	Aerator and Turf Service	12,620.70
Total 35674:							12,620.70
10/22	10/31/2022	35675	PET PICK-UPS	29838	01-45-5210	Bare Bones Bags	277.66
Total 35675:							277.66
10/22	10/31/2022	35676	Prairie Mountian Media	325014	01-41-5340	Published Notices - Sept 22	113.19
10/22	10/31/2022	35676	Prairie Mountian Media	325014	01-02-2615	Published Notices - Agfinity (282)	29.87
10/22	10/31/2022	35676	Prairie Mountian Media	325014	01-02-2615	Published Notices - Schulz	29.87

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Total 35676:							172.93
10/22	10/31/2022	35677	Precision Employment Consulting	093022	01-40-5401	Consulting - Sept	6,746.55
10/22	10/31/2022	35677	Precision Employment Consulting	093022	06-40-5401	Consulting - Sept	362.01
10/22	10/31/2022	35677	Precision Employment Consulting	093022	20-40-5401	Consulting - Sept	249.44
Total 35677:							7,358.00
10/22	10/31/2022	35678	Professional Management System	84699	01-40-5401	Financial Consulting - Sept 22	5,340.00
10/22	10/31/2022	35678	Professional Management System	84699	06-40-5401	Financial Consulting - Sept 22	667.50
10/22	10/31/2022	35678	Professional Management System	84699	20-40-5401	Financial Consulting - Sept 22	667.50
Total 35678:							6,675.00
10/22	10/31/2022	35679	RAMEY ENVIRONMENTAL COM	24613	06-47-5215	WWTP	745.48
10/22	10/31/2022	35679	RAMEY ENVIRONMENTAL COM	24615	06-47-5215	WWTP	351.63
Total 35679:							1,097.11
10/22	10/31/2022	35680	Rugged Notebooks	68789	01-42-5255	Notebook	10,595.04
Total 35680:							10,595.04
10/22	10/31/2022	35681	Safebuilt	0090748-IN	01-43-5460	Plan Review/ Permit Inspection	29,507.80
Total 35681:							29,507.80
10/22	10/31/2022	35682	Safety and Construction Supply	4769	01-44-5255	Safety	928.49
10/22	10/31/2022	35682	Safety and Construction Supply	4770	04-44-5252	Delineators	2,845.00
10/22	10/31/2022	35682	Safety and Construction Supply	4867	01-44-5255	Safety	119.94
Total 35682:							3,893.43
10/22	10/31/2022	35683	Sirchie Acquisition Company, LLC	0562865-IN	01-42-5210	Evd Tubing	84.70
Total 35683:							84.70
10/22	10/31/2022	35684	Slate Communications	2728	01-41-5841	TWTH	5,670.00
10/22	10/31/2022	35684	Slate Communications	2728	01-49-5401	Community Day - postcard	870.00
10/22	10/31/2022	35684	Slate Communications	2728	01-49-5401	Potential Tax Mailer	1,740.00
10/22	10/31/2022	35684	Slate Communications	2728	01-90-8151	Economic Dev	14,377.00
Total 35684:							22,657.00
10/22	10/31/2022	35685	Smith Power Products, INC	530783	06-47-5215	Generator at TH	1,428.86
10/22	10/31/2022	35685	Smith Power Products, INC	530787	06-47-5215	Lube and Filter	2,184.30
Total 35685:							3,613.16
10/22	10/31/2022	35686	STAPLES ADVANTAGE	7362989986-	01-40-5210	TH Operating Supplies	45.38-
10/22	10/31/2022	35686	STAPLES ADVANTAGE	8067791175	01-40-5200	TH Office Supplies	348.80
10/22	10/31/2022	35686	STAPLES ADVANTAGE	8067791175	01-40-5210	TH Operating Supplies	25.96
10/22	10/31/2022	35686	STAPLES ADVANTAGE	8067791175	01-42-5200	PD Office Supplies	18.40
10/22	10/31/2022	35686	STAPLES ADVANTAGE	8067791175	01-42-5210	PD Operating Supplies	233.57

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Total 35686:							581.35
10/22	10/31/2022	35687	STERLING TALENT SOLUTIONS	9127370	01-45-5075	Background Checks - CW	61.46
Total 35687:							61.46
10/22	10/31/2022	35688	TDS	6545 101922	01-40-5325	Internet	457.30
Total 35688:							457.30
10/22	10/31/2022	35689	TOWN OF MEAD	31.11 092022	01-42-5305	201 Welker Sewer 9/2022	53.52
10/22	10/31/2022	35689	TOWN OF MEAD	338.01 0920	01-40-5305	Town Hall Sewer 9/2022	67.54
10/22	10/31/2022	35689	TOWN OF MEAD	453.01 0920	01-44-5305	PD/ PW Sewer (535 Main St)9/2022	42.67
10/22	10/31/2022	35689	TOWN OF MEAD	453.01 0920	01-42-5305	PD/ PW Sewer (535 Main St)9/2022	42.66
10/22	10/31/2022	35689	TOWN OF MEAD	478.02 0920	01-40-5305	242 Main St 9/2022	57.88
10/22	10/31/2022	35689	TOWN OF MEAD	566.02 0920	01-45-5305	Bean Plant Sewer 9/2022	57.88
10/22	10/31/2022	35689	TOWN OF MEAD	630.04 0920	01-40-5305	505 3rd St Sewer 9/2022	53.52
Total 35689:							375.67
10/22	10/31/2022	35690	Trent McFadden	101722	01-44-5075	CDL Permit/Test	31.87
Total 35690:							31.87
10/22	10/31/2022	35691	TRIDENT SECURITY SYSTEMS	24469	01-40-5305	Monitoring Q4	105.00
10/22	10/31/2022	35691	TRIDENT SECURITY SYSTEMS	24469	01-42-5305	Monitoring Q4	105.00
10/22	10/31/2022	35691	TRIDENT SECURITY SYSTEMS	25069	09-50-5511	PW Facility - Alarm +	3,049.50
Total 35691:							3,259.50
10/22	10/31/2022	35692	UCHEALTH MEDICAL GROUP	275376	01-44-5075	WC Drug Test	40.00
Total 35692:							40.00
10/22	10/31/2022	35693	US Bank Voyager Fleet Systems	8694028342	01-40-5253	Fuel	100.29
10/22	10/31/2022	35693	US Bank Voyager Fleet Systems	8694028342	01-42-5253	Fuel	3,181.94
10/22	10/31/2022	35693	US Bank Voyager Fleet Systems	8694028342	01-44-5253	Fuel	2,035.44
10/22	10/31/2022	35693	US Bank Voyager Fleet Systems	8694028342	01-45-5253	Fuel	726.74
10/22	10/31/2022	35693	US Bank Voyager Fleet Systems	8694028342	01-47-5253	Fuel	411.68
10/22	10/31/2022	35693	US Bank Voyager Fleet Systems	8694028342	06-47-5253	Fuel	726.75
Total 35693:							7,182.84
10/22	10/31/2022	35694	Vance Brothers Inc	PA002133/P	04-44-5250	Street Resurfacing	320,128.31
Total 35694:							320,128.31
10/22	10/31/2022	35695	VARI Sales Corporation	90087795	01-40-5212	File Cabinet - RK	315.00
Total 35695:							315.00
10/22	10/31/2022	35696	VECCHI & ASSOCIATES LLC	3160	01-43-5410	Planning Consultant	1,331.25
10/22	10/31/2022	35696	VECCHI & ASSOCIATES LLC	3160-A	01-02-2615	Meadow Ridge (297)	2,601.25
10/22	10/31/2022	35696	VECCHI & ASSOCIATES LLC	3160-E	01-02-2615	Sugar Beet Solar (323)	961.25
10/22	10/31/2022	35696	VECCHI & ASSOCIATES LLC	3160-G	01-02-2615	AMK Annexation	1,746.25

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Total 35696:							6,640.00
10/22	10/31/2022	35697	Wagner Welding Supply	91379782	01-49-5700	Repair for TWTH	54.12
Total 35697:							54.12
10/22	10/31/2022	35698	WHITE BEAR ANKELE TANAKA	24266	20-40-5400	MURA Legal	164.00
Total 35698:							164.00
10/22	10/31/2022	35699	Wickham Tractor Company	IE16574	01-44-5216	Maintenance	138.53
10/22	10/31/2022	35699	Wickham Tractor Company	TE02713	01-44-5216	Rear Lower Window - Kubota	148.90
Total 35699:							287.43
10/22	10/27/2022	102722100	Kayelynn Green	10302022	01-49-5330	Mileage	131.88- V
10/22	10/31/2022	102722100	Kayelynn Green	10302022	01-49-5330	Mileage	131.88
10/22	10/27/2022	102722100	Kayelynn Green	10302022	01-49-5330	Meals	176.25- V
10/22	10/31/2022	102722100	Kayelynn Green	10302022	01-49-5330	Meals	176.25
Total 102722100:							.00
10/22	10/31/2022	103122100	CENTURY LINK	0831 092522	01-40-5300	TH Fax	67.47
10/22	10/31/2022	103122100	CENTURY LINK	4018 100122	01-40-5300	Elevator Line	75.41
10/22	10/31/2022	103122100	CENTURY LINK	4770 092522	01-42-5300	PD Fax	64.46
Total 103122100:							207.34
10/22	10/31/2022	103122101	Enterprise FM Trust	FBN4572636	08-42-5491	21 Ford Police	1,024.95
10/22	10/31/2022	103122101	Enterprise FM Trust	FBN4572636	09-45-5491	21 Ford Ranger	627.31
10/22	10/31/2022	103122101	Enterprise FM Trust	FBN4572636	09-45-5491	22 Ford F-250	855.83
10/22	10/31/2022	103122101	Enterprise FM Trust	FBN4572636	09-45-5491	22 Ford F-350	1,129.06
10/22	10/31/2022	103122101	Enterprise FM Trust	FBN4572636	09-45-5491	22 Ford F-250	845.59
10/22	10/31/2022	103122101	Enterprise FM Trust	FBN4572636	08-42-5491	22 Ford F-150	1,094.43
10/22	10/31/2022	103122101	Enterprise FM Trust	FBN4572636	09-45-5491	22 Ford Escape	648.09
10/22	10/31/2022	103122101	Enterprise FM Trust	FBN4572636	09-45-5491	22 Ford Ranger	1,256.98
Total 103122101:							7,482.24
10/22	10/31/2022	103122102	Jab Wireless Inc	0344849 10.	01-47-5305	ISP 10/17 - 11/16/22	156.29
Total 103122102:							156.29
10/22	10/31/2022	103122103	SAMSClub	4230 100222	01-41-5841	BOT	11.64
10/22	10/31/2022	103122103	SAMSClub	4230 100222	01-42-5700	Creamer	5.16
10/22	10/31/2022	103122103	SAMSClub	4230 100222	01-40-5210	Operating Supplies	88.92
Total 103122103:							105.72
10/22	10/31/2022	103122104	UNITED POWER	12650701 10	01-45-5305	Booster Pump Founders 10/2022	20.00
10/22	10/31/2022	103122104	UNITED POWER	12952800 10	01-45-5305	Mead Ponds 10/2022	20.00
10/22	10/31/2022	103122104	UNITED POWER	14305100 10	06-47-5305	WWTP 10/2022	4,005.50
10/22	10/31/2022	103122104	UNITED POWER	16836300 10	01-45-5305	Park Sprinkler Liberty 10/2022	23.63
10/22	10/31/2022	103122104	UNITED POWER	16909300 10	01-45-5305	Feather Ridge 10/2022	20.12
10/22	10/31/2022	103122104	UNITED POWER	17159100 10	01-45-5305	Sprinkler Clock Dtn 10/2022	20.02

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10/22	10/31/2022	103122104	UNITED POWER	17618300 10	01-40-5305	Town Hall 10/2022	503.55
10/22	10/31/2022	103122104	UNITED POWER	17770000 10	01-45-5305	Gazebo 10/2022	24.20
10/22	10/31/2022	103122104	UNITED POWER	18949400 10	01-42-5305	Modular PD 10/2022	202.71
10/22	10/31/2022	103122104	UNITED POWER	18949400 10	01-44-5305	Modular PW 10/2022	202.70
10/22	10/31/2022	103122104	UNITED POWER	2188170010/	01-47-5305	1341 CR 3410/2022	189.54
10/22	10/31/2022	103122104	UNITED POWER	6753101 10/	01-45-5305	Irrig Sprinkler N Creek 10/2022	20.12
10/22	10/31/2022	103122104	UNITED POWER	7490500 10/	06-47-5305	Pump lake Thomas 10/2022	20.00
10/22	10/31/2022	103122104	UNITED POWER	83701 10/5/2	01-44-5305	Shop 10/2022	97.01
10/22	10/31/2022	103122104	UNITED POWER	96302 10/5/2	06-47-5305	WWTP Lagoon 10/2022	31.51
Total 103122104:							5,400.61
10/22	10/31/2022	103122105	VERIZON WIRELESS	9917604479	06-40-5300	Wireless bill	40.01
10/22	10/31/2022	103122105	VERIZON WIRELESS	9917604479	01-40-5300	Wireless bill	40.01
10/22	10/31/2022	103122105	VERIZON WIRELESS	9917604479	01-43-5300	Wireless bill	25.54
10/22	10/31/2022	103122105	VERIZON WIRELESS	9917604479	01-44-5300	Wireless bill	117.56
10/22	10/31/2022	103122105	VERIZON WIRELESS	9917604479	01-47-5300	Wireless bill	160.04
10/22	10/31/2022	103122105	VERIZON WIRELESS	9917604479	01-48-5300	Wireless bill	50.71
10/22	10/31/2022	103122105	VERIZON WIRELESS	9917604480	01-42-5300	Wireless bill	1,039.11
Total 103122105:							1,472.98
10/22	10/31/2022	103122106	XCEL ENERGY	797259640	01-42-5305	PD/PW	31.16
10/22	10/31/2022	103122106	XCEL ENERGY	797259640	01-44-5305	PD/PW	31.16
Total 103122106:							62.32
10/22	10/31/2022	103122107	Xpress Bill Pay	68304	06-40-5701	Credit Trans Fee - Sept	527.39
Total 103122107:							527.39
Grand Totals:							1,165,232.82

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-01-1302	280.00	.00	280.00
01-02-2000	3,543.24	227,099.65-	223,556.41-
01-02-2600	15,000.00	.00	15,000.00
01-02-2615	37,240.39	.00	37,240.39
01-18-4620	134.65	.00	134.65
01-40-5050	639.19	.00	639.19
01-40-5075	6,174.00	.00	6,174.00
01-40-5200	348.80	.00	348.80
01-40-5201	1,858.20	.00	1,858.20
01-40-5202	164.87	.00	164.87
01-40-5203	564.28	.00	564.28
01-40-5210	175.24	45.38-	129.86
01-40-5212	315.00	.00	315.00
01-40-5253	100.29	.00	100.29
01-40-5300	332.89	.00	332.89
01-40-5305	787.49	.00	787.49
01-40-5315	358.81	.00	358.81

GL Account	Debit	Credit	Proof
01-40-5320	15.05	.00	15.05
01-40-5325	457.30	.00	457.30
01-40-5400	14,783.79	750.00-	14,033.79
01-40-5401	17,141.55	.00	17,141.55
01-40-5700	100.00	.00	100.00
01-41-5230	10.17	.00	10.17
01-41-5320	6.02	.00	6.02
01-41-5340	113.19	.00	113.19
01-41-5841	5,681.64	.00	5,681.64
01-42-5050	592.31	.00	592.31
01-42-5200	18.40	.00	18.40
01-42-5201	148.40	.00	148.40
01-42-5210	342.24	.00	342.24
01-42-5215	82.62	.00	82.62
01-42-5216	964.09	.00	964.09
01-42-5253	3,181.94	.00	3,181.94
01-42-5254	1,656.07	.00	1,656.07
01-42-5255	16,526.68	.00	16,526.68
01-42-5300	1,103.57	.00	1,103.57
01-42-5305	435.05	.00	435.05
01-42-5315	174.74	.00	174.74
01-42-5320	84.26	.00	84.26
01-42-5330	1,720.00	.00	1,720.00
01-42-5346	385.00	.00	385.00
01-42-5700	5.16	.00	5.16
01-43-5201	680.00	.00	680.00
01-43-5300	25.54	.00	25.54
01-43-5320	24.08	.00	24.08
01-43-5410	1,331.25	.00	1,331.25
01-43-5460	29,507.80	.00	29,507.80
01-44-5050	190.31	.00	190.31
01-44-5075	71.87	.00	71.87
01-44-5210	23.98	.00	23.98
01-44-5216	933.77	.00	933.77
01-44-5253	2,035.44	.00	2,035.44
01-44-5255	1,048.43	.00	1,048.43
01-44-5300	117.56	.00	117.56
01-44-5305	373.54	.00	373.54
01-44-5320	75.25	.00	75.25
01-44-5364	8,308.80	.00	8,308.80
01-44-5369	17,137.49	.00	17,137.49
01-45-5075	61.46	.00	61.46
01-45-5210	277.66	.00	277.66
01-45-5216	59.93	.00	59.93
01-45-5253	726.74	.00	726.74
01-45-5305	205.97	.00	205.97
01-45-5310	429.00	.00	429.00
01-45-5320	30.10	.00	30.10
01-47-5203	999.82	.00	999.82
01-47-5253	411.68	.00	411.68
01-47-5300	160.04	.00	160.04
01-47-5305	345.83	.00	345.83
01-47-5320	15.05	.00	15.05
01-48-5040	1,000.00	.00	1,000.00
01-48-5201	148.40	.00	148.40
01-48-5300	50.71	.00	50.71
01-48-5320	6.02	.00	6.02

GL Account	Debit	Credit	Proof
01-48-5455	2,408.00	.00	2,408.00
01-49-5202	574.09	.00	574.09
01-49-5205	799.56	.00	799.56
01-49-5260	201.45	.00	201.45
01-49-5261	3,340.00	2,500.00-	840.00
01-49-5262	4,761.00	.00	4,761.00
01-49-5265	232.00	.00	232.00
01-49-5320	24.08	.00	24.08
01-49-5330	616.26	308.13-	308.13
01-49-5349	54.00	.00	54.00
01-49-5401	2,610.00	.00	2,610.00
01-49-5700	54.12	.00	54.12
01-90-8151	14,377.00	.00	14,377.00
01-90-8155	91.50	.00	91.50
04-02-2000	15,863.91	636,099.57-	620,235.66-
04-02-2005	.00	15,863.91-	15,863.91-
04-44-5215	7,665.00	.00	7,665.00
04-44-5250	320,128.31	.00	320,128.31
04-44-5252	3,085.00	.00	3,085.00
04-44-5361	2,643.00	.00	2,643.00
04-44-5365	302,278.26	.00	302,278.26
04-44-5405	300.00	.00	300.00
05-02-2000	.00	22,795.70-	22,795.70-
05-45-5506	22,795.70	.00	22,795.70
06-02-2000	.00	14,049.62-	14,049.62-
06-40-5201	371.00	.00	371.00
06-40-5205	378.14	.00	378.14
06-40-5300	40.01	.00	40.01
06-40-5320	15.05	.00	15.05
06-40-5400	778.09	.00	778.09
06-40-5401	1,029.51	.00	1,029.51
06-40-5405	343.75	.00	343.75
06-40-5410	163.42	.00	163.42
06-40-5701	527.39	.00	527.39
06-47-5215	4,710.27	.00	4,710.27
06-47-5231	909.23	.00	909.23
06-47-5253	726.75	.00	726.75
06-47-5305	4,057.01	.00	4,057.01
08-02-2000	.00	2,119.38-	2,119.38-
08-42-5491	2,119.38	.00	2,119.38
09-02-2000	10,249.04	254,541.86-	244,292.82-
09-02-2005	.00	10,249.04-	10,249.04-
09-45-5491	5,362.86	.00	5,362.86
09-50-5500	5,209.64	.00	5,209.64
09-50-5511	241,743.73	.00	241,743.73
09-51-5500	2,225.63	.00	2,225.63
14-02-2000	.00	36,831.50-	36,831.50-
14-40-5500	36,831.50	.00	36,831.50
20-02-2000	.00	1,086.96-	1,086.96-
20-40-5320	6.02	.00	6.02
20-40-5400	164.00	.00	164.00
20-40-5401	916.94	.00	916.94
99-01-1075	264.77	.00	264.77
99-02-2000	.00	264.77-	264.77-
Grand Totals:	1,224,605.47	1,224,605.47-	.00

Report Criteria:

Report type: GL detail



Agenda Item Summary

MEETING DATE: November 1, 2022

SUBJECT: **Resolution No. 79-R-2022** – A Resolution of the Town of Mead, Colorado, Approving Updated Compensation Structure Guidelines for Employees

PRESENTED BY: Mary Strutt, Town Clerk / Treasurer
Elaine Alberding, Precision Employment Consulting, LLC

SUMMARY

As the Town continues to grow, it is imperative to recruit and retain top talent that will best support the Town's mission. In order to stay competitive in the employment market, regular assessments of the Town's compensation strategy and structure are completed. Since 2021, the town has contracted for annual assessments based on big changes in market rates caused by inflation.

In April 2022, Laurie Graves, Graves Consulting, LLC was retained to review the Town's compensation structure and prepare a market analysis of salaries and benefits provided for Town employees. Graves Consulting submitted the 2022 Compensation and Benefits Study ("the Study") and presented the resulting Report (the "Report") to the Board of Trustees on October 10, 2022. As part of the Study, salary data was compiled from Denver/Boulder and Northern Colorado communities to provide a statistically valid market analysis. The Report recommended changes to the structure of the compensation guidelines to allow the Town to be better aligned, more flexible and competitive with the market. The Report also provided a benefit comparison of the major elements of the Town's benefit plans.

Resolution No. 79-R-2022 adopts new compensation structure guidelines for Town employees including administrative, public works and police officers.

FINANCIAL CONSIDERATIONS

According to the Implementation Strategy presented to the Board of Trustees on October 10, 2022, market adjustments to salaries along with years of service credit will be implemented with the first pay period in January 2023. The salary ranges set forth in Exhibit B (Compensation Structure 11012022) and the step recommendations set forth in Exhibit C (Police Department Pay Rates 11012022), as prepared by the Compensation Consultant, will be used, in conjunction with annual performance reviews per the Town of Mead Employee Handbook, as a guide for future pay discussions.

The 2023 proposed budget anticipates an impact of approximately \$268,000 to implement the new structure.

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the November 1, 2022, consent agenda, will approve this item. If the resolution is removed from the consent agenda, the suggested motion is:

“I move to adopt Resolution No. 79-R-2022 – A Resolution of the Town of Mead, Colorado, Approving Updated Compensation Structure Guidelines for Employees.”

ATTACHMENTS

Resolution No. 79-R-2022

Exhibit A to Resolution (2022 Compensation and Benefits Study Report)

Exhibit B to Resolution (Town of Mead Compensation Structure 11012022)

Exhibit C to Resolution (Mead Police Department Pay Rates 11012022)

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 79-R-2022**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING
UPDATED COMPENSATION STRUCTURE GUIDELINES
FOR EMPLOYEES**

WHEREAS, the Town of Mead (“Town”) recognizes the need to be competitive in the employment market by rewarding and retaining good employees while responsibly using citizen’s money; and

WHEREAS, the Town desires to implement a pay philosophy which recruits and retains the most qualified candidates, rewards longevity in position, and allows for assessment of employee’s individual performance; and

WHEREAS, in 2021, the Board of Trustees most recently updated the compensation structure guidelines for employees, by adoption of Resolution No. 61-R-2021; and

WHEREAS, the Town entered into an Agreement for Professional Services with Graves Consulting, LLC, (the “Compensation Consultant”), to conduct compensation consulting services including designing an updated salary structure and step plan, providing a high level comparison of the benefit plan along with completing and submitting a methodology report to the Town (the “Report”); and

WHEREAS, the Report has been completed and provided to the Town; and

WHEREAS, the Board of Trustees desires to accept the Report set forth in **Exhibit A** (2022 Compensation and Benefits Study); and

WHEREAS, utilizing the findings and conclusions set forth in the Report, the Compensation Consultant has presented a recommended pay structure for Town employees based on a review of public and private organizations within the Town’s market area; and

WHEREAS, it is the intent of the Board of Trustees to utilize the recommended pay structure beginning immediately as a guideline for personnel expenditures.

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

Section 1. The Report, as set forth in **Exhibit A**, and as completed by the Compensation Consultant is hereby accepted.

Section 2. The salary ranges set forth in **Exhibit B** (Town of Mead Compensation Structure 11012022) and the step recommendations set forth in **Exhibit C** (Mead Police Department Pay Rates 11012022), as prepared by the Compensation Consultant, will be used, in conjunction with annual performance reviews per the Town of Mead Employee Handbook, as a guide for future pay discussions.

Section 3. The salary ranges set forth in **Exhibits B** and **C** may be updated annually by resolution of the Board of Trustees.

Section 4. Effective Date. This resolution shall become 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 1st DAY OF NOVEMBER, 2022.

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen G. Whitlow, Mayor



September 13, 2022

Helen Migchelbrink
Town Manager
Town of Mead, CO
441 Third Street
Mead, CO 80542

Dear Helen,

Thank you for the opportunity to work with the Town on a Compensation and Benefits Study. The Compensation and Benefits Study project included a thorough review of the current pay structure and all positions within the Town, redefining the market, benchmarking all full and part time positions using current market data.

The end result is comprehensive redesign of the pay structure and classification listing as well as recommendations for implementation and ongoing maintenance that we believe will serve the Town well for years to come.

In summary, the Town's pay structure needed a structural redesign and to be re-aligned to market rates, however, we believe good internal processes for pay administration and maintenance exist. The team was able to quickly provide us with all requested information in an organized fashion, provide all analysis that we needed and help facilitate discussions with several internal groups as necessary to complete this Study. We believe the Town has the infrastructure and systems that will allow for a smooth implementation of our recommendations and ongoing maintenance of the pay structure and systems.

This report covers our full scope of work and includes an overview of our process and methodology, as well as our findings and recommendations.

Sincerely,

Laurie Graves

Laurie Graves
President and Principal Consultant
Graves Consulting, LLC

Background

The Town contacted Graves Consulting earlier this year to request a proposal for a Compensation and Benefits study. We responded and were ultimately awarded the project. Work began in April of this year.

Scope of Work

The Compensation Study and Benefits Study included a comprehensive review of the Town's current pay structure, a review of all job descriptions for current full time and part time positions (including some newly created positions), creation of a market definition for the Town and data analyzing from multiple sources. After months of collaborative effort between Graves Consulting staff and members of the Town's leadership team, we have created the findings and recommendations outlined below.

Market

A foundational element for this project was the definition of an appropriate external market with which the Town would compare itself. The intent was to create a market broad enough to provide statistically valid data and matches for the Town's positions. The Town had previously been using the Denver/Boulder and Northern Colorado communities, as outlined in the Employers Council survey data. We agree that this is an appropriate market definition.

Based on current survey participation, this includes the following municipalities:

Arvada	Federal Heights	Longmont	Adams County
Aurora	Firestone	Loveland	Arapahoe County
Boulder	Fort Collins	Northglenn	Boulder County
Brighton	Frederick	Parker	Douglas County
Broomfield	Golden	Superior	Jefferson County
Castle Pines	Greeley	Thornton	Larimer County
Castle Rock	Greenwood Village	Wellington	Weld County
Centennial	Johnstown	Westminster	Foothills P&R
Commerce City	Lafayette	Wheat Ridge	Hyland Hills P&R
Englewood	Lakewood	Windsor	South Suburban P&R
Erie	Littleton		
Evans	Lone Tree		

**Highlighted communities did not report data for 2022*

**Private sector data for the same regions was also included for applicable positions*

Data Sources

Our primary data sources for this project were the 2022 Employers Council and Colorado Municipal League compensation surveys, as the Town has access through their memberships. The information was aged by 5% to account for market movement since the information was collected in Q1 of this year.

Job Matching

Job matching is the other foundational element of a comprehensive Compensation study, in addition to Market Definition. Ensuring that we understand the Town's positions well enough to choose accurate benchmarks is critical. Graves Consulting collected information on the Town's positions through Job Description review, detailed meetings with each Department Head and additional follow up emails and questions.

In comparing jobs, we match as many Town positions to the data sources listed above as possible. Between all of the survey sources, we were able to match 52 of the Town's 58 current and proposed positions. The remaining positions were "slotted" based on internal equity. We believe this provides a very solid foundation for this Compensation study.

For available matches, we extract actual wages being paid for that job in the Town's defined market. For some positions, the survey pay ranges are reviewed as well.

We use standard "best practices" when matching jobs and extracting data from pay surveys. For example:

- It is common to blend job matches when a Town position matches with more than one survey job. We may combine survey positions to reflect the most accurate job match(es) available.
- We review the survey data sample size and do not include some matches with a limited sample size of data or where we believe an anomaly exists.
- We adjust some job matches as appropriate. For example, we may believe that a Town position is a good match with a job, but we know that the Town's position has higher requirements or licensures than the survey job. We may add a percentage to the survey result to reflect the complexity of the Town's position. We also trend a result downward if we feel the Town's position is at a slightly lower level than the survey position.

Pay Structures and Classification – Current State and Recommended

General Government Pay Structure

Currently, the Town has one open range pay structure for general government positions. The current structure has 15 pay grades and ranges that vary from 29% to 50% wide. The grades are not uniformly distanced from each other with midpoint distances ranging from 6% to 32% apart.

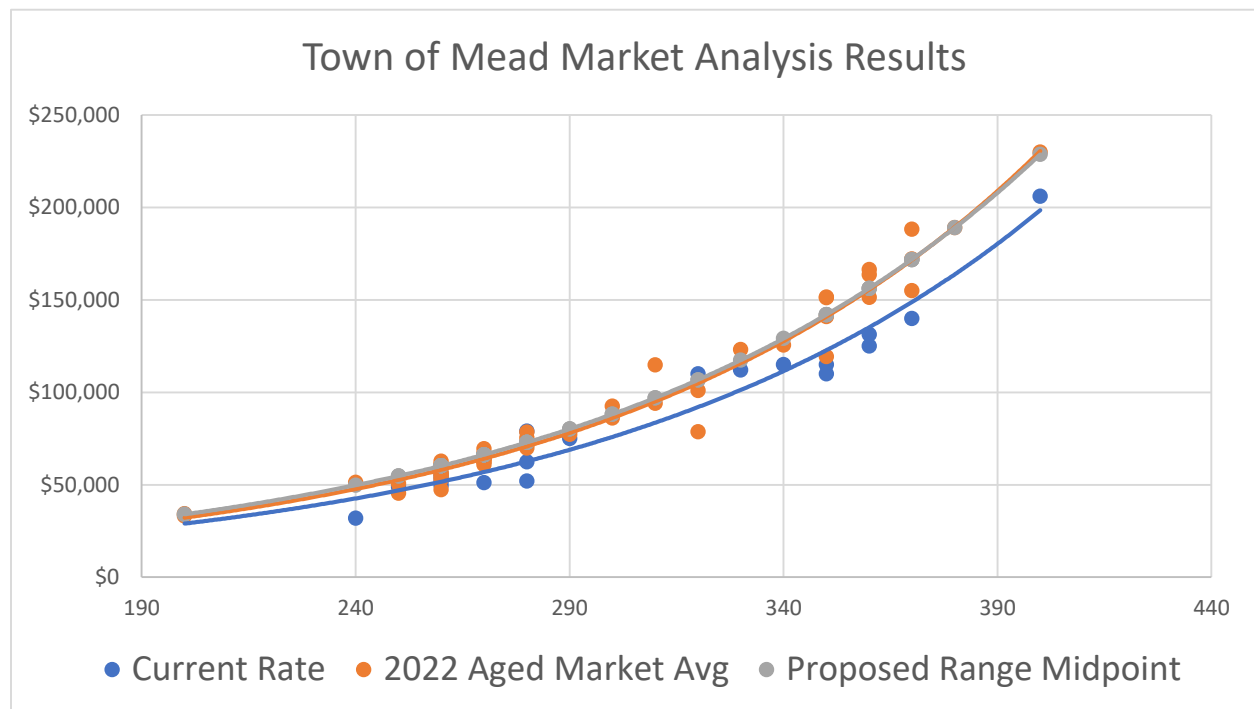
Graves Consulting is proposing a revised pay structure for all General Government positions that is still open range. The proposed structure has 21 pay grades and ranges that are all 10% apart at the

midpoint. Those ranges vary in width from 35% wide at the bottom of the scale to 50% wide at the top. We believe this structure will allow the Town the flexibility to adjust maintain alignment to market for all positions over time.

Below is our proposed pay structure:

Town of Mead - Proposed Pay Structure 2023								
Grade	Annualized			Hourly			Design	
	Min	Mid	Max	Min	Mid	Max	Width	Distance
200	\$28,936	\$34,000	\$39,064	\$13.91	\$16.35	\$18.78	35%	
210	\$31,830	\$37,400	\$42,970	\$15.30	\$17.98	\$20.66	35%	10%
220	\$35,013	\$41,140	\$47,267	\$16.83	\$19.78	\$22.72	35%	10%
230	\$38,514	\$45,254	\$51,994	\$18.52	\$21.76	\$25.00	35%	10%
240	\$42,365	\$49,779	\$57,193	\$20.37	\$23.93	\$27.50	35%	10%
250	\$46,602	\$54,757	\$62,913	\$22.40	\$26.33	\$30.25	35%	10%
260	\$50,194	\$60,233	\$70,272	\$24.13	\$28.96	\$33.78	40%	10%
270	\$55,214	\$66,256	\$77,299	\$26.55	\$31.85	\$37.16	40%	10%
280	\$60,735	\$72,882	\$85,029	\$29.20	\$35.04	\$40.88	40%	10%
290	\$66,809	\$80,170	\$93,532	\$32.12	\$38.54	\$44.97	40%	10%
300	\$73,489	\$88,187	\$102,885	\$35.33	\$42.40	\$49.46	40%	10%
310	\$80,838	\$97,006	\$113,174	\$38.86	\$46.64	\$54.41	40%	10%
320	\$87,107	\$106,707	\$126,306	\$41.88	\$51.30	\$60.72	45%	10%
330	\$95,818	\$117,377	\$138,936	\$46.07	\$56.43	\$66.80	45%	10%
340	\$105,400	\$129,115	\$152,830	\$50.67	\$62.07	\$73.48	45%	10%
350	\$115,940	\$142,026	\$168,113	\$55.74	\$68.28	\$80.82	45%	10%
360	\$124,983	\$156,229	\$187,475	\$60.09	\$75.11	\$90.13	50%	10%
370	\$137,482	\$171,852	\$206,222	\$66.10	\$82.62	\$99.15	50%	10%
380	\$151,230	\$189,037	\$226,845	\$72.71	\$90.88	\$109.06	50%	10%
390	\$166,353	\$207,941	\$249,529	\$79.98	\$99.97	\$119.97	50%	10%
400	\$182,988	\$228,735	\$274,482	\$87.97	\$109.97	\$131.96	50%	10%

The chart below shows that with the proposed pay ranges, the Town's Range Midpoints are well aligned to the 2022 Market data. This was our goal. This chart further shows that the current Employee pay rates below market averages but only 7 positions have incumbents below the new range minimum.



Implementation and Financial Impact for Base Pay Adjustments

Graves Consulting recommends implementing the proposed pay structure ensuring that not only are rates at or above the range maximums, but that employees with more experience are placed appropriately in their pay ranges to prevent pay compression.

Ongoing Maintenance and Movement Through Pay Ranges

We recommend the Town have a set process for the ongoing maintenance of these pay structures and for determining pay increases for employees.

There are normally two ways an employee can receive an increase. First, is when an employee receives a pay increase that moves them further up in their pay range. These increases are normally based on either annual across the board increase percentages or vary based on performance. Second, is when the pay structure is increased to keep pace with market. If the ranges increase, many organizations keep employees in the same relative position in the pay grade which results in a pay increase. We recommend that both range adjustments and pay increases occur annually.

Timing for each type of increase is also something to consider. Would the Town prefer to make both increases at once, on a common date, separate the timing but do each on a set date, or make market adjustments on a common date and movement through range increases on anniversary dates? There is not a right or wrong way, just budgeting and administrative issues to consider.

Graves Consulting does not have an opinion or recommendation on timing of the increases. We see this as entirely a matter of preference for the Town. However, we do recommend that a process be developed regarding timing and expectation of annual increases that can be shared with all employees.

We would recommend adjusting the overall pay structure by a set percentage annually to stay current to market. Additionally, we would recommend that this percentage be based on a combination of what others in the Town's defined market are doing and what the Town can afford. We believe this information could be easily obtained through the projections that Employers Council provides each year.

As an example, if others on average say their pay structures are increasing by 1.5% and pay is increasing by 3%. Assuming this is within budget, the Town would increase all pay structures by 1.5% and keep employees in the same relative position in their pay grade. Then the Town would increase all employees who are not at range max by an additional 1.5%. This would keep the Town's pay structure current and keep employees moving up in their pay ranges, albeit rather slowly. We believe it's administratively easier to do this at the same time so that the Town only has to administer pay increases once per year, but that's an internal decision.

Graves Consulting believes that the Town can internally manage the ongoing maintenance of the pay structures based on our guidance above. We would recommend an external assessment every two to three years to ensure alignment to market for all positions. This will ensure that the pay structure increases that have been made are keeping the Town tied to its defined market and would also assist in identifying positions that have moved more than others and may need to be upgraded.

Benefit Comparison and Recommendations

In addition to analyzing base pay, we also reviewed the major elements of the Town's Benefit Plans. Graves Consulting gathered data from the Employers Council survey on health plan cost, retirement plan contributions and paid time off benefits, as we see these as the primary elements of the Benefits offered.

As you can see from the outline below, the majority of the Town's benefit offerings are aligned to market, with one exception. The monthly cost to the Employee for either of the health plan options is higher than market for all coverage tiers above Employee Only. See below for more detail:

Town of Mead - Benefit Comparison			
Benefit	Mead Data	EC Market Data	Findings
Health Plans (Medical):			Competitive with Employee Only Coverage but High Across all other Tiers
Employee Cost - Single	\$0 (HMO) to \$73 (PPO)	\$54 (HDHP) to \$93 (POS)	
Employee Cost - Emp + Children	\$356 (HMO) to \$418 (PPO)	\$120 (HDHP) to \$258 (POS)	
Employee Cost - Emp + Spouse	\$375 (HMO) to \$521 (PPO)	\$197 (HDHP) to \$300 (POS)	
Employee Cost - Family	\$560 (HMO) to \$662 (PPO)	\$260 (HDHP) to \$415 (POS)	
Retirement - General Gov't		5% for 401(k)	Competitive
	5% for 457	4% for 457	
		6% for 401(a)	
Retirement - Police	9%	10%*	Competitive
Holidays - Days	11 Days	11 Days	Competitive
Vacation Accrual Hours - Hours			Competitive
Less than 1 year	136 Hours	40 Hours (120 combined)	
1-4 years	176 Hours	96 Hours (176 combined)	
5-9 years	216 Hours	120 Hours (200 combined)	
11-19 years	256 Hours	160 Hours (240 combined)	
20-24 years	296 Hours	168 Hours (248 combined)	
25+ years	296 Hours	168 Hours (248 combined)	
Sick Leave Accrual - Hours	Combined with Vacation	80 Hours	

Summary

We believe the Town's pay structure has been appropriate in the past but some structural changes as well as more alignment to market will allow the Town to be both more flexible and competitive now and in the future.

The changes to the structure that we are recommending are primarily for the purpose of addressing the concerns that were mentioned at the start of this project. Specifically, ensuring competitiveness to market, addressing internal equity, and providing flexibility and a method for ongoing maintenance of the structures for the Town. Additionally, we believe our recommendations will allow the Town to have an objective and transparent structure and process for pay that is more easily communicated to employees.

All results and recommendations are based on compiled market data, however, Town leadership should review and adjust for specific circumstances that we may not be aware of.

We are available to discuss this report in further detail with you or any other members of the leadership team or Town Council, as is appropriate.



Compensation Structure
Job Titles Listed by Salary Grade

Job Title	Range Minimum	Range Midpoint	Range Maximum
Salary Grade 200	\$28,936	\$34,000	\$39,064
Crossing Guard Recreation Aide (Temp/PT)	\$13.91	\$16.35	\$18.78
Salary Grade 210	\$31,830	\$37,400	\$42,970
	\$15.30	\$17.98	\$20.66
Salary Grade 220	\$35,013	\$41,140	\$47,267
	\$16.83	\$19.78	\$22.72
Salary Grade 230	\$38,514	\$45,254	\$51,994
	\$18.52	\$21.76	\$25.00
Salary Grade 240	\$42,365	\$49,779	\$57,193
Seasonal Maintenance	\$20.37	\$23.93	\$27.50
Salary Grade 250	\$46,602	\$54,757	\$62,913
Administrative Clerk Maintenance Worker I	\$22.40	\$26.33	\$30.25
Salary Grade 260			
Administrative Assistant II Administrative Clerk – Police Facility Coordinator GIS Specialist Human Resource / Finance Clerk Maintenance Worker II Office Manager Permit Technician Recreation Coordinator	\$50,194 \$24.13	\$60,233 \$28.96	\$70,272 \$33.78

Salary Grade 270			
Code Enforcement Officer			
Community Services Officer			
Deputy Town Clerk / Court Clerk			
Deputy Town Clerk / Records Clerk	\$55,214	\$66,256	\$77,299
Events & Media Specialist	\$26.55	\$31.85	\$37.16
Executive Administrative Assistant			
Maintenance Worker III			
Planning Technician			
Records & Evidence Technician			
Recreation Coordinator II			
Salary Grade 280			
Construction Inspector I	\$60,735	\$72,882	\$85,029
Economic Development Specialist	\$29.20	\$35.04	\$40.88
Human Resources Generalist			
Planner I			
Salary Grade 290			
Planner II	\$66,809	\$80,170	\$93,532
	\$32.12	\$38.54	\$44.97
Salary Grade 300			
Construction Inspector II	\$73,489	\$88,187	\$102,885
Planner III	\$35.33	\$42.40	\$49.46
PW Operations Supervisor			
Salary Grade 310			
Accounting Manager	\$80,838	\$97,006	\$113,174
Human Resources Manager	\$38.86	\$46.64	\$54.41
Salary Grade 320			
Construction Manager	\$87,107	\$106,707	\$126,306
Senior Construction Inspector	\$41.88	\$51.30	\$60.72
Salary Grade 330			
Development Review Engineer	\$95,818	\$117,377	\$138,936
PW Operations Manager	\$46.07	\$56.43	\$66.80
Salary Grade 340			
Deputy Town Engineer	\$105,400	\$129,115	\$152,830
Pavement Program Manager	\$50.67	\$62.07	\$73.48

Salary Grade 350			
PIO/Director of Community Engagement Town Clerk / Treasurer	\$115,940 \$55.74	\$142,026 \$68.28	\$168,113 \$80.82
Salary Grade 360			
Community Development Director Police Commander	\$124,983 \$60.09	\$156,229 \$75.11	\$187,475 \$90.13
Salary Grade 370			
<i>Administrative Services Director</i> Director Public Works / Town Engineer <i>Finance Director</i> <i>Human Resources Director</i> Police Chief	\$137,482 \$66.10	\$171,852 \$82.62	\$206,222 \$99.15
Salary Grade 380			
<i>Deputy Town Manager</i>	\$151,230 \$72.71	\$189,037 \$90.88	\$226,845 \$109.06
Salary Grade 390	\$166,353 \$79.98	\$207,941 \$99.97	\$249,529 \$119.97
Salary Grade 400	\$182,988 \$87.97	\$228,735 \$109.97	\$274,482 \$131.96
Town Manager			



MEAD POLICE DEPARTMENT

PAY RATES

Police Officer Level One - \$71,698 / \$34.47 per hour

Police Officer Level Two - \$75,282 / \$36.19 per hour

Police Officer Level Three - \$79,047 / \$38.00 per hour

Police Officer Level Four - \$82,999 / \$39.90 per hour (this has been identified as the **Lateral 1** entry point)

Police Officer Level Five - \$87,149 / \$41.90 per hour

Police Officer Level Six - \$91,506 / \$43.99 per hour (this has been identified as the **Lateral 2** entry point)

Lateral 1 requires between 3 and 10 years of prior law enforcement experience

Lateral 2 requires more than 10 years of prior law enforcement experience

Sergeant Level 1 - \$97,912 / \$47.07 per hour

Sergeant Level 2 - \$102,807 / \$49.43 per hour

Sergeant Level 3 - \$107,948 / \$51.90 per hour

Sergeant Level 4 - \$113,345 / \$54.49 per hour



Agenda Item Summary

MEETING DATE: November 1, 2022

SUBJECT: **Resolution No. 80-R-2022** – A Resolution of the Town of Mead, Colorado, Approving a Change Order to the Construction Agreement with Krische Construction Concerning Construction of the Public Works Facility

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

SUMMARY

The Town of Mead awarded a contract to Krische Construction, Inc. to construct the new Public Works Facility in June 2021. The Town Manager has the authority to approve change orders up to 10% of the original contract amount per the Town’s purchasing policy. Change orders 1-24 were previously approved in this manner. This request is for Change Order 25 totaling \$31,143.00. This change brings the change order total for the Project (inclusive of Change Order #25) to 10.90% of the original contract amount, which requires Board review and approval.

Change Order #25 includes painting, piping, cove base, knox boxes, thermostats, bollards, trees, and grid ceiling tiles that were inadvertently not included in the original bid package. Also included is the cost for a generator rental that was used prior to the permanent power installation, a no-cost time extension from August 20 to October 19, 2022, and the cost for a final land survey required as part of the building permit.

FINANCIAL CONSIDERATIONS

This request for approval of Change Order #25 is for an amount not to exceed \$31,143.00. The approved budget identified \$5.02M for this project through the Municipal Facilities Fund for Capital Outlay (09-50-5511).

Original Contract Amount	\$3,472,201.00	
Change Order 1-24	\$ 347,171.05	
Change Order 25	\$ 31,143.00	
Change Orders 1-25	\$ 378,314.05	10.90% of Original Contract Amount
Revised Contract Amount	\$3,850,515.05	(Inclusive of Change Orders 1 – 25)

STAFF RECOMMENDATION/ACTION REQUIRED

This item is included on the consent agenda for the November 1, 2022 regular meeting. A motion to approve the consent agenda will approve the Resolution (approving Change Order #25). If this item is pulled off of the consent agenda for questions by the Trustees, Town Staff recommends the following motion (for approval):

Suggested Motion:

“I move to adopt Resolution No. 80-R-2022, A Resolution of the Town of Mead, Colorado, Approving Change Order #25 to the Construction Agreement By and Between the Town of Mead and Krische Construction Concerning Construction of the Public Works Facility Project in the specific amount of \$31,143.00, which will bring the revised contract total for the Project to \$3,850,515.05.”

ATTACHMENTS

Resolution No. 80-R-2022
Change Order #25

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 80-R-2022**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING A CHANGE ORDER
TO THE CONSTRUCTION AGREEMENT WITH KRISCHE CONSTRUCTION
CONCERNING CONSTRUCTION OF THE PUBLIC WORKS FACILITY**

WHEREAS, the Town of Mead and Krische Construction, Inc., a Colorado corporation (“Contractor”), entered into a Construction Agreement in June 2021, as amended by Change Orders 1 through 24 (the “Contract”), for the construction of the Town’s new Public Works Facility (“Project”); and

WHEREAS, the Town and Contractor desire to amend the Contract through Change Order 25 (“Change Order 25”), a copy of which is attached to this Resolution as **Exhibit 1**, in order to adjust the Contract Price to account for necessary work that was inadvertently omitted from the original bid package, the cost of a generator rental, and the cost of a final land survey for the Project; and

WHEREAS, pursuant to the Town’s purchasing policy, the Board of Trustees is required to approve change orders that increase the Contract Price over ten percent (10%) of the original Contract Price; and

WHEREAS, the approval of Change Order 25 will increase the change order total for the Project to 10.90% of the original Contract Price; and

WHEREAS, the Board of Trustees desires to approve Change Order 25 in an amount not to exceed \$31,143.00, bring the revised total Contract Price to \$3,850,515.05, and authorize the Town Manager and Town Engineer to execute Change Order 25 on behalf of the Town.

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

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

Section 2. The Board of Trustees hereby: (a) approves Change Order 25 in substantially the same form as is attached in **Exhibit 1**; and (b) delegates authority to the Town Manager and Town Engineer to execute Change Order 25.

Section 3. Effective Date. This Resolution is effective immediately upon adoption.

Section 4. Repealer. All resolutions or parts of resolutions in conflict with this Resolution are repealed.

Section 5. Certification. The Town Clerk shall certify the passage of this Resolution and make at least one copy of the adopted Resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 1st DAY OF NOVEMBER, 2022.

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen G. Whitlow, Mayor

Attachment(s):

Exhibit 1 – Change Order 25

CHANGE ORDER NO. 25

Section 9, Item e.

PROJECT TITLE: **Town of Mead - Public Works Maintenance Facility Project**
 CONTRACTOR: **KCI**
 PROJECT NUMBER: **2021-006**
 PURCHASE ORDER NO.:
 DESCRIPTION: **COR 53, 55, 57-60, 62-65, 67-69**

1. Reason for change:

Modification to plans during construction as requested or needed by owner and /or missing from the design drawings/plans.

2. Description of Change:

This change order includes changes to the contract for work change directives as noted below:
 COR - 53: Paint Exposed Columns and Piping in Wash Bay = \$7,932
 COR - 55: Additional Piping for Hotsy = \$1,596
 COR - 57: Additional Cove Base = \$1,167
 COR - 58: Utility Locates for (Work by Others) = \$812
 COR - 59: Add Ceiling in IT Room = \$1,371
 COR - 60: Time Extension No Cost change = \$0
 COR - 62: Additional Trees = \$2,554
 COR - 63: Temp Power July -August 2022 = \$5,453
 COR - 64: Heater Thermostats = \$4,872
 COR - 65: Knox Box = \$737
 COR - 67: IT Room Louver = \$808
 COR - 68: Additional Survey = \$908
 COR - 69: Gas Meter Bollards = \$2,933

3. Change in Contract Cost: \$31,143.00

4. Change in Contract Time: 0 calendar days for substantial completion = **August 20, 2022**
0 calendar days for final completion = **October 19, 2022**

ORIGINAL CONTRACT COST	\$3,472,201.00
TOTAL APPROVED CHANGE ORDERS	\$ 347,171.05
TOTAL PENDING CHANGE ORDERS	\$0.00
TOTAL THIS CHANGE ORDER	\$31,143.00
TOTAL % OF ORIGINAL CONTRACT, THIS C.O.	0.90%
TOTAL % OF ORIGINAL CONTRACT, ALL C.O.'S	10.90%
ADJUSTED CONTRACT COST	<u>\$3,850,515.05</u>
(Assuming all change orders approved)	

ACCEPTED BY: Joe Black Digitally signed by Joe Black
DN: cn=Project Manager, o=K.C.I., cn=Joe Black, e=jblack@kci.com
Reason: I am the author of this document
Location: San Diego, California, USA
Date: 2022.10.18 14:34:55-0800
FIPS199 Release Version: 1.2.1.3 DATE: 10-18-22
 Contractor's Representative

REVIEWED BY: George A. Labadie Digitally signed by George A. Labadie
DN: cn=City Engineer, o=City of Mead, cn=George A. Labadie, e=glabadie@cityofmead.com
Reason: I am the author of this document
Location: Mead, California, USA
Date: 2022.10.18 14:34:55-0800
FIPS199 Release Version: 1.2.1.3 DATE: 10-18-22
 Construction Manager

APPROVED BY: _____ DATE: _____
 Town Engineer / Public Works Director

APPROVED BY: _____ DATE: _____
 Town Manager

APPROVED BY: _____ DATE: _____

cc: City Clerk Architect
 Contractor Engineer
 Project File Purchasing



665 Weaver Park Road
Longmont, CO 80501
P. 303-776-7643

CHANGE ORDER REQUEST (COR)

CONSTRUCTING QUALITY. BUILDING TRUST

Date: 7.18.22
COR #: 53

Mead Public Works
PROJECT

SUBMITTED TO - OWNER's Representative

Joe Black
KRISCHE CONSTRUCTION

cc

Detailed Description of Change Request:
Per owners request, paint structural steel beams and fire sprinkler piping in wash bay Pricing includes specialized cleaning of sprinkler pipes and apply two coats of extreme bond primer with two (2) coats of SW DTM to pipes. Apply two coats of DTM to exposed structural steel.

Value of this Request for Change: 7,932

Calendar Days project is extended: TBD

Contractor: 
Krische Construction 7.18.22
Date

Architect: D2C Architects
Date

Owner: Erika Rasmussen
Date

Owner: George Latour
Date

CHANGE ORDER REQUEST (COR)

Date: 7.18.22

COR #: 53

Per owners request, paint structural steel beams and fire sprinkler piping in wash bay. Poring includes specialized cleaning of sprinkler pipes and apply two coats of extreme bond primer with two (2) coats of SW DTM to pipes. Apply two coats of DTM to exposed structural steel.

DESCRIPTION OF CHANGE

91



6-30-22

Krische Construction Inc.

Proposal to Paint

Mead Public Works 1341 County Road 34 Mead, CO 80542

Color Vision Painting proposes to provide all material, labor and equipment necessary to perform the following work in accordance to the plans and specs for Division 09900 -

Wash Bay Paint- Steel and pipes.

Provide Lift-

- Clean sprinkler pipes and apply two coats of Extreme Bond Primer.
- Apply two coats of Sherwin Williams DTM to sprinkler pipes.
- Apply two coats of DTM to exposed structural steel of wash bay.

For the sum of - ~~\$7,000.00~~ 6,951.75

Respectfully Submitted by,
Bo Corwin
Color Vision Painting
303.570.8526

Color Vision
1831 Red Cloud Rd.
Longmont, CO 80504

Joe Black

Subject: FW: RFI - Paint Mead PRICING REQUEST FOR ADDED SCOPE

From: Color Vision Painting <colorvision@comcast.net>
Date: July 1, 2022 at 11:11:29 AM MDT
To: Aaron Fenz <aFenz@kciconst.com>
Subject: Re: RFI - Paint Mead PRICING REQUEST FOR ADDED SCOPE

Aaron - See change order breakdown below.

Thank You,
 Bo Corwin
 Color Vision Painting
 303.570.8526

On Jul 1, 2022, at 11:09 AM, Color Vision Painting
 <colorvision@comcast.net> wrote:

Hi Aaron - pricing is as follows-

*Provide Payroll tax, income tax, worker's comp, liability insurance & vehicle insurance.
 Plus - Rental. \$1500.00 Lift
 Project management, site visite, scope review. 3 hours at \$75.00 = \$225.00
 Clean production oil and rust from sprinkler pipes 2 men 1 day of labor. Apply rust inhibitor - 16 hours at \$55/hour = \$880.00
 2 painters for three days of labor to paint structural steel. 48 hours at \$55/hour = \$2640.00
 Materials to prime and paint existing rusty sprinkler pipes to gain moisture resistance and turn to white color and Materials to paint structural beams and posts applying DTM- \$800.00

Subtotal = \$6,045.00
 \$15% O&P = 906.75

Total change order request – \$6,951.75

Please let me know if you have any questions-

Thank You,
 Bo Corwin
 Color Vision Painting
 303.570.8526



605 Weaver Park Road
Longmont, CO 80501
P. 303-776-7643

CHANGE ORDER REQUEST (COR)

CONSTRUCTING QUALITY. BUILDING TRUST

Date 8.16.22
COR #: 55

Mead Public Works
PROJECT

SUBMITTED TO - OWNER's Representative

Joe Black
KRISCHE CONSTRUCTION

Detailed Description of Change Request:

Per attached sketch, run 1/2" schedule 80 galvanized pipe from Hotsy into wash bay area

Value of this Request for Change: 1,596

Calendar Days project is extended: 0

Contractor: 
Krische Construction 8.16.22
Date

Architect: D2C Architects
Date

Owner: Erika Rasmussen
Date

Owner: George Latour
Date

CHANGE ORDER REQUEST (COR)

CONSTRUCTING QUALITY. BUILDING TRUST.

Date: 8 16 22
COR #: 55

Per attached sketch, run 1/2" schedule 80 galvanized pipe from Hoisy into wash bay area

DESCRIPTION OF CHANGE

95

2022 55

Commercial Plumbing Change Order



Independent Plumbing Solutions, Inc.
1611 E Lincoln Ave, Unit A
Fort Collins, CO 80524
970-566-1377
www.iplumbingsolutions.com

Date: Aug. 11, 2022

Contractor: Krische Construction

Project Name/Address: Mead Public Works Facility
1341 County Road 34
Mead, CO 80542

Change Order Number: MPWF-005

You are requested to make the following changes to the contract:

Run 1/2" schedule 80 galvanized pipe from Hotsy into wash bay area.

Material (pipe, fittings, hangers) \$288.00 (plus 15% profit & overhead \$43.00) = \$331.00

Labor 8 Hrs at \$95.00 per hour \$760.00 (plus 15% profit and overhead \$114.00) = \$874.00

TOTAL FOR CHANGE ORDER: \$1,205.00

The Original Contract sum was:

Net amount of previous change orders:

Total amount of this change order Deduct:

\$1,205.00

The new contract amount including this change order will be:

The contract time will be changed by the following number of days:

0

Please sign and date below acknowledging acceptance and approval of the change order request above.

Krische Construction

Signature & Title

Date

Please email signed form to Pete Kraft at pete.k@iplumbingsolutions.com or fax to (970) 490-2244.





605 Weaver Park Road
Longmont, CO 80501
P. 303-776-7643

CHANGE ORDER REQUEST (COR)

CONSTRUCTING QUALITY BUILDING TRUST

Date: 8.16.22
COR # 57

Mead Public Works
PROJECT

SUBMITTED TO - OWNER's Representative

Joe Black
KRISCHE CONSTRUCTION

CC

Detailed Description of Change Request:
Per RFI#71 directive, add 360 LF of cove base

Value of this Request for Change: 1,167

Calendar Days project is extended: 0

Contractor: 
Krische Construction 8.16.22
Date

Architect: D2C Architects
Date

Owner: Erika Rasmussen
Date

Owner: George Latour
Date

CHANGE ORDER REQUEST (COR)

CONSTRUCTING QUALITY. BUILDING TRUST

Date 8/16/22
COR # 57

Per RFM71 directive, add 350 LF of cove base

DESCRIPTION OF CHANGE

99

GARY LEIMER INC

GARY LEIMER, INC. - Commercial Flooring Specialists
610 East 55th Avenue #450 - Denver, CO 80216
PHONE (303) 297-9261 - FAX (303) 297-9311

TO: KCI Krische Construction
ATTN: Joe Black
EMAIL: jblack@kciconst.com

PROJECT: Mead Public Works
1341 County Road 34
Mead, CO. 80542

LEIMER JOB #: 21331 RFI # 71

Provided are quantities, unit cost and totals for each of the following applicable items of work

ITEM	QUANTITY	UNIT	UNIT COST	UNIT	TOTAL
RB-1:Roppe/4" Cove/Charcoal 123	360.0	If	\$2.25	If	\$810.00
TOTAL:					\$810.00

(Pricing to include labor, material, equipment, and applicable taxes)

Submitted by: Anthony Sulley
Date: 8/12/2022
Company Name: Gary Leimer Inc.



605 Weaver Park Road
Longmont, CO 80501
P. 303-776-7643

CHANGE ORDER REQUEST (COR)

CONSTRUCTING QUALITY. BUILDING TRUST

Date: 8.16.22
COR #: 58

Mead Public Works
PROJECT

SUBMITTED TO - OWNER's Representative

Joe Black
KRISCHE CONSTRUCTION

CC

Detailed Description of Change Request:

Added costs for owners utilities private locates requests

Value of this Request for Change: 812

Calendar Days project is extended: 0

Contractor: 
Krische Construction 8.16.22
Date

Architect: D2C Architects
Date

Owner: Erika Rasmussen
Date

Owner: George Latour
Date



655 Weaver Park Road
Longmont, CO 80501
P. 303-776-7643

CHANGE ORDER REQUEST (COR)

CONSTRUCTING QUALITY, BUILDING TRUST

Date: 8.16.22
COR # 58

Main Public Works
PROJECT

Added costs for owners utilities private locates requests
DESCRIPTION OF CHANGE

DESCRIPTION	QTY	UNIT	UNIT \$	LABOR	UNIT \$	MATERIAL	UNIT \$	OTHER	TOTAL
Work / Items by KCI Construction									
Project Executive	0		0.00	0	0.00	0	0.00	0	0
Project Manager	0		143.29	0	0.00	0	0.00	0	0
Superintendent	0		37.46	0	0.00	0	0.00	0	0
Supervisor	0		50.55	0	0.00	0	0.00	0	0
Joiner	0		65.60	0	0.00	0	0.00	0	0
Apprentice	0		52.98	0	0.00	0	0.00	0	0
Laborer	0		40.87	0	0.00	0	0.00	0	0
Project Coordinator	0		66.85	0	0.00	0	0.00	0	0
Misc Expenses	0		0.00	0	0.00	0	0.00	0	0
Small Tools	0		0.00	0	0.00	0	0.00	0	0
Safety Equipment	0		0.00	0	0.00	0	0.00	0	0
Travel / Truck Expense	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
Subtotal of Work / Items by Krsche				0		0		0	0
Overhead	10.00%								0
Profit	5.00%								0
Total of Work / Items by Krsche									0
Work / Items by Subcontractors									
	0		0.00	0	0.00	0	0.00	0	0
TOM RICHARDSON LOCATES	1		0.00	0	0.00	0	0.00	232	232
TOM RICHARDSON LOCATES	1		0.00	0	0.00	0	0.00	232	232
TOM RICHARDSON LOCATES	1		0.00	0	0.00	0	0.00	348	348
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
Subtotal of Work / Items by Subcontractors				0		0		812	812
Overhead	0.00%								0
Profit	0.00%								0
Total of Work / Items by Subcontractors									812
Other Costs									
State and RTD Sales Tax	0.00%								0
City and County Use Tax	0.00%								0
General Liability Insurance	0.00%								0
Builder's Risk Insurance	0.00%								0
Payment and Performance Bond	0.00%								0
Subtotal of Other Costs									0
Overhead	10.00%								0
Profit	5.00%								0
Total of Other Costs									0
TOTAL COST				0		0		812	812

Con 58

Invoice

Tom Richardson LLC
41255 Dublin Dr
Parker, Co 80138

Date	Invoice #
7/8/2022	22-235

Phone #	303-699-3524
E-mail	chentel@tomrichardsonllc.com

Bill To
KCI Construction 605 Weaver Park Rd Longmont, CO 80501 Attn: Accounts Payable

P O. No.	Terms
21086	Due on receipt

Quantity	Description	Rate	Amount
	Engineering/Private Locate 1341 County Road 34, Mead	348.00	348.00
Thank you for your business		Total	\$348.00

Tom Richardson LLC
41255 Dublin Dr
Parker, Co 80138

Invoice

Date	Invoice #
5/26/2022	22-170

Phone #	303-699-3524
E-mail	chentel@tomrichardsonllc.com

Bill To
KCT Construction 605 Weaver Park Rd Longmont, CO 80501 Attn: Accounts Payable

P.O. No	Terms
	Due on receipt

Quantity	Description	Rate	Amount
	Engineering/Private Utility Locate - 2 hour minimum 1341 County Rd 34, Mead	232.00	232.00
Project Name/Number 21086		Approval Initials 	
Cost to 02100			
Material			
Labor			
Retention 10 / Yes %			
Total			
Thank you for your business		Total	

Invoice

Tom Richardson LLC
41255 Dublin Dr
Parker, Co 80138

Phone #	303-699-3524
E-mail	chentel@tomrichardsonllc.com

APR 25 2022

Date	Invoice #
4/5/2022	22-104

Bill To KCI Construction 605 Weaver Park Rd Longmont, CO 80501 Attn: Accounts Payable
--

P.O. No.	Terms
21-086	Due on receipt

Quantity	Description	Rate	Amount
	Engineering/Private Utility Locate - 2 hour minimum 1341 CR 34, Mead	232.00	232.00
Rec'd Bill/Inv/Number <u>21086</u> Date <u>4/5/2022</u> Total <u>31300</u> Subtotal <u>32160</u> Cost Code <u>34</u> Total <u>32160</u>			

We appreciate your business.

Total

232.00



505 Weaver Park Road
Longmont, CO 80501
P. 303-776-7643

CHANGE ORDER REQUEST (COR)

CONSTRUCTING QUALITY. BUILDING TRUST

Date 8 16 22
COR # 59

Mead Public Works
PROJECT

SUBMITTED TO - OWNER's Representative

Joe Black
KRISCHE CONSTRUCTION

Detailed Description of Change Request:
provide and install acoustical ceiling at room 111 Communications.

Value of this Request for Change: 1,371

Calendar Days project is extended: 0

Contractor:  8.16.22
Krische Construction Date

Architect: _____
D2C Architects Date

Owner: _____
Erika Rasmussen Date

Owner: _____
George Lalour Date



805 Weaver Park Road
Longmont, CO 80501
P. 303-776-7643

CHANGE ORDER REQUEST (COR)

CONSTRUCTING QUALITY BUILDING TRUST

Date 8/16/22
COR # 59

Mead Public Works
PROJECT

provide and install acoustical ceiling at room #11 Communications
DESCRIPTION OF CHANGE

DESCRIPTION	QTY	UNIT	UNIT \$	LABOR	MATERIALS	OVERHEAD	UNITS	SUBCONTRACTOR OTHER	TOTAL
<u>Work / Items by KCI Construction</u>	0		0.00	0	0.00	0	0.00	0	0
Project Executive	0		143.29	0	0.00	0	0.00	0	0
Project Manager	2		87.46	175	0.00	0	0.00	0	175
Superintendent	0		90.55	0	0.00	0	0.00	0	0
Journeyman	0		86.60	0	0.00	0	0.00	0	0
Apprentice	0		52.58	0	0.00	0	0.00	0	0
Laborer	0		40.87	0	0.00	0	0.00	0	0
Project Coordinator	1		68.95	69	0.00	0	0.00	0	69
Misc. Expenses	0		0.00	0	0.00	0	0.00	0	0
Small Tools	0		0.00	0	0.00	0	0.00	0	0
Safety Equipment	0		0.00	0	0.00	0	0.00	0	0
Travel / Truck Expense	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
Subtotal of Work / Items by Kische				244		0		0	244
Overhead	10.00%								24
Profit	5.00%								12
Total of Work / Items by Kische									280
<u>Work / Items by Subcontractors</u>	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
Drywall Services ACT	1		0.00	0	0.00	0	0.00	998	998
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
Subtotal of Work / Items by Subcontractors				0		0		998	998
Overhead	2.50%								25
Profit	2.50%								25
Total of Work / Items by Subcontractors									1,048
<u>Other Costs</u>									
State and FID Sales Tax	0.00%								0
City and County Use Tax	0.00%								0
General Liability Insurance	0.50%								5
Workers' Comp Insurance	0.50%								5
Payment and Performance Bond	2.00%								21
Subtotal of Other Costs									37
Overhead	10.00%								4
Profit	5.00%								2
Total of Other Costs									43
TOTAL COST				244		0		998	1,371



5667 West 6th Ave., Lakewood, CO 80214
Phone 303-237-1800

CHANGE PROPOSAL FORM**PCO Number:** 1**Date:** 8/5/2022**Project:** Mead Public Works**Proposal #** 21304**Contractor:** Krisch Const**Contract #:** 0

Description of change: Provide and Install acoustical ceiling @ Room 111 Communications
Miscellaneous grid/wire provided

Materials**AMOUNTS**

1) Total Direct Cost of Materials	Additional Grid	268.06
1) Total Direct Cost of Materials		0.00
2) Sales Tax @ 0.00%		0.00
3) Shipping & Transportation (gas)		0.00
4) Overhead & Profit on Mat'ls @ 15%		40.21
(25% max, includes small tools & consumables)		

Labor

Deduct Hours:	0	@	\$75.00 per hour	\$0.00
Finishing Hours:	8	@	\$75.00 per hour	\$600.00
Hang Drywall Hours:	0	@	\$75.00 per hour	\$0.00
Laborer Man Hours:	0	@	\$45.00 per hour	\$0.00
Supervision Man Hours:	0	@	\$85.00 per hour	\$0.00
Overhead & Profit	15.00%			\$90.00

Equipment Rentals

Equipment Rental	\$0.00
Overhead & Profit on Equipment	\$0.00
(25% maximum)	

Misc

Engineered Shop Drawings	\$0.00
Misc	\$0.00
Overhead & Profit on Misc	\$0.00
(25% maximum)	

Bond	Bond Premium	0 %	\$0.00
-------------	---------------------	------------	---------------

Total of Proposed Change

I accept this Change Order Proposal and my signature signifies that I am authorized to issue a Change Order to the Contract for this work. My signature also gives my consent to proceed with this work.

Signature _____

Date _____



865 Weaver Park Road
Longmont, CO 80501
P. 303-776-7843

CHANGE ORDER REQUEST (COR)

CONSTRUCTING QUALITY. BUILDING TRUST.

Date: 8.29.22
COR #: 60

Mead Public Works
PROJECT

SUBMITTED TO - OWNER's Representative

Joe Black
KRISCHE CONSTRUCTION

CC:

Detailed Description of Change Request:

No cost change order to extend the project schedule from August 31st 2022 to October 19th 2022.

Value of this Request for Change: 0

Calendar Days project is extended: 49

Contractor: 
Krische Construction 8.29.22
Date

Architect: _____
Date

Owner: _____
Erika Rasmussen Date

Owner: _____
George Latour Date



605 Weaver Park Road
Longmont, CO 80501
P. 303-778-7643

CHANGE ORDER REQUEST (COR)

CONSTRUCTING QUALITY. BUILDING TRUST.

Date: 8/29/22
COR #: 60

Mead Public Works
PROJECT

No cost change order to extend the project schedule from August 31st 2022 to October 19th 2022
DESCRIPTION OF CHANGE

DESCRIPTION	QTY	UNIT	UNIT \$	LABOR	UNIT \$	MATERIAL	UNIT \$	SUBTOTAL/OTHER	TOTAL
Work / Items by KCI Construction	0		0.00	0	0.00	0	0.00	0	0
Project Executive	0		143.29	0	0.00	0	0.00	0	0
Project Manager	0		87.48	0	0.00	0	0.00	0	0
Superintendent	0		90.55	0	0.00	0	0.00	0	0
Journeyman	0		66.80	0	0.00	0	0.00	0	0
Apprentice	0		52.98	0	0.00	0	0.00	0	0
Laborer	0		40.87	0	0.00	0	0.00	0	0
Project Coordinator	0		68.85	0	0.00	0	0.00	0	0
Misc Expenses	0		0.00	0	0.00	0	0.00	0	0
Small Tools	0		0.00	0	0.00	0	0.00	0	0
Safety Equipment	0		0.00	0	0.00	0	0.00	0	0
Travel / Truck Expense	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
Subtotal of Work / Items by Kische				0		0		0	0
Overhead	10.00%								0
Profit	5.00%								0
Total of Work / Items by Kische									0
Work / Items by Subcontractors	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
Subtotal of Work / Items by Subcontractors				0		0		0	0
Overhead	2.50%								0
Profit	2.50%								0
Total of Work / Items by Subcontractors									0
Other Costs									
State and RTD Sales Tax	0.00%								0
City and County Use Tax	0.00%								0
General Liability Insurance	0.50%								0
Builders Risk Insurance	0.50%								0
Payment and Performance Bond	2.00%								0
Subtotal of Other Costs									0
Overhead	10.00%								0
Profit	5.00%								0
Total of Other Costs									0
TOTAL COST				0		0		0	0



595 Weaver Park Road
Longmont, CO 80501
P. 303-776-7643

CHANGE ORDER REQUEST (COR)

CONSTRUCTING QUALITY. BUILDING TRUST

Date: 9.7.22
COR #: 63

Mead Public Works
PROJECT

SUBMITTED TO - OWNER's Representative

Joe Black
KRISCHE CONSTRUCTION

CC

Detailed Description of Change Request:

Referencing specifications 015000-3, 3.3 Temporary Utility Installation, item E - E.2 "Connect to owners existing electrical power service".

Add cost request for temporary power / generator, Labor Foreman/tank fill Truck & Travel and fuel not included in contract for July and August 2022.

Value of this Request for Change: 5,453

Calendar Days project is extended: 0

Contractor:  9.7.22
KRISCHE CONSTRUCTION Date

Architect: D2C Architects Date

Owner: Erika Rasmussen Date

Owner: George Latour Date



405 Weaver Park Road
Longmont, CO 80501
P. 303-776-7643

CHANGE ORDER REQUEST (COR)

CONSTRUCTING QUALITY. BUILDING TRUST

Date: 9/7/22
COR #: 53

Referencing specifications 015000-3, 3.3 Temporary Utility Installation, Item E - E.2 "Connect to owners existing electrical power service"

Mead Public Works
PROJECT

DESCRIPTION OF CHANGE

DESCRIPTION	QTY	UNIT	UNIT \$	LABOR	UNIT \$	MATERIAL	UNIT \$	SUBCONTRACT	OTHER	TOTAL
Work / Items by KCI Construction			0.00	0	0.00	0	0.00	0	0	0
Project Executive	0		143.29	0	0.00	0	0.00	0	0	0
Project Manager	3.0		87.48	262	0.00	0	0.00	0	0	262
Superintendent	0		90.54	0	0.00	0	0.00	0	0	0
Journeyman	0		56.60	0	0.00	0	0.00	0	0	0
Apprentice	0		52.96	0	0.00	0	0.00	0	0	0
Laborer	0		40.87	0	0.00	0	0.00	0	0	0
Project Coordinator	1		69.85	69	0.00	0	0.00	0	0	69
Misc Expenses	0		0.00	0	0.00	0	0.00	0	0	0
Small Tools	0		0.00	0	0.00	0	0.00	0	0	0
Safety Equipment	0		0.00	0	0.00	0	0.00	0	0	0
Travel / Truck Expense/ Oil trips total	0	Mile	75.00	600	0.00	0	0.00	0	0	600
Generator	3	month	1,200.00	2,400	0.00	0	0.00	0	0	2,400
Diesel fuel July	182	Gals	4.50	0	0.00	0	0.00	0	802	802
Diesel fuel August	107	Gals	4.40	471	0.00	0	0.00	0	0	471
				0	0.00	0	0.00	0	0	0
Subtotal of Work / Items by Krische				3,802		0			802	4,604
Overhead	10.00%									460
Profit	5.00%									230
Total of Work / Items by Krische										5,295
Work / Items by Subcontractors										
	0		0.00	0	0.00	0	0.00	0	0	0
	0		0.00	0	0.00	0	0.00	0	0	0
	0		0.00	0	0.00	0	0.00	0	0	0
	0		0.00	0	0.00	0	0.00	0	0	0
	0		0.00	0	0.00	0	0.00	0	0	0
	0		0.00	0	0.00	0	0.00	0	0	0
	0		0.00	0	0.00	0	0.00	0	0	0
	0		0.00	0	0.00	0	0.00	0	0	0
	0		0.00	0	0.00	0	0.00	0	0	0
	0		0.00	0	0.00	0	0.00	0	0	0
Subtotal of Work / Items by Subcontractors				0		0			0	0
Overhead	2.50%									0
Profit	2.50%									0
Total of Work / Items by Subcontractors										0
Other Costs										
State and RTD Sales Tax	0.00%									0
City and County Use Tax	0.00%									0
General Liability Insurance	0.00%									23
Builders Risk Insurance	0.50%									23
Payment and Performance Bond	2.00%									92
Subtotal of Other Costs										138
Overhead	0.00%									14
Profit	5.00%									7
Total of Other Costs										159
Total Cost				3,802		0			802	5,455

Jul-22

Fuel

Job #

F 7/1 M 7/11 T 7/12 W 7/13 T 7/19 W 7/20 F 7/22 Sat 7/23 Sun 7/31 Totals

Lefthand Fire Station	21009										0
Inspiration Point	21030										0
Mead Public Works	21086	55		52		15		60			182
Morgan Hill	22006										25
CU Broadway	20101										0
Linden st Phase II	22002										0
Shop											30
Clemet Park	21108										0

July Fuel Report

8/31/2022

Fuel

Job #

M 8/1 T 8/2 T 8/9 Sun 8/14 M 8/15 T 8/16 Sun 8/28 M 8/29 T 8/30 W 8/31 Totals

Left Hand Fire Station	21009																0
Inspiration Point	21030																0
Mead Public Works	21086			59					46					55			160
Morgan Hill	22006																0
CU Broadway	20101																0
Inspection of property in	22007		20														0
Shop																	0
Clemet Park	21108																0
																	215

AUGUST FUEL TEMP PURCHASE

Public Works

Notice of Award
Notice to Proceed
Original Substantial Completion
Original Final Completion
Calendar Days Spent
Contract Calendar Days (Final)
Calendar Days Remaining

Original Dates

July 9, 2021
August 1, 2022
September 30, 2022
433
467
34

Adds (calendar days)		Revised Substantial Completion	Revised Final Acceptance	Final Acceptance
Change Order 1	0	August 1, 2022	September 30, 2022	September 30, 2022
Change Order 2	0	August 1, 2022	September 30, 2022	September 30, 2022
Change Order 3	0	August 1, 2022	September 30, 2022	September 30, 2022
Change Order 4	0	August 1, 2022	September 30, 2022	September 30, 2022
Change Order 5	0	August 1, 2022	September 30, 2022	September 30, 2022
Change Order 6	0	August 1, 2022	September 30, 2022	September 30, 2022
Change Order 7	0	August 1, 2022	September 30, 2022	September 30, 2022
Change Order 8	0	August 1, 2022	September 30, 2022	September 30, 2022
Change Order 9	0	August 1, 2022	September 30, 2022	September 30, 2022
Change Order 10	0	August 1, 2022	September 30, 2022	September 30, 2022
Change Order 11	0	August 1, 2022	September 30, 2022	September 30, 2022
Change Order 12	11	August 12, 2022	October 11, 2022	October 11, 2022
Change Order 13	0	August 12, 2022	October 11, 2022	October 11, 2022
Change Order 14	0	August 12, 2022	October 11, 2022	October 11, 2022
Change Order 15	8	August 20, 2022	October 19, 2022	October 19, 2022
Change Order 16	0	August 20, 2022	October 19, 2022	October 19, 2022
Change Order 17	0	August 20, 2022	October 19, 2022	October 19, 2022
Change Order 18	0	August 20, 2022	October 19, 2022	October 19, 2022
Change Order 19	0	August 20, 2022	October 19, 2022	October 19, 2022
Change Order 20	0	August 20, 2022	October 19, 2022	October 19, 2022
Change Order 21	0	August 20, 2022	October 19, 2022	October 19, 2022
Change Order 22	0	August 20, 2022	October 19, 2022	October 19, 2022
Change Order 23	0	August 20, 2022	October 19, 2022	October 19, 2022
Change Order 24	0	August 20, 2022	October 19, 2022	October 19, 2022
Change Order 25	0	August 20, 2022	October 19, 2022	October 19, 2022



805 Weaver Park Road
Longmont, CO 80501
P. 303-776-7643

CHANGE ORDER REQUEST (COR)

CONSTRUCTING QUALITY. BUILDING TRUST.

Date: 10.6.22
COR #: 62

Mead Public Works
PROJECT

SUBMITTED TO - OWNER's Representative

Joe Black
KRISCHE CONSTRUCTION

CC:

Detailed Description of Change Request:
Add to install Austrian Pines no shown on bid set of drawings.

Value of this Request for Change: 2,554

Calendar Days project is extended: 0

Contractor: 
Krische Construction 10.6.22
Date

Architect: _____
D2C Architects Date

Owner: _____
Erika Rasmussen Date

Owner: _____
George Latour Date



605 Weaver Park Road
Longmont, CO 80501
P. 303-776-7643

CHANGE ORDER REQUEST (COR)

CONSTRUCTING QUALITY. BUILDING TRUST.

Date: 10.6.22
COR #: 62

Mead Public Works

Add to install Austrian Pines no shown on bid set of drawings.

PROJECT

DESCRIPTION OF CHANGE

DESCRIPTION	QTY	UNIT	UNIT \$	LABOR	UNIT \$	MATERIAL	UNIT \$	SUBCONTRACT / OTHER	TOTAL
Work / Items by KCI Construction	0		0.00	0	0.00	0	0.00	0	0
Project Executive	0		143.29	0	0.00	0	0.00	0	0
Project Manager	1		87.46	87	0.00	0	0.00	0	87
Superintendent	0		90.55	0	0.00	0	0.00	0	0
Journeyman	0		66.60	0	0.00	0	0.00	0	0
Apprentice	0		52.98	0	0.00	0	0.00	0	0
Laborer	0		40.87	0	0.00	0	0.00	0	0
Project Coordinator	1		68.85	69	0.00	0	0.00	0	69
Misc Expenses	0		0.00	0	0.00	0	0.00	0	0
Small Tools	0		0.00	0	0.00	0	0.00	0	0
Safety Equipment	0		0.00	0	0.00	0	0.00	0	0
Travel / Truck Expense	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
Subtotal of Work / Items by Krische				156		0		0	156
Overhead	10.00%								16
Profit	5.00%								8
Total of Work / Items by Krische									180
Work / Items by Subcontractors	0		0.00	0	0.00	0	0.00	0	0
Peak-N-Prairie	1		0.00	0	0.00	0	0.00	2,184	2,184
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
Subtotal of Work / Items by Subcontractors				0		0		2,184	2,184
Overhead	2.50%								55
Profit	2.50%								55
Total of Work / Items by Subcontractors									2,294
Other Costs									
State and RTD Sales Tax	0.00%								0
City and County Use Tax	0.00%								0
General Liability Insurance	0.50%								12
Builders Risk Insurance	0.50%								12
Payment and Performance Bond	2.00%								47
Subtotal of Other Costs									70
Overhead	10.00%								7
Profit	5.00%								4
Total of Other Costs									81
TOTAL COST				156		0		2,184	2,554

Peak ‘N Prairie Landscape & Reclamation, Inc.
P.O. Box 37
Commerce City, CO 80037
Office: 720-263-3400 Fax: 720-263-3401
www.peaknprairie.com

Mead Public works

CHANGE ORDER PROPOSAL

Joe Black

DESCRIPTION	QUANTITY	UNIT		TOTAL
Install Austrian pines not on bid set.	3	Ea	\$728.15	\$2,184.45
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
			Change Order Total:	\$2,184.45



605 Weaver Park Road
Longmont, CO 80501
P. 303-776-7643

CHANGE ORDER REQUEST (COR)

CONSTRUCTING QUALITY. BUILDING TRUST.

Date: 10.6.22
COR #: 64

Mead Public Works
PROJECT

SUBMITTED TO - OWNER's Representative

Joe Black
KRISCHE CONSTRUCTION

CC:

Detailed Description of Change Request:

Add to install only electrical for radiant tube heaters T-stats (provided by HVAC subcontractor) per RFI#72 alternate solution dated 9/21/22

Value of this Request for Change: 4,872

Calendar Days project is extended: 0

Contractor:  10.6.22
Kriscche Construction Date

Architect: _____
D2C Architects Date

Owner: _____
Erika Rasmussen Date

Owner: _____
George Latour Date



605 Weaver Park Road
Longmont, CO 80501
P. 303-776-7643

CHANGE ORDER REQUEST (COR)

CONSTRUCTING QUALITY. BUILDING TRUST.

Date: 10.6.22
COR #: 64

Mead Public Works
PROJECT

Add to install only electrical for radiant tube heaters T-stats (provided by HVAC subcontractor) per RFI#72 alternate solution dated 9/21/22
DESCRIPTION OF CHANGE

DESCRIPTION	QTY	UNIT	UNIT \$	LABOR	UNIT \$	MATERIAL	UNIT \$	SUBCONTRACT / OTHER	TOTAL
Work / Items by KCI Construction	0		0.00	0	0.00	0	0.00	0	0
Project Executive	0		143.29	0	0.00	0	0.00	0	0
Project Manager	2		87.46	175	0.00	0	0.00	0	175
Superintendent	0		90.55	0	0.00	0	0.00	0	0
Journeyman	0		66.60	0	0.00	0	0.00	0	0
Apprentice	0		52.98	0	0.00	0	0.00	0	0
Laborer	0		40.87	0	0.00	0	0.00	0	0
Project Coordinator	1		68.85	69	0.00	0	0.00	0	69
Misc Expenses	0		0.00	0	0.00	0	0.00	0	0
Small Tools	0		0.00	0	0.00	0	0.00	0	0
Safety Equipment	0		0.00	0	0.00	0	0.00	0	0
Travel / Truck Expense	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
Subtotal of Work / Items by Kische				244		0		0	244
Overhead	10.00%								24
Profit	5.00%								12
Total of Work / Items by Kische									280
Work / Items by Subcontractors									
	0		0.00	0	0.00	0	0.00	0	0
Skyline electric	1		0.00	0	0.00	0	0.00	4,226	4,226
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
Subtotal of Work / Items by Subcontractors				0		0		4,226	4,226
Overhead	2.50%								106
Profit	2.50%								106
Total of Work / Items by Subcontractors									4,438
Other Costs									
State and RTD Sales Tax	0.00%								0
City and County Use Tax	0.00%								0
General Liability Insurance	0.50%								22
Builders Risk Insurance	0.50%								22
Payment and Performance Bond	2.00%								89
Subtotal of Other Costs									134
Overhead	10.00%								13
Profit	5.00%								7
Total of Other Costs									154
TOTAL COST				244		0		4,226	4,872

cm 68

Section 9, Item e.



Skyline Lighting & Electric
 1980 S Quebec Street
 Suite 202
 Denver, CO 80231
 (303) 261-6154

PROPOSAL

September 21, 2022

Krische Construction
 605 Weaver Park Rd.
 Longmont, CO. 80501

P: 303-776-7643
 F: 303-776-9598

Attn: Joe Black

jblack@kciconst.com

Ref: Mead P.W.

We are pleased to quote our price below for new power feeds for the high volt T-stats radiant tube heaters in the shop/bays, wash bay and the TF-1 fan in the I.T. room 1111 per RFI 72 Alternate Solution dated 9/21/22. T-stats will not be connected to GFI wall receptacle circuits shown on RFI# 72 but to the 120V tube heater circuits. They operate like a wall switch.

Material:

Conduit, wire, boxes, fittings, hardware.	\$ 385.00
Lift rental 1/2 week with delivery and pick up charges to Mead:	\$ 635.00
Labor: 24 hours @ 105.00/hr.	\$ 2,520.00
PM 1 hours @ 135.00/hr.	<u>\$ 135.00</u>
	\$ 3,675.00
O. H. & P: 15%:	<u>\$ 551.25</u>
Total:	\$ 4,226.25



505 Weaver Park Road
Longmont, CO 80501
P. 303-776-7643

CHANGE ORDER REQUEST (COR)

CONSTRUCTING QUALITY. BUILDING TRUST.

Date: 10.13.22
COR #: 65

Mead Public Works
PROJECT

SUBMITTED TO - OWNER's Representative

Joe Black
KRISCHE CONSTRUCTION

CC:

Detailed Description of Change Request:

Add one each "box" style knox box to replace padlock type knox box that was discovered would not work with entry gate.

Value of this Request for Change: 737

Calendar Days project is extended: 0

Contractor: 
Krische Construction 10.13.22
Date

Architect: _____
D2C Architects Date

Owner: _____
Erika Rasmussen Date

Owner: _____
George Latour Date



605 Weaver Park Road
Longmont, CO 80501
P. 303-776-7643

CHANGE ORDER REQUEST (COR)

CONSTRUCTING QUALITY. BUILDING TRUST.

Date: 10.13.22
COR #: 65

Mead Public Works
PROJECT

Add one each "box" style knox box to replace padlock type knox box that was discovered would not work with entry gate.
DESCRIPTION OF CHANGE

DESCRIPTION	QTY	UNIT	UNIT \$	LABOR	UNIT \$	MATERIAL	UNIT \$	SUBCONTRACT / OTHER	TOTAL
Work / Items by KCI Construction	0		0.00	0	0.00	0	0.00	0	0
Project Executive	0		143.29	0	0.00	0	0.00	0	0
Project Manager	0		87.46	0	0.00	0	0.00	0	0
Superintendent	0		90.55	0	0.00	0	0.00	0	0
Journeyman	0		66.60	0	0.00	0	0.00	0	0
Apprentice	0		52.98	0	0.00	0	0.00	0	0
Laborer	0		40.87	0	0.00	0	0.00	0	0
Project Coordinator	0		68.85	0	0.00	0	0.00	0	0
Misc Expenses	0		0.00	0	0.00	0	0.00	0	0
Small Tools	0		0.00	0	0.00	0	0.00	0	0
Safety Equipment	0		0.00	0	0.00	0	0.00	0	0
Travel / Truck Expense	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
Subtotal of Work / Items by Kische				0		0		0	0
Overhead	10.00%								0
Profit	5.00%								0
Total of Work / Items by Kische									0
Work / Items by Subcontractors	0		0.00	0	0.00	0	0.00	0	0
Knox	1		0.00	0	0.00	0	0.00	712	712
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
Subtotal of Work / Items by Subcontractors				0		0		712	712
Overhead	0.00%								0
Profit	0.00%								0
Total of Work / Items by Subcontractors									712
Other Costs									
State and RTD Sales Tax	0.00%								0
City and County Use Tax	0.00%								0
General Liability Insurance	0.50%								4
Builders Risk Insurance	0.50%								4
Payment and Performance Bond	2.00%								14
Subtotal of Other Costs									21
Overhead	10.00%								2
Profit	5.00%								1
Total of Other Costs									25
TOTAL COST				0		0		712	737



Sales Order

#SO-KA-300102

10/7/2022

Knox Company
1601 W Deer Valley Rd
Phoenix AZ 85027
United States

BILL TO:

113413
Kirsche Construction , Joe Black
605 Weaver Park Rd
Longmont CO 80501-6047
United States
303-776-7643

SHIP TO:

Kirsche Construction , Joe Black
605 Weaver Park Rd
Longmont CO 80501-6047
United States
303-776-7643

Terms		Shipping Method		PO #	
PP - Prepaid		Ground Shipping < 75 LBS			
Item	Description	Quantity	Units	Rate	Amount
KLS-3261MUG	KnoxLock™ 3200 SURFACE, BLACK, HINGED W/ GATE SWITCH	1	EA	\$681.00	\$681.00
Installation Address: Town of Mead, 1341 Co Rd 34 Mead, Colorado 80542					
Primary System Code Role: PS-07-0060-04-87-EKY01					

Subtotal \$681.00
Tax Amount \$0.00
Shipping and Handling \$31.00
Deposit Collected (\$712.00)

Total \$0.00

CLICK TO PAY NOW



SO-KA-300102



605 Weaver Park Road
Longmont, CO 80501
P. 303-776-7643

CHANGE ORDER REQUEST (COR)

CONSTRUCTING QUALITY. BUILDING TRUST.

Date: 10.6.22
COR #: 68

Mead Public Works
PROJECT

SUBMITTED TO - OWNER's Representative

Joe Black
KRISCHE CONSTRUCTION

CC:

Detailed Description of Change Request:

Please find added surveying costs for easement calc and staking of offsite easement for gas & electric.

Value of this Request for Change: 908

Calendar Days project is extended: 0

Contractor: 
Krische Construction 10.6.22
Date

Architect: _____
D2C Architects Date

Owner: _____
Erika Rasmussen Date

Owner: _____
George Latour Date



605 Weaver Park Road
Longmont, CO 80501
P. 303-776-7643

CHANGE ORDER REQUEST (COR)

CONSTRUCTING QUALITY. BUILDING TRUST.

Date: 10.6.22
COR #: 68

Mead Public Works

PROJECT

Please find added surveying costs for easement calc and staking of offsite easement for gas & electric.

DESCRIPTION OF CHANGE

DESCRIPTION	QTY	UNIT	UNIT \$	LABOR	UNIT \$	MATERIAL	UNIT \$	SUBCONTRACT / OTHER	TOTAL
Work / Items by KCI Construction	0		0.00	0	0.00	0	0.00	0	0
Project Executive	0		143.29	0	0.00	0	0.00	0	0
Project Manager	1		87.46	87	0.00	0	0.00	0	87
Superintendent	0		90.55	0	0.00	0	0.00	0	0
Journeyman	0		86.60	0	0.00	0	0.00	0	0
Apprentice	0		52.98	0	0.00	0	0.00	0	0
Laborer	0		40.87	0	0.00	0	0.00	0	0
Project Coordinator	1		68.85	69	0.00	0	0.00	0	69
Misc Expenses	0		0.00	0	0.00	0	0.00	0	0
Small Tools	0		0.00	0	0.00	0	0.00	0	0
Safety Equipment	0		0.00	0	0.00	0	0.00	0	0
Travel / Truck Expense	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
Subtotal of Work / Items by Krische				156		0		0	156
Overhead	10.00%								16
Profit	5.00%								8
Total of Work / Items by Krische									180
Work / Items by Subcontractors	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
Civilarts	1		0.00	0	0.00	0	0.00	667	667
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
Subtotal of Work / Items by Subcontractors				0		0		667	667
Overhead	2.50%								17
Profit	2.50%								17
Total of Work / Items by Subcontractors									700
Other Costs									
State and RTD Sales Tax	0.00%								0
City and County Use Tax	0.00%								0
General Liability Insurance	0.50%								4
Builders Risk Insurance	0.50%								4
Payment and Performance Bond	2.00%								16
Subtotal of Other Costs									25
Overhead	10.00%								2
Profit	5.00%								1
Total of Other Costs									28
TOTAL COST				156		0		667	908



ENGINEERING
PLANNING
SURVEYING

P 303.682.1131
F 303.682.1149

Info@civilarts.us
www.civilarts.us

1500 Kansas Avenue, Suite 210
Longmont, CO 80501

Section 9, Item e.

Request for Change Order #7

Mr. Joe Black
Krische Construction
605 Weaver Park Road
Longmont, CO 80501

Invoice Date: Sep 13, 2022
Invoice Num: 1613-0-RFC07

Billing Through
Aug 31, 2022

Project Name: Change Order #7
Project ID: 1613-0:CO#7
Project Manager: LO
Project Description: 21086 Mead Public Works

Date	Employee	Description	Hours	Rate	Amount
Services:					
7/12/2022	LO	Calc for easement	1.50	\$92.00	\$138.00
7/13/2022	1 FC	JG-Stake offsite easement for gas & electric	4.00	\$118.00	\$472.00
8/19/2022	1 FC	JG-Restake pond	4.25	\$118.00	\$501.50
8/31/2022	1 FC	JG-Re-topo pond/as built pond	3.25	\$118.00	\$383.50
Service Amount:					\$1,495.00
Total Service Amount:					\$1,495.00
Reimbursable Expenses:					
7/13/2022	1 FC	6" Poplar Hub			\$16.56
7/13/2022	1 FC	48" Lath			\$40.32
8/19/2022	1 FC	48" Lath			\$68.88
8/19/2022	1 FC	6" Poplar Hub			\$28.29
Total Expenses:					\$154.05
Amount Due This Invoice:					\$1,649.05

Rev total 5666.68

AMOUNTS BILLED ARE PAYABLE IN FULL WITHIN 30 DAYS OF STATEMENT DATE

Please Make Checks Payable To: CivilArts, Inc. and Send To: P.O. Box 1438, Longmont, Colorado 80502-1438

Amounts not paid within 30 days are subject to interest (Late Charge) at the rate of 18% per annum.

Page 1 of 1

LO 9/14/22



605 Weaver Park Road
Longmont, CO 80501
P. 303-776-7643

CHANGE ORDER REQUEST (COR)

CONSTRUCTING QUALITY. BUILDING TRUST.

Date: 10.13.22
COR #: 69

Mead Public Works
PROJECT

SUBMITTED TO - OWNER's Representative

Joe Black
KRISCHE CONSTRUCTION

CC:

Detailed Description of Change Request:

Add two (2each) bollards at gas meter location at the east side of the building.

Value of this Request for Change: 2,933

Calendar Days project is extended: 0

Contractor: 
Krische Construction 10.13.22
Date

Architect: _____
D2C Architects Date

Owner: _____
Erika Rasmussen Date

Owner: _____
George Latour Date



605 Weaver Park Road
Longmont, CO 80501
P. 303-776-7643

CHANGE ORDER REQUEST (COR)

CONSTRUCTING QUALITY. BUILDING TRUST.

Date: 10.13.22
COR #: 69

Mead Public Works
PROJECT

Add two (2each) bollards at gas meter location at the east side of the building.
DESCRIPTION OF CHANGE

DESCRIPTION	QTY	UNIT	UNIT \$	LABOR	UNIT \$	MATERIAL	UNIT \$	SUBCONTRACT / OTHER	TOTAL
Work / Items by KCI Construction	0		0.00	0	0.00	0	0.00	0	0
Project Executive	0		143.29	0	0.00	0	0.00	0	0
Project Manager	2		87.46	175	0.00	0	0.00	0	175
Superintendent	0		90.55	0	0.00	0	0.00	0	0
Journeyman/equip operator	4		66.60	266	0.00	0	0.00	0	266
Apprentice	0		52.98	0	0.00	0	0.00	0	0
Laborer	4		40.87	163	0.00	0	0.00	0	163
Project Coordinator	1		68.85	69	0.00	0	0.00	0	69
Misc Expenses	0		0.00	0	0.00	0	0.00	0	0
Small Tools	0		0.00	0	0.00	0	0.00	0	0
Safety Equipment	0		0.00	0	0.00	0	0.00	0	0
Travel/Truck Expense / bollard pickupDelivery	2	L	75.00	150	0.00	0	0.00	0	150
Mini-X with auger	1	day	250.00	250	0.00	0	0.00	0	250
Prep/sand & Paint Bollards - 2 coats	6		65.00	390	0.00	0	0.00	0	390
concrete included in slab pour back	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
Subtotal of Work / Items by Krische				1,464		0		0	1,464
Overhead	10.00%								146
Profit	5.00%								73
Total of Work / Items by Krische									1,683
Work / Items by Subcontractors	0		0.00	0	0.00	0	0.00	0	0
Mountain Man Welding	1		0.00	0	0.00	0	0.00	1,106	1,106
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
Subtotal of Work / Items by Subcontractors				0		0		1,106	1,106
Overhead	2.50%								28
Profit	2.50%								28
Total of Work / Items by Subcontractors									1,161
Other Costs									
State and RTD Sales Tax	0.00%								0
City and County Use Tax	0.00%								0
General Liability Insurance	0.50%								13
Builders Risk Insurance	0.50%								13
Payment and Performance Bond	2.00%								51
Subtotal of Other Costs									77
Overhead	10.00%								8
Profit	5.00%								4
Total of Other Costs									89
TOTAL COST				1,464		0		1,106	2,933



Change Order Request # 5

TO:	Name/Title	Joe Black
	Company	KCI
	Address#1	
	Address#2	

Date	10-11-2022
Project Name	Mead Public Works Building
Project #	21-230
Project MGR	Greg Farmer

TOTAL: \$1,106.00

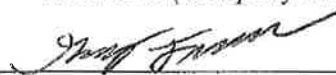
Description: Fabricate 2 8'X 6"X3/16" bollards.

Submitted By:

Accepted By:

Mountain Man Welding and Fabrication, Inc.
Subcontractor (Company Name)

Contractor (Company Name)


By (Signature)

By (Signature)

Greg Farmer
Printed Name

Printed Name

10/11/2022
Date

Date:



605 Weaver Park Road
Longmont, CO 80501
P. 303-776-7643

CHANGE ORDER REQUEST (COR)

CONSTRUCTING QUALITY. BUILDING TRUST.

Date: 10.6.22
COR #: 67

Mead Public Works
PROJECT

SUBMITTED TO - OWNER's Representative

Joe Black
KRISCHE CONSTRUCTION

CC:

Detailed Description of Change Request:
Add RFI#73 directive, add door louver at I.T. room 111

Value of this Request for Change: 808

Calendar Days project is extended: 0

Contractor: 
Krische Construction 10.6.22
Date

Architect: _____
D2C Architects Date

Owner: _____
Erika Rasmussen Date

Owner: _____
George Latour Date



605 Weaver Park Road
Longmont, CO 80501
P. 303-776-7643

CHANGE ORDER REQUEST (COR)

CONSTRUCTING QUALITY. BUILDING TRUST.

Date: 10.6.22
COR #: 67

Mead Public Works
PROJECT

Add RFI#73 directive, add door louver at I.T. room 111
DESCRIPTION OF CHANGE

DESCRIPTION	QTY	UNIT	UNIT \$	LABOR	UNIT \$	MATERIAL	UNIT \$	SUBCONTRACT / OTHER	TOTAL
Work / Items by KCI Construction	0		0.00	0	0.00	0	0.00	0	0
Project Executive	0		143.29	0	0.00	0	0.00	0	0
Project Manager	1		87.46	87	0.00	0	0.00	0	87
Superintendent	0		90.55	0	0.00	0	0.00	0	0
Journeyman	0		66.60	0	0.00	0	0.00	0	0
Apprentice	0		52.98	0	0.00	0	0.00	0	0
Laborer	0		40.87	0	0.00	0	0.00	0	0
Project Coordinator	1		68.85	69	0.00	0	0.00	0	69
Misc Expenses	0		0.00	0	0.00	0	0.00	0	0
Small Tools	0		0.00	0	0.00	0	0.00	0	0
Safety Equipment	0		0.00	0	0.00	0	0.00	0	0
Travel / Truck Expense	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
Subtotal of Work / Items by Kische				156		0		0	156
Overhead	10.00%								16
Profit	5.00%								8
Total of Work / Items by Kische									180
Work / Items by Subcontractors									
	0		0.00	0	0.00	0	0.00	0	0
collins door	1		0.00	0	0.00	0	0.00	574	574
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
	0		0.00	0	0.00	0	0.00	0	0
Subtotal of Work / Items by Subcontractors				0		0		574	574
Overhead	2.50%								14
Profit	2.50%								14
Total of Work / Items by Subcontractors									603
Other Costs									
State and RTD Sales Tax	0.00%								0
City and County Use Tax	0.00%								0
General Liability Insurance	0.50%								4
Builders Risk Insurance	0.50%								4
Payment and Performance Bond	2.00%								15
Subtotal of Other Costs									22
Overhead	10.00%								2
Profit	5.00%								1
Total of Other Costs									25
TOTAL COST				156		0		574	808

Joe Black

RFI #73

Subject: FW: Mead door louver for I T room 1111

-----Original Message-----

From: Majik <Majik@collinsdoor.net>
Sent: Monday, September 19, 2022 3:03 PM
To: Joe Black <jblack@kciconst.com>
Subject: RE: Mead door louver for I T room 1111

Hi Joe,

74.00 dollars for the louver, and 125 an hour for us to come out and cut the door and install. I estimated 4 hours with drive time \$500.00. Total = \$574.00

Sorry I have a couple monster projects that are eating up a ton of my time so I apologize for the slow response.

Thanks!

Majik Brown
Project Manager
Collins Door and Hardware, Inc.
394 Delozier Drive
Fort Collins, CO 80524
(P) 970-221-2396
(F) 970-221-3856

-----Original Message-----

From: Joe Black <jblack@kciconst.com>
Sent: Monday, September 19, 2022 2:50 PM
To: Majik <Majik@collinsdoor.net>
Subject: Mead door louver for I T room 1111

Hi Majik able to get. Pricing for door louver 18 x 18 and IT room?, Thanks Joe

Sent from my iPhone



Agenda Item Summary

MEETING DATE: November 01, 2022

SUBJECT: **Resolution No. 81-R-2022** – A Resolution of the Town of Mead, Colorado, Approving that Certain Intergovernmental Agreement with the State of Colorado (acting by and through the Colorado Department of Transportation) for WCR 34 Bridge Over Mead Lateral Project (Project No. BRO M870-008 (24891))

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

SUMMARY

The Town desires to enter into an Intergovernmental Agreement with the State of Colorado acting by and through the Colorado Department of Transportation (“Project IGA”) to fund the WCR 34 Bridge Over Mead Lateral Project (the “Project”).

Resolution No. 81-R-2022: (1) approves the Project IGA, (2) delegates authority to the Mayor to execute the Project IGA on behalf of the Town when in final form, and (3) 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 Project IGA.

The Project consists of the design of a new prestressed single span structure to replace an existing severely deteriorated bridge structure located on the Weld County Road 34 arterial where it crosses the Mead Lateral. The design phase is scheduled to begin during Federal fiscal year 2023. The design phase will identify more exact requirements, qualities, and attributes that shall be used to complete the construction phase of the project estimated to begin in Federal fiscal year 2023.

FINANCIAL CONSIDERATIONS

The maximum amount payable by the Town under the Project IGA is forty thousand eighty dollars (\$40,080.00), unless such amount is increased by an appropriate written modification to the Project IGA and executed by the Town and the State of Colorado acting by and through the Colorado Department of Transportation.

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the November 01, 2022, **consent agenda** will approve the Resolution (approving the Project IGA and authorizing the Mayor to execute the Project IGA on behalf of the Town).

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. 81-R-2022, Approving that certain Intergovernmental Agreement with the State of Colorado (acting by and through the Colorado Department of Transportation) for WCR 34 Bridge Over Mead Lateral Project (Project No. BRO M870-008 (24891)).”

ATTACHMENTS

Resolution No. 81-R-2022
Project IGA

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 81-R-2022**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO,
APPROVING THAT CERTAIN INTERGOVERNMENTAL AGREEMENT
WITH THE STATE OF COLORADO (ACTING BY AND THROUGH THE
COLORADO DEPARTMENT OF TRANSPORTATION) FOR
WCR 34 BRIDGE OVER MEAD LATERAL PROJECT
(PROJECT NO. BRO M870-008 (24891))**

WHEREAS, the Town of Mead (the “Town”) and the State of Colorado (acting by and through the Colorado Department of Transportation) (“CDOT”) have agreed on the terms that that certain Intergovernmental Agreement regarding the WCR 34 Bridge Over Mead Lateral Project (PROJECT NO. BRO M870-008 (24891)) (the “Project IGA”); and

WHEREAS, the Project IGA addresses improvements to the WCR 34 bridge over Mead Lateral (the “Project”) including but not limited to the design of a new prestressed single span structure to replace an existing severely deteriorated bridge structure located on the Weld County Road 34 arterial where it crosses the Mead Lateral; and

WHEREAS, the maximum amount payable by the Town under the Project IGA is forty thousand eighty dollars (\$40,080.00) unless such amount is increased by an appropriate written modification to the Project IGA executed by the Town and CDOT; and

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

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

WHEREAS, the Board of Trustees further desires to delegate 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 Project IGA.

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 Project IGA in the form currently on file with the Town Clerk; (b) authorizes the Town Attorney in cooperation with the Town Manager and Town Engineer to make non-material changes to the Project IGA that do not materially increase the Town’s obligations; (c) authorizes the Mayor to execute the Project IGA 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 Project IGA.

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 1st DAY OF NOVEMBER, 2022.

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen G. Whitlow, Mayor

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT

Signature and Cover Page

State Agency Department of Transportation		Agreement Routing Number 23-HA4-XC-00123	
Local Agency Town Of Mead		Agreement Effective Date The later of the effective date or August 19, 2022	
Agreement Description WCR 34 Bridge Mead Lateral		Agreement Expiration Date August 18, 2032	
Project # BRO M870- 008 (24891)	Region # 4	Contract Writer DM	Agreement Maximum Amount \$200,397.00

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

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

LOCAL AGENCY TOWN OF MEAD Signature By: (Print Name and Title) Date: _____	STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director Stephen Harelson, P.E., Chief Engineer Date: _____
2nd State or Local Agency Signature if Needed Signature By: (Print Name and Title) Date: _____	LEGAL REVIEW Philip J. Weiser, Attorney General Assistant Attorney General By: (Print Name and Title) Date: _____
In accordance with §24-30-202 C.R.S., this Agreement 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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EXHIBIT S, PII CERTIFICATION
EXHIBIT T, CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE

1. PARTIES

This Agreement is entered into by and between Local Agency named on the Signature and Cover Page for this Agreement (“Local Agency”), and the STATE OF COLORADO acting by and through the State agency named on the Signature and Cover Page for this Agreement (the “State” or “CDOT”). Local Agency 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 Agreement Funds shall be expended within the dates shown in **Exhibit C** for each respective phase (“Phase Performance Period(s)”). The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Local Agency for any Work performed or expense incurred before 1) the Effective Date of this original Agreement; except as described in **§7.D**; 2) before the encumbering document for the respective phase *and* the official Notice to Proceed for the respective phase; or 3) after the Final Phase Performance End Date, as shown in **Exhibit C**. Additionally, the State shall have no obligation to pay Local Agency for any Work performed or expense incurred after the Agreement Expiration Date or after required billing deadline specified in **§7.B.i.e.**, or the expiration of “Special Funding” if applicable, whichever is sooner. The State’s obligation to pay Agreement Funds exclusive of Special Funding will continue until the Agreement Expiration Date. If Agreement Funds expire before the Agreement Expiration Date, then no payments will be made after expiration of Agreement Funds.

B. Initial Term and Extension

The Parties’ respective performances under this Agreement shall commence on the Agreement Effective Date shown on the Signature and Cover Page for this Agreement and shall terminate on as shown on the Signature and Cover Page for this Agreement, unless sooner terminated or further extended in accordance with the terms of this Agreement. Upon request of Local Agency, the State may, in its sole discretion, extend the term of this Agreement by Option Letter pursuant **§7.E.iv**. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in **Exhibit C**.

C. 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, and this ARPA Award is not appropriated, or otherwise become unavailable to fund this ARPA Award the State, in its discretion, may terminate this Agreement in whole or in part. This subsection shall not apply to a termination of this Agreement by the State for breach by Local Agency, which shall be governed by **§14.A.i**.

i. Method and Content

The State shall notify Local Agency by providing written notice to Local Agency of the termination and be in accordance with **§16**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Local Agency shall be subject to **§14.A.i.a**

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Local Agency 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 Local Agency for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Local Agency which are directly attributable to the uncompleted portion of Local Agency’s obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Local Agency hereunder. This subsection shall not apply to a termination of this ARPA Award by the State for breach by Local Agency.

D. Local Agency Termination Under Federal Requirements

Local Agency may request termination of the ARPA Award by sending notice to the State, which includes the effective date of the termination. If this ARPA Award is terminated in this manner, then Local Agency shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. AUTHORITY

Authority to enter into this Agreement exists in the law as follows:

A. Federal Authority

Pursuant to Title I, Subtitle A, of the “Fixing America’s Surface Transportation Act” (FAST Act) of 2015, and to applicable provisions of Title 23 of the United States Code and implementing regulations at Title 23 of the Code of Federal Regulations, as may be amended, (collectively referred to hereinafter as the “Federal Provisions”), certain federal funds have been and are expected to continue to be allocated for transportation projects requested by Local Agency and eligible under the Surface Transportation Improvement Program that has been proposed by the State and approved by the Federal Highway Administration (“FHWA”).

Pursuant to Title VI of the Social Security Act, Section 602 of the “Coronavirus State and Local Fiscal Recovery Funds”, a part of the American Rescue Plan, provides state, local and Tribal governments with the resources needed to respond to the pandemic and its economic effects and to build a stronger, more equitable economy during the recovery.

B. State Authority

Pursuant to CRS §43-1-223 and to applicable portions of the Federal Provisions, the State is responsible for the general administration and supervision of performance of projects in the Program, including the administration of federal funds for a Program project performed by a Local Agency under a contract with the State. This Agreement is executed under the authority of CRS §§29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-104.5.

4. PURPOSE

The purpose of this Agreement is to disburse Federal funds to the Local Agency pursuant to CDOT’s Stewardship Agreement with the FHWA and/or USDT as shown in **Exhibit C**.

5. 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. “**Agreement Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- C. “**ARPA**” means American Rescue Plan Act, funded by the US Department of the Treasury (“USDT”). See “SLFRF” below.
- D. “**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.
- E. “**Budget**” means the budget for the Work described in **Exhibit C**.
- F. “**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..
- G. “**Chief Procurement Officer**” means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202 to procure or supervise the procurement of all supplies and services needed by the State.
- H. “**CJI**” means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- I. “**Consultant**” means a professional engineer or designer hired by Local Agency to design the Work Product.
- J. “**Contractor**” means the general construction contractor hired by Local Agency to construct the Work.

- K. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- L. **“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 and Cover Page for this Agreement.
- M. **“Evaluation”** means the process of examining Local Agency’s Work and rating it based on criteria established in §6, **Exhibit A** and **Exhibit E**.
- N. **“Exhibits”** means the following exhibits attached to this Agreement:
 - i. **Exhibit A**, Scope of Work.
 - ii. **Exhibit B**, Sample Option Letter.
 - iii. **Exhibit C**, Funding Provisions
 - iv. **Exhibit D**, Local Agency Resolution
 - v. **Exhibit E**, Local Agency Contract Administration Checklist
 - vi. **Exhibit F**, Certification for Federal-Aid Contracts
 - vii. **Exhibit G**, Disadvantaged Business Enterprise
 - viii. **Exhibit H**, Local Agency Procedures for Consultant Services
 - ix. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts
 - x. **Exhibit J**, Additional Federal Requirements
 - xi. **Exhibit K**, The Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions
 - xii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form
 - xiii. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the “Uniform Guidance”)
 - xiv. **Exhibit N**, Federal Treasury Provisions
 - xv. **Exhibit O**, Agreement with Subrecipient of Federal Recovery Funds
 - xvi. **Exhibit P**, SLFRF Subrecipient Quarterly Report
 - xvii. **Exhibit Q**, SLFRF Reporting Modification Form
 - xviii. **Exhibit R**, Applicable Federal Awards
 - xix. **Exhibit S**, PII Certification
 - xx. **Exhibit T**, Checklist of Required Exhibits Dependent on Funding Source
- O. **“Expiration Date”** means the date on which this Agreement expires, as shown on the Signature and Cover Page for this Agreement.
- P. **“Extension Term”** means the period of time by which the ARPA Expiration Date is extended by the State through delivery of an updated ARPA Letter.
- Q. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a 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.
- R. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. The US Department of the Treasury is the Federal Awarding Agency for the Federal Award, which may be the subject of this Agreement.
- S. **“FHWA”** means the Federal Highway Administration, which is one of the twelve administrations under the Office of the Secretary of Transportation at the U.S. Department of Transportation. FHWA provides stewardship over the construction, maintenance and preservation of the Nation’s highways and tunnels. FHWA is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.
- T. **“Goods”** means any movable material acquired, produced, or delivered by Local Agency as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Local Agency in connection with the Services.

- U. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- V. **“Initial Term”** means the time period defined in §2.B.
- W. **“Local Funds”** means the funds provided by the Local Agency as their obligated contribution to the federal and/or State Awards to receive the federal and/or State funding.
- X. **“Notice to Proceed”** means the letter issued by the State to the Local Agency stating the date the Local Agency can begin work subject to the conditions of this Agreement.
- Y. **“OMB”** means the Executive Office of the President, Office of Management and Budget.
- Z. **“Oversight”** means the term as it is defined in the Stewardship Agreement between CDOT and the FHWA.
- AA. **“Party”** means the State or Local Agency, and **“Parties”** means both the State and Local Agency.
- BB. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- CC. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- DD. **“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 C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, et. seq., C.R.S.
- EE. **“Recipient”** means the Colorado Department of Transportation (CDOT) for this Federal Award.
- FF. **“Services”** means the services to be performed by Local Agency as set forth in this Agreement and shall include any services to be rendered by Local Agency in connection with the Goods.
- GG. **“SLFRF”** means State and Local Fiscal Recovery Funds, provided by ARPA, funded by the US Treasury Department.
- HH. **“Special Funding”** means an award by Federal agency or the State which may include but is not limited to one or a combination of Multimodal Transportation & Mitigation Options Funding, Revitalizing Main Streets, Safer Main Streets, Stimulus Funds, Coronavirus Response and Relief Supplemental Funds, ARPA, SLFRF, or COVID Relief.
- II. **“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.
- JJ. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a).
- KK. **“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.
- LL. **“State Purchasing Director”** means the position described in the Colorado Procurement Code and its implementing regulations.

- MM. **“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.
- NN. **“Sub-Award”** means this Award by the State to Local Agency funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- OO. **“Subcontractor”** means third parties, if any, engaged by Local Agency to aid in performance of the Work.
- PP. **“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.
- QQ. **“Tax Information”** means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes but is not limited to all information defined as Federal tax Information in Internal Revenue Service Publication 1075.
- RR. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.
- SS. **“USDT”** The United States Department of the Treasury (**USDT**) is the national treasury and finance department of the federal government of the United States where it serves as an executive department. The USDT funds ARPA.
- TT. **“Work”** means the delivery of the Goods and performance of the Services in compliance with CDOT’s Local Agency Manual described in this Agreement.
- UU. **“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, 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.

6. SCOPE OF WORK

Local Agency shall complete the Work as described in this Agreement and in accordance with the provisions of **Exhibit A**, and the Local Agency Manual. The State shall have no liability to compensate Local Agency for the delivery of any Goods or the performance of any Services that are not specifically set forth in this Agreement. Work may be divided into multiple phases that have separate periods of performance. The State may not compensate for Work that Local Agency performs outside of its designated phase performance period. The performance period of phases, including, but not limited to Design, Construction, Right of Way, Utilities, or Environment phases, are identified in **Exhibit C**. The State may unilaterally modify **Exhibit C** from time to time, at its sole discretion, to extend the Agreement Expiration Date and/or to extend the period of performance for a phase of Work authorized under this Agreement. To exercise these options to extend the Agreement Expiration Date and/or to update the phase performance period extension option, the State will provide written notice to Local Agency in a form substantially equivalent to **Exhibit B**. The State’s unilateral extension of the Agreement Expiration Date and/or the phase performance periods will not amend or alter in any way the funding provisions or any other terms specified in this Agreement, notwithstanding the options listed under **§7.E**

A. Local Agency Commitments

i. Design

If the Work includes preliminary design, final design, design work sheets, or special provisions and estimates (collectively referred to as the “Plans”), Local Agency shall ensure that it and its Contractors comply with and are responsible for satisfying the following requirements:

- a. Perform or provide the Plans to the extent required by the nature of the Work.
 - b. Prepare final design in accordance with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by the State.
 - c. Prepare provisions and estimates in accordance with the most current version of the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Local Agency specifications if approved by the State.
 - d. Include details of any required detours in the Plans in order to prevent any interference of the construction Work and to protect the traveling public.
 - e. Stamp the Plans as produced by a Colorado registered professional engineer.
 - f. Provide final assembly of Plans and all other necessary documents.
 - g. Ensure the Plans are accurate and complete.
 - h. Make no further changes in the Plans following the award of the construction contract to Contractor unless agreed to in writing by the Parties. The Plans shall be considered final when approved in writing by CDOT, and when final, they will be deemed incorporated herein.
- ii. Local Agency Work
- a. Local Agency shall comply with the requirements of the Americans With Disabilities Act (ADA) 42 U.S.C. § 12101, et. seq., and applicable federal regulations and standards as contained in the document "ADA Accessibility Requirements in CDOT Transportation Projects".
 - b. Local Agency shall afford the State ample opportunity to review the Plans and shall make any changes in the Plans that are directed by the State to comply with FHWA requirements.
 - c. Local Agency may enter into a contract with a Consultant to perform all or any portion of the Plans and/or construction administration. Provided, however, if federal-aid funds are involved in the cost of such Work to be done by such Consultant, such Consultant contract (and the performance provision of the Plans under the contract) must comply with all applicable requirements of 23 C.F.R. Part 172 and with any procedures implementing those requirements as provided by the State, including those in **Exhibit H**. If Local Agency enters into a contract with a Consultant for the Work:
 - 1) Local Agency shall submit a certification that procurement of any Consultant contract complies with the requirements of 23 C.F.R. 172.5(1) prior to entering into such Consultant contract, subject to the State's approval. If not approved by the State, Local Agency shall not enter into such Consultant contract.
 - 2) Local Agency shall ensure that all changes in the Consultant contract have prior approval by the State and FHWA and that they are in writing. Immediately after the Consultant contract has been awarded, one copy of the executed Consultant contract and any amendments shall be submitted to the State.
 - 3) Local Agency shall require that all billings under the Consultant contract comply with the State's standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.
 - 4) Local Agency (and any Consultant) shall comply with 23 C.F.R. 172.5(b) and (d) and use the CDOT procedures described in **Exhibit H** to administer the Consultant contract.
 - 5) Local Agency may expedite any CDOT approval of its procurement process and/or Consultant contract by submitting a letter to CDOT from Local Agency's attorney/authorized representative certifying compliance with **Exhibit H** and 23 C.F.R. 172.5(b) and (d).
 - 6) Local Agency shall ensure that the Consultant contract complies with the requirements of 49 CFR 18.36(i) and contains the following language verbatim:
 - (a) The design work under this Agreement shall be compatible with the requirements of the contract between Local Agency and the State (which is incorporated herein by this

reference) for the design/construction of the project. The State is an intended third-party beneficiary of this agreement for that purpose.

- (b) Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project.
- (c) The consultant shall review the construction Contractor's shop drawings for conformance with the contract documents and compliance with the provisions of the State's publication, Standard Specifications for Road and Bridge Construction, in connection with this work.
- (d) The State, in its sole discretion, may review construction plans, special provisions and estimates and may require Local Agency to make such changes therein as the State determines necessary to comply with State and FHWA requirements.

iii. Construction

If the Work includes construction, Local Agency shall perform the construction in accordance with the approved design plans and/or administer the construction in accordance with **Exhibit E**. Such administration shall include Work inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing construction Contractor claims; construction supervision; and meeting the quality control requirements of the FHWA/CDOT Stewardship Agreement, as described in **Exhibit E**.

- a. The State may, after providing written notice of the reason for the suspension to Local Agency, suspend the Work, wholly or in part, due to the failure of Local Agency or its Contractor to correct conditions which are unsafe for workers or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the State to be in the public interest.
- b. Local Agency shall be responsible for the following:
 - 1) Appointing a qualified professional engineer, licensed in the State of Colorado, as Local Agency Project Engineer (LAPE), to perform engineering administration. The LAPE shall administer the Work in accordance with this Agreement, the requirements of the construction contract and applicable State procedures, as defined in the CDOT Local Agency Manual (https://www.codot.gov/business/designsupport/bulletins_manuals/2006-local-agency-manual).
 - 2) For the construction Services, advertising the call for bids, following its approval by the State, and awarding the construction contract(s) to the lowest responsible bidder(s).
 - (a) All Local Agency's advertising and bid awards pursuant to this Agreement shall comply with applicable requirements of 23 U.S.C. §112 and 23 C.F.R. Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that Local Agency and its Contractor(s) incorporate Form 1273 (Exhibit I) in its entirety, verbatim, into any subcontract(s) for Services as terms and conditions thereof, as required by 23 C.F.R. 633.102(e).
 - (b) Local Agency may accept or reject the proposal of the apparent low bidder for Work on which competitive bids have been received. Local Agency must accept or reject such bids within three (3) working days after they are publicly opened.
 - (c) If Local Agency accepts bids and makes awards that exceed the amount of available Agreement Funds, Local Agency shall provide the additional funds necessary to complete the Work or not award such bids.
 - (d) The requirements of §6.A.iii.b.2 also apply to any advertising and bid awards made by the State.

- (e) The State (and in some cases FHWA) must approve in advance all Force Account Construction, and Local Agency shall not initiate any such Services until the State issues a written Notice to Proceed.

iv. Right of Way (ROW) and Acquisition/Relocation

- a. If Local Agency purchases a ROW for a State highway, including areas of influence, Local Agency shall convey the ROW to CDOT promptly upon the completion of the project/construction.
- b. Any acquisition/relocation activities shall comply with all applicable federal and State statutes and regulations, including but not limited to, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, as amended (49 C.F.R. Part 24), CDOT's Right of Way Manual, and CDOT's Policy and Procedural Directives.
- c. The Parties' respective responsibilities for ensuring compliance with acquisition, relocation and incidentals depend on the level of federal participation as detailed in CDOT's Right of Way Manual (located at <http://www.codot.gov/business/manuals/right-of-way>); however, the State always retains oversight responsibilities.
- d. The Parties' respective responsibilities at each level of federal participation in CDOT's Right of Way Manual, and the State's reimbursement of Local Agency costs will be determined pursuant the following categories:
 - 1) Right of way acquisition (3111) for federal participation and non-participation;
 - 2) Relocation activities, if applicable (3109);
 - 3) Right of way incidentals, if applicable (expenses incidental to acquisition/relocation of right of way – 3114).

v. Utilities

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

vi. Railroads

If the Work involves modification of a railroad company's facilities and such modification will be accomplished by the railroad company, Local Agency shall make timely application to the Public Utilities Commission ("PUC") requesting its order providing for the installation of the proposed improvements. Local Agency shall not proceed with that part of the Work before obtaining the PUC's order. Local Agency shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 C.F.R. 646, subpart B, concerning federal-aid projects involving railroad facilities, and:

- a. Execute an agreement with the railroad company setting out what work is to be accomplished and the location(s) thereof, and which costs shall be eligible for federal participation.
- b. Obtain the railroad's detailed estimate of the cost of the Work.
- c. Establish future maintenance responsibilities for the proposed installation.
- d. Proscribe in the agreement the future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
- e. Establish future repair and/or replacement responsibilities, as between the railroad company and the Local Agency, in the event of accidental destruction or damage to the installation.

vii. Environmental Obligations

Local Agency shall perform all Work in accordance with the requirements of current federal and State environmental regulations, including the National Environmental Policy Act of 1969 (NEPA) as applicable.

viii. Maintenance Obligations

Local Agency shall maintain and operate the Work constructed under this Agreement at its own cost and expense during their useful life, in a manner satisfactory to the State and FHWA. Local Agency shall conduct such maintenance and operations in accordance with all applicable statutes, ordinances, and regulations pertaining to maintaining such improvements. The State and FHWA may make periodic inspections to verify that such improvements are being adequately maintained.

ix. Monitoring Obligations

Local Agency shall respond in a timely manner to and participate fully with the monitoring activities described in §7.F.vi.

B. State's Commitments

- i. The State will perform a final project inspection of the Work as a quality control/assurance activity. When all Work has been satisfactorily completed, the State will sign the FHWA Form 1212.
- ii. Notwithstanding any consents or approvals given by the State for the Plans, the State shall not be liable or responsible in any manner for the structural design, details or construction of any Work constituting major structures designed by, or that are the responsibility of, Local Agency, as identified in **Exhibit E**.

7. PAYMENTS

A. Maximum Amount

Payments to Local Agency are limited to the unpaid, obligated balance of the Agreement Funds set forth in **Exhibit C**. The State shall not pay Local Agency any amount under this Agreement that exceeds the Agreement Maximum set forth in **Exhibit C**.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Local Agency in the amounts and in accordance with conditions set forth in **Exhibit C**.
- b. Local Agency 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 Local Agency 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 Local Agency 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 the Agreement.
- e. If a project is funded in part with Federal or State special funding there may be an expiration date for the funds. The expiration date applies to grants and local funds used to match grants. To receive payment or credit for the match, Work must be completed or substantially completed, as outlined in the terms of the grant, prior to the expiration date of the special funding and invoiced in compliance with the rules outlined in the award of the funding. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.

ii. Interest

Amounts not paid by the State within 45 days after the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 46th 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. Local Agency shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days interest to be paid and the interest rate.

iii. Payment Disputes

If Local Agency disputes any calculation, determination, or amount of any payment, Local Agency shall notify the State in writing of its dispute within 30 days following the earlier to occur of Local Agency'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 Local Agency 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

- a. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Local Agency beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Agreement 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 Agreement Funds, the State's obligation to pay Local Agency 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 Agreement Funds, and the State's liability for such payments shall be limited to the amount remaining of such Agreement 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.C.
- b. If the agreement funds are terminated, the State can terminate the contract early. Payment due for work done to the date of termination will be processed in a manner consistent with §2.C.

v. Erroneous Payments

The State may recover, at the State's discretion, payments made to Local Agency in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Local Agency. The State may recover such payments by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Local Agency, or by any other appropriate method for collecting debts owed to the State. The close out of a Federal Award does not affect the right of FHWA 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 in §9.A.).

vi. 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. Local Agency Funds

Local Agency shall provide their obligated contribution funds as outlined in §7.A. and **Exhibit C**. Local Agency shall have raised the full amount of their funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Local Agency'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 Local Agency and paid into Local Agency's treasury. Local Agency represents to the State that the amount designated "Local Agency Funds" in **Exhibit C** has been legally appropriated for the purpose of this Agreement by its authorized representatives and paid into its treasury. Local Agency may evidence such obligation by an appropriate ordinance/resolution or other authority letter expressly authorizing Local Agency to enter into this Agreement and to expend its match share of the Work. A copy of any such ordinance/resolution or authority letter is attached hereto as **Exhibit D** if applicable. Local Agency 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

Local Agency. Local Agency shall not pay or be liable for any claimed interest, late charges, fees, taxes, or penalties of any nature, except as required by Local Agency's laws or policies.

D. Reimbursement of Local Agency Costs

The State shall reimburse Local Agency's allowable costs, not exceeding the maximum total amount described in **Exhibit C** and §7. However, any costs incurred by Local Agency 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. The State shall pay Local Agency for costs or expenses incurred or performance by the Local Agency prior to the Effective Date, only if (1) the Grant Funds involve federal funding and (2) federal laws, rules, and regulations applicable to the Work provide for such retroactive payments to the Local Agency. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement. The applicable principles described in 2 C.F.R. Part 200 shall govern the State's obligation to reimburse all costs incurred by Local Agency and submitted to the State for reimbursement hereunder, and Local Agency shall comply with all such principles. The State shall reimburse Local Agency for the federal-aid share of properly documented costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and **Exhibit C**. Local Agency costs for Work performed 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. Local Agency costs for Work performed after any Performance Period End Date for a respective phase of the Work, is not reimbursable. Allowable costs shall be:

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

E. Unilateral Modification of Agreement Funds Budget by State Option Letter

The State may, at its discretion, issue an "Option Letter" to Local Agency to add or modify Work phases in the Work schedule in **Exhibit C** if such modifications do not increase total budgeted Agreement Funds. Such Option Letters shall amend and update **Exhibit C**, Sections 2 or 4 of the Table, and sub-sections B and C of the **Exhibit C**. Option Letters shall not be deemed valid until signed by the State Controller or an authorized delegate. **This is NOT a Notice to Proceed.** Modification of **Exhibit C** by unilateral Option Letter is permitted only in the specific scenarios listed below. The State will exercise such options by providing Local Agency a fully executed Option Letter, in a form substantially equivalent to **Exhibit B**. Such Option Letters will be incorporated into this Agreement. This applies to the entire Scope of Work.

i. Option to Begin a Phase and/or Increase or Decrease the Encumbrance Amount

The State may require by Option Letter that Local Agency begin a new Work phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous Work (but may not include Right of Way Acquisition/Relocation or Railroads) as detailed in **Exhibit A**. Such Option Letters may not modify the other terms and conditions stated in this Agreement and must decrease the amount budgeted and encumbered for one or more other Work phases so that the total amount of budgeted Agreement Funds remains the same. The State may also change the funding sources so long as the amount budgeted remains the same and the Local Agency contribution does not increase. The State may also issue a unilateral Option Letter to increase and/or decrease the total encumbrance amount of two or more existing Work phases, as long as the total amount of budgeted Agreement Funds remains the same, replacing the original Agreement Funding exhibit (**Exhibit C**) with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.).

ii. Option to Transfer Funds from One Phase to Another Phase.

The State may require or permit Local Agency to transfer Agreement Funds from one Work phase (Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous) to another phase as a result of changes to State, federal, and local match funding. In such case, the original funding exhibit (**Exhibit C**) will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. The Agreement Funds transferred from one Work phase to another are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a

fully executed Option Letter to Local Agency within thirty (30) days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iii. Option to Exercise Options i and ii.

The State may require Local Agency to add a Work phase as detailed in **Exhibit A**, and encumber and transfer Agreement Funds from one Work phase to another. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. The addition of a Work phase and encumbrance and transfer of Agreement Funds are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a fully executed Option Letter to Local Agency within 30 days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iv. Option to Extend Agreement/Phase Term and/or modify the OMB Uniform Guidance. The State, at its discretion, shall have the option to extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. Any updated version of **Exhibit C** shall be attached to any executed Option Letter as **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.). In order to exercise this option, the State shall provide written notice to the Local Agency in a form substantially equivalent to **Exhibit B**.

F. Accounting

Local Agency shall establish and maintain accounting systems in accordance with generally accepted accounting standards (a separate set of accounts, or as a separate and integral part of its current accounting scheme). Such accounting systems shall, at a minimum, provide as follows:

i. Local Agency Performing the Work

If Local Agency is performing the Work, it shall document all allowable costs, including any approved Services contributed by Local Agency or subcontractors, using payrolls, time records, invoices, contracts, vouchers, and other applicable records.

ii. Local Agency-Checks or Draws

Checks issued or draws made by Local Agency shall be made or drawn against properly signed vouchers detailing the purpose thereof. Local Agency shall keep on file all checks, payrolls, invoices, contracts, vouchers, orders, and other accounting documents in the office of Local Agency, clearly identified, readily accessible, and to the extent feasible, separate and apart from all other Work documents.

iii. State-Administrative Services

The State may perform any necessary administrative support services required hereunder. Local Agency shall reimburse the State for the costs of any such services from the budgeted Agreement Funds as provided for in **Exhibit C**. If FHWA Agreement Funds are or become unavailable, or if Local Agency terminates this Agreement prior to the Work being approved by the State or otherwise completed, then all actual incurred costs of such services and assistance provided by the State shall be reimbursed to the State by Local Agency at its sole expense.

iv. Local Agency-Invoices

Local Agency's invoices shall describe in detail the reimbursable costs incurred by Local Agency for which it seeks reimbursement, the dates such costs were incurred and the amounts thereof, and Local Agency shall not submit more than one invoice per month.

v. Invoicing Within 60 Days

The State shall not be liable to reimburse Local Agency for any costs invoiced more than 60 days after the date on which the costs were incurred, including costs included in Local Agency's final invoice. The State may withhold final payment to Local Agency at the State's sole discretion until completion of final audit. Any costs incurred by Local Agency that are not allowable under 2 C.F.R. Part 200 shall be Local Agency's responsibility, and the State will deduct such disallowed costs from any payments due to Local Agency. The State will not reimburse costs for Work performed after the Performance Period End Date for a respective Work phase. The State will not reimburse costs for Work performed prior to Performance

Period End Date, but for which an invoice is received more than 60 days after the Performance Period End Date.

vi. Risk Assessment & Monitoring

Pursuant to 2 C.F.R. 200.331(b), – CDOT will evaluate Local Agency’s risk of noncompliance with federal statutes, regulations, and terms and conditions of this Agreement. Local Agency shall complete a Risk Assessment Form (**Exhibit L**) when that may be requested by CDOT. The risk assessment is a quantitative and/or qualitative determination of the potential for Local Agency’s non-compliance with the requirements of the Federal Award. The risk assessment will evaluate some or all of the following factors:

- Experience: Factors associated with the experience and history of the Subrecipient with the same or similar Federal Awards or grants.
- Monitoring/Audit: Factors associated with the results of the Subrecipient’s previous audits or monitoring visits, including those performed by the Federal Awarding Agency, when the Subrecipient also receives direct federal funding. Include audit results if Subrecipient receives single audit, where the specific award being assessed was selected as a major program.
- Operation: Factors associated with the significant aspects of the Subrecipient’s operations, in which failure could impact the Subrecipient’s ability to perform and account for the contracted goods or services.
- Financial: Factors associated with the Subrecipient’s financial stability and ability to comply with financial requirements of the Federal Award.
- Internal Controls: Factors associated with safeguarding assets and resources, deterring and detecting errors, fraud and theft, ensuring accuracy and completeness of accounting data, producing reliable and timely financial and management information, and ensuring adherence to its policies and plans.
- Impact: Factors associated with the potential impact of a Subrecipient’s non-compliance to the overall success of the program objectives.
- Program Management: Factors associated with processes to manage critical personnel, approved written procedures, and knowledge of rules and regulations regarding federal-aid projects.

Following Local Agency’s completion of the Risk Assessment Tool (**Exhibit L**), CDOT will determine the level of monitoring it will apply to Local Agency’s performance of the Work. This risk assessment may be re-evaluated after CDOT begins performing monitoring activities.

G. Close Out

Local Agency shall close out this Award within 90 days after the Final Phase Performance End Date. If SLFRF Funds are used the Local Agency shall close out that portion of the Award within 45 days after the ARPA Award Expiration Date. Close out requires Local Agency’s submission to the State of all deliverables defined in this Agreement, and Local Agency’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 FHWA or US Treasury has not closed this Federal Award within one (1) year and 90 days after the Final Phase Performance End Date due to Local Agency’s failure to submit required documentation, then Local Agency may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

8. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to §19 or pursuant to any exhibit, for any contract having a term longer than 3 months, Local Agency 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 ten (10) Business Days following the end of each calendar quarter or at such time as otherwise specified by the State. If SLFRF Funds are used the report must be in the format of **Exhibit P**.

B. Litigation Reporting

If Local Agency 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 Local Agency's ability to perform its obligations under this Agreement, Local Agency shall, within 10 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 in §16.

C. Performance and Final Status

Local Agency shall submit all financial, performance and other reports to the State no later than 60 calendar days after the Final Phase Performance End Date or sooner termination of this Agreement, containing an Evaluation of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

D. Violations Reporting

Local Agency must disclose, in a timely manner, in writing to the State and FHWA, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. Penalties for noncompliance may include suspension or debarment (2 CFR Part 180 and 31 U.S.C. 3321).

9. LOCAL AGENCY RECORDS

A. Maintenance

Local Agency 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. Local Agency shall maintain such records for a period (the "Record Retention Period") pursuant to the requirements of the funding source and for a minimum of three (3) years following the date of submission to the State of the final expenditure report, whichever is longer, 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 Local Agency in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three (3) years following final disposition of such property.

B. Inspection

Records during the Record Retention Period. Local Agency shall make Local Agency Records available during normal business hours at Local Agency's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two (2) 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 Local Agency's performance of its obligations under this Agreement using procedures as determined by the State. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work. Local Agency shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Local Agency. 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 Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work. If Local Agency enters into a subcontract with an entity that would also be considered a Subrecipient, then the subcontract entered into by Local Agency shall contain provisions permitting both Local Agency and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

D. Final Audit Report

Local Agency shall promptly submit to the State a copy of any final audit report of an audit performed on Local Agency's records that relates to or affects this Agreement or the Work, whether the audit is conducted

by Local Agency or a third party. Additionally, if Local Agency is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Local Agency shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Local Agency shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Local Agency for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Local Agency under CORA. Local Agency shall not, without prior written approval of the State, use for Local Agency's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Agreement. Local Agency 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. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative. If Local Agency or any of its Subcontractors will or may receive the following types of data, Local Agency or its Subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Award as an Exhibit, if applicable, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Award, if applicable. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Local Agency 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. Local Agency shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Agreement, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Local Agency shall provide copies of those signed nondisclosure agreements to the State upon request.

C. Use, Security, and Retention

Local Agency 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. Local Agency shall provide the State with access, subject to Local Agency'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, Local Agency shall return State Records provided to Local Agency or destroy such State Records and certify to the State that it has done so, as directed by the State. If Local Agency is prevented by law or regulation from returning or destroying State Confidential Information, Local Agency warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Local Agency 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 Local Agency can establish that none of Local Agency or any of its agents, employees, assigns, or Subcontractors are the cause or source of the Incident, Local Agency shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Local Agency 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.

E. Safeguarding Personally Identifying Information "PII"

If Local Agency or any of its Subcontracts will or may receive PII under this agreement, Local Agency shall provide for the security for 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. Local Agency 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 S** on an annual basis Contractor's duty and obligation to certify as set forth in **Exhibit S** 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.

11. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Local Agency 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 Local Agency under this Agreement. Such a conflict of interest would arise when a Local Agency 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. Officers, employees, and agents of Local Agency may neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts.

B. Apparent Conflicts of Interest

Local Agency 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, Local Agency shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Local Agency's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Local Agency is uncertain whether a conflict or the appearance of a conflict has arisen, Local Agency 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.

12. INSURANCE

Local Agency 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 with an AM Best rating of A-VIII or better.

A. Local Agency Insurance

Local Agency is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA") and shall maintain 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.

B. Subcontractor Requirements

Local Agency shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA. Local Agency shall ensure that each Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement all of the following insurance policies:

i. Workers' Compensation

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

ii. General Liability

Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- a. \$1,000,000 each occurrence;
- b. \$1,000,000 general aggregate;
- c. \$1,000,000 products and completed operations aggregate; and
- d. \$50,000 any 1 fire.

iii. 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.

iv. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$2,000,000 general aggregate.

v. Professional Liability Insurance

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

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

vi. Crime Insurance

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

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

vii. Cyber/Network Security and Privacy Liability

Liability insurance covering all civil, regulatory and statutory damages, contractual damages, data breach management exposure, and any loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of breach, violation or infringement of right to privacy rights through improper use or disclosure of protect consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

- a. \$1,000,000 each occurrence; and

- b. \$2,000,000 general aggregate.
- C. 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 Local Agency and Subcontractors. In the event of cancellation of any commercial general liability policy, the carrier shall provide at least 10 days prior written notice to CDOT.

- D. Primacy of Coverage

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

- E. 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 Local Agency and Local Agency shall forward such notice to the State in accordance with §16 within 7 days of Local Agency's receipt of such notice.

- F. Subrogation Waiver

All commercial insurance policies secured or maintained by Local Agency 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 Local Agency or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

- G. Certificates

For each commercial insurance plan provided by Local Agency under this Agreement, Local Agency shall provide to the State certificates evidencing Local Agency's insurance coverage required in this Agreement within seven (7) Business Days following the Effective Date. Local Agency shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following the Effective Date, except that, if Local Agency's subcontract is not in effect as of the Effective Date, Local Agency shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following Local Agency's execution of the subcontract. No later than 15 days before the expiration date of Local Agency's or any Subcontractor's coverage, Local Agency 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, Local Agency shall, within seven (7) Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this §12.

13. BREACH

- A. Defined

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, shall be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization, or similar law, by or against Local Agency, or the appointment of a receiver or similar officer for Local Agency 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.

- B. Notice and Cure Period

In the event of a breach, the aggrieved Party shall give written notice of breach 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 §14 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 the Agreement in order to protect the public interest of the State.

14. REMEDIES

- A. State's Remedies

If Local Agency 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 **§13.B**, shall have all of the remedies listed in this **§14.A**, 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 Local Agency's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Local Agency 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, Local Agency 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, Local Agency shall complete and deliver to the State all Work not canceled by the termination notice and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Local Agency shall assign to the State all of Local Agency's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Local Agency shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Local Agency but in which the State has an interest. At the State's request, Local Agency shall return materials owned by the State in Local Agency's possession at the time of any termination. Local Agency 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 Local Agency for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Local Agency was not in breach or that Local Agency'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.C**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Local Agency shall remain liable to the State for any damages sustained by the State in connection with any breach by Local Agency, and the State may withhold payment to Local Agency for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Local Agency is determined. The State may withhold any amount that may be due Local Agency 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 Local Agency's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Local Agency to an adjustment in price or cost or an adjustment in the performance schedule. Local Agency 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 Local Agency after the suspension of performance.

b. Withhold Payment

Withhold payment to Local Agency until Local Agency corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Local Agency'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 from the Work of any of Local Agency'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 a patent, copyright, trademark, trade secret, or other intellectual property right, Local Agency shall, as approved by the State (a) secure that right to use such Work for the State or Local Agency; (b) replace the Work with non infringing Work or modify the Work so that it becomes non infringing; or, (c) remove any infringing Work and refund the amount paid for such Work to the State.

B. Local Agency's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Local Agency, following the notice and cure period in §13.B and the dispute resolution process in §15 shall have all remedies available at law and equity.

15. 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 Local Agency for resolution.

B. Resolution of Controversies

If the initial resolution described in §15.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDOT as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109, 24-109-101.1, 24-109-101.5, 24-109-106, 24-109-107, 24-109-201 through 24-109-206, and 24-109-501 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

C. Questions of Fact

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

16. NOTICES AND REPRESENTATIVES

Each individual identified below 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 (i) by hand with receipt required, (ii) by certified or registered mail to such Party's principal representative at the address set forth below

or (iii) as an email with read receipt requested to the principal representative at the email address, if any, set forth below. 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 below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §16 without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

For the State

Colorado Department of Transportation (CDOT)
Brandon Johnson, EIT-II
Region 4
10601 10th St.
Greeley, CO 80634
970-515-2274
brandon.m.johnson@state.co.us

For the Local Agency

Town Of Mead
Erika Rasmussen, Town Engineer
441 3rd St.
Mead, CO 80542
970-805-4185
erasmussen@townofmead.org

17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Local Agency hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Local Agency or any Subcontractors. Local Agency 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. Whether or not Local Agency is under contract with the State at the time, Local Agency 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.

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, Local Agency 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 Local Agency cannot make any of the assignments required by this section, Local Agency 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, Local Agency 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 Local Agency 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 the Local Agency is under Agreement with the State at the time, Local Agency 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. Local Agency 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"). Local Agency shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Local Agency's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Local Agency 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 Local Agency

Local Agency retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Local Agency 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 Local Agency under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Local Agency Property"). Local Agency 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.

18. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; 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. The following applies through June 30, 2022: no term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Local Agency under this Agreement is \$100,000 or greater, either on the Effective Date or at any time thereafter, this §19 shall apply. Local Agency agrees to be governed by and comply with the provisions of §24-106-103, §24-102-206, §24-106-106, §24-106-107 C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Local Agency'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.

20. GENERAL PROVISIONS

A. Assignment

Local Agency'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 Local Agency's rights and obligations approved by the State shall be subject to the provisions of this Agreement

B. Subcontracts

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

C. Binding Effect

Except as otherwise provided in **§20.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. 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 Contract by reference.

H. 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.

I. Jurisdiction and Venue

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.

J. 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 contract amendments, shall conform to the policies promulgated by the Colorado State Controller.

K. 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.

L. Order of Precedence

In the event of a conflict or inconsistency between this Agreement and any exhibits or attachment such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. The provisions of the other sections of the main body of this Agreement.
- ii. **Exhibit N**, Federal Treasury Provisions.
- iii. **Exhibit F**, Certification for Federal-Aid Contracts.
- iv. **Exhibit G**, Disadvantaged Business Enterprise.
- v. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts.
- vi. **Exhibit J**, Additional Federal Requirements.
- vii. **Exhibit K**, Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions.
- viii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form.
- ix. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the "Uniform Guidance").
- x. **Exhibit O**, Agreement with Subrecipient of Federal Recovery Funds.
- xi. **Exhibit R**, Applicable Federal Awards.
- xii. Colorado Special Provisions in the main body of this Agreement.
- xiii. **Exhibit A**, Scope of Work.
- xiv. **Exhibit H**, Local Agency Procedures for Consultant Services.
- xv. **Exhibit B**, Sample Option Letter.
- xvi. **Exhibit C**, Funding Provisions.
- xvii. **Exhibit P**, SLFRF Subrecipient Quarterly Report.
- xviii. **Exhibit Q**, SLFRF Reporting Modification Form.
- xix. **Exhibit D**, Local Agency Resolution.
- xx. **Exhibit E**, Local Agency Contract Administration Checklist.
- xxi. **Exhibit S**, PII Certification.
- xxii. **Exhibit T**, Checklist of Required Exhibits Dependent on Funding Source.
- xxiii. Other exhibits in descending order of their attachment.

M. 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 the Agreement.

N. Survival of Certain Agreement Terms

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

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§20.C**, 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 the 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

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

S. Licenses, Permits, and Other Authorizations.

Local Agency 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 subcontract, 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

Local Agency 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 Agreement.

U. Accessibility

- i. Local Agency 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. Local Agency 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. Each Party agrees to be responsible for its own liability incurred as a result of its participation in and performance under this Agreement. In the event any claim is litigated, each Party will be responsible for its own attorneys' fees, expenses of litigation, or other costs. No provision of this Agreement shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability provided to either the Local Agency or the State by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. and Article XI of the Colorado Constitution. Nothing in the Agreement shall be construed as a waiver of any provision of the State Fiscal Rules.
- iii. The State may require Local Agency's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Local Agency'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.

V. 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 Local Agency. Local Agency shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Local Agency may wish to have in place in connection with this Agreement.

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

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

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

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

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

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

D. INDEPENDENT CONTRACTOR

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

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

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

G. PROHIBITED TERMS.

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

H. SOFTWARE PIRACY PROHIBITION.

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

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

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

22. FEDERAL REQUIREMENTS

Local Agency and/or their contractors, subcontractors, and consultants shall at all times during the execution of this Agreement strictly adhere to, and comply with, all applicable federal and State laws, and their implementing regulations, as they currently exist and may hereafter be amended. A summary of applicable federal provisions are attached hereto as **Exhibit F, Exhibit I, Exhibit J, Exhibit K, Exhibit M, Exhibit N** and **Exhibit O** are hereby incorporated by this reference.

23. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Local Agency will comply with all requirements of **Exhibit G** and **Exhibit E**, Local Agency Contract Administration Checklist, regarding DBE requirements for the Work, except that if Local Agency desires to use its own DBE program to implement and administer the DBE provisions of 49 C.F.R. Part 26 under this Agreement, it must submit a copy of its program's requirements to the State for review and approval before the execution of this Agreement. If Local Agency uses any State- approved DBE program for this Agreement, Local Agency shall be solely responsible to defend that DBE program and its use of that program against all legal and other challenges or complaints, at its sole cost and expense. Such responsibility includes, without limitation, determinations concerning DBE eligibility requirements and certification, adequate legal and factual bases for DBE goals and good faith efforts. State approval (if provided) of Local Agency's DBE program does not waive or modify the sole responsibility of Local Agency for use of its program.

EXHIBIT A

SCOPE OF WORK

Name of Project: WCR 34
 Project Number: BRO M870-008
 SubAccount #: 24891

The Colorado Department of Transportation (“CDOT”) will oversee the Town of Mead when the Town completes the WCR 34 project. (Hereinafter referred to as “this work”). CDOT and the Town of Mead believes it will be beneficial to perform this work because this bridge over Mead Lateral is structurally deficient due to severe spalling, exposed and corroded reinforcing bars, and laminating corrosion of the steel piles, abutment backwalls, and girders. The Town has completed the necessary preliminary studies to implement this proposal. All work will conform to the MUTCD.

This work consists of design of a new prestressed single span structure to replace an existing severely deteriorated bridge structure, originally constructed in 1937. The structure is located on the Weld County Road 34 arterial where it crosses the Mead Lateral, with an ADT volume of 3,596. The design phase of this work is scheduled to begin during federal fiscal year 2023. The design phase will identify more exact requirements, qualities, and attributes for this work. (Herein after referred to as “the exact work”). The exact work shall be used to complete the construction phase of the project. The construction phase of the project is estimated to begin in federal fiscal year 2023 and shall finish as soon as reasonably possible.

This work will conform to the parameters articulated in the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, AASHTO “A Policy on Geometric Design of Highways and Streets”, AASHTO “Roadside Design Guide”, and the CDOT Project Development Manual, CDOT M&S Standards, CDOT Design Guide, CDOT Construction Manual, Manual on Uniform Traffic Control Devices, Highway Capacity Manual, along with all applicable State and Federal guidelines

If ARPA funds are used all ARPA funds must be encumbered by December 31, 2024. All work funded by ARPA must be completed by December 31, 2026 and all bills must be submitted to CDOT for payment by January 31, 2027. These bills must be paid by CDOT by March 31, 2027.

If this project is funded with Multimodal Transportation & Mitigation Options Funding (MMOF) these funding expenditures must be invoiced by June 1st of the year they expire.

By accepting funds for this Scope of Work, Local Agency acknowledges, understands, and accepts the continuing responsibility for the safety of the traveling public after initial acceptance of the project. **Local Agency is responsible for maintaining and operating the scope of work described in this Exhibit A constructed under this Agreement at its own cost and expense during its useful life.**

EXHIBIT B**SAMPLE IGA OPTION LETTER**

Date	State Fiscal Year	Option Letter No.
Project Code	Original Agreement #	

Vendor Name:

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous and to update encumbrance amount(s).

Option to unilaterally transfer funds from one phase to another phase.

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous, to update encumbrance amount(s), and to unilaterally transfer funds from one phase to another phase.

Option to unilaterally extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify OMB Guidance.

Option A

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to authorize the Local Agency to add a phase and to encumber funds for the phase based on changes in funding availability and authorization. The total encumbrance is (or increased) by \$0.00. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option B

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to transfer funds based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option C

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to 1) release the Local Agency to begin a phase; 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from phases based on variance in actual phase costs and

original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option D

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. This is made part of the original Agreement and replaces the Expiration Date shown on the Signature and Cover Page. Any updated version of **Exhibit C** shall be attached to any executed Option Letter as **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.).

The effective date of this option letter is upon approval of the State Controller or delegate.

STATE OF COLORADO
Jared S. Polis
Department of Transportation

By: _____
Stephen Harelson, P.E., Chief Engineer
(For) Shoshana M. Lew, Executive Director

Date: _____

ALL AGREEMENTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

STATE OF COLORADO
STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Colorado Department of Transportation

Date: _____

EXHIBIT C- FUNDING PROVISIONS

Section 9, Item f.

Town of Mead Project BRO M870-008 (24891)

A. Cost of Work Estimate

The Local Agency has estimated the total cost the Work to be \$200,397.00, which is to be funded as follows:

1. FUNDING

BRO M870-008 (24891)

a.	Federal Funds (80% of BRO Award)	\$160,317.00
b.	Local Agency Funds (20% of BRO Award)	\$40,080.00

TOTAL FUNDS ALL SOURCES**\$200,397.00**

2. OMB UNIFORM GUIDANCE

a.	Federal Award Identification Number (FAIN):	TBD
b.	Name of Federal Awarding Agency:	FHWA
c.	Local Agency Unique Entity Identifier	TBD
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):	\$0.00

3. ESTIMATED PAYMENT TO LOCAL AGENCY

a.	Federal Funds Budgeted	\$160,317.00
b.	Less Estimated Federal Share of CDOT-Incurred Costs	\$0.00

TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY	80%	\$160,317.00
TOTAL ESTIMATED FUNDING BY LOCAL AGENCY	20%	\$40,080.00
TOTAL PROJECT ESTIMATED FUNDING	100.00%	\$200,397.00

4. FOR CDOT ENCUMBRANCE PURPOSES

BRO M870-008 (24891)

a.	Total Encumbrance Amount (Federal funds + Local Agency funds)	\$200,397.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109	\$0.00

NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS**\$200,397.00**

Note: No funds are currently available. Design and Construction funds will become available after execution of an Option letter (Exhibit B) or formal Amendment.

BRO M870-008 (24891)

WBS Element 24891.10.30	Performance Period Start*/End Date TBD-TBD	Design 3020	\$0.00
WBS Element 24891.20.10	Performance Period Start*/End Date TBD- TBD	Const. 3301	\$0.00

*BRO M870-008 (24891) the Local Agency should not begin work until all three (3) of the following 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

BRO M870-008 (24891)

The funding ratio for the federal funds for this Work is 80% federal funds to 20% Local Agency funds, and this ratio applies only to the \$200,397.00 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 \$200,397.00, and additional federal funds are available for the Work, the Local Agency shall pay 20% of all such costs eligible for federal funding and 100% of all other costs. If 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 \$200,397.00, then the amounts of Local Agency and federal funds will be decreased in accordance with the funding ratio described herein. **This applies to the entire scope of Work.**

C. Maximum Amount Payable

BRO M870-008 (24891)

The maximum amount payable to the Local Agency under this Agreement shall be \$160,317.00. For CDOT accounting purposes, the federal funds of \$160,317.00 and the Local Agency funds of \$40,080.00 will be encumbered for a total encumbrance of \$200,397.00, 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

LOCAL AGENCY RESOLUTION (IF APPLICABLE)

EXHIBIT E

Section 9, Item f.

LOCAL AGENCY AGREEMENT ADMINISTRATION CHECKLIST

COLORADO DEPARTMENT OF TRANSPORTATION LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST			
Project No. BRO M870-008	STIP No.	Project Code 24891	Region 4
Project Location 40°13'58.9"N 105°01'38.6"W			Date
Project Description WCR 34			
Local Agency Town of Mead		Local Agency Project Manager Erika Rasmussen	
CDOT Resident Engineer Bryce Reeves		CDOT Project Manager Brandon Johnson	
INSTRUCTIONS: This checklist shall be used to establish the contractual administrative responsibilities of the individual parties to this agreement. The checklist becomes an attachment to the Local Agency Agreement. Section numbers (NO.) correspond to the applicable chapters of the <i>CDOT Local Agency Desk Reference (Local Agency Manual)</i>. LAWR numbers correspond to the applicable flowchart in the Local Agency Web Resource. The checklist shall be prepared by placing an X under the responsible party, opposite each of the tasks. The X denotes the party responsible for initiating and executing the task. Only one responsible party should be selected. When neither CDOT nor the Local Agency is responsible for a task, not applicable (NA) shall be noted. In addition, # will denote that CDOT must concur or approve. Tasks that will be performed by Headquarters staff are indicated with an X in the CDOT column under Responsible Party. The Regions, in accordance with established policies and procedures, will determine who will perform all other tasks that are the responsibility of CDOT. The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Local Agency Project Manager, and submitted to the Region Program Engineer. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Local Agency Project Manager, will prepare and distribute a revised checklist. Note: Failure to comply with applicable Federal and State requirements may result in the loss of Federal or State participation in funding.			

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
		TIP / STIP AND LONG-RANGE PLANS		
	2.1	Review Project to ensure it is consistent with STIP and amendments thereto		X
		FEDERAL FUNDING OBLIGATION AND AUTHORIZATION		
	4.1	Authorize funding by phases (CDOT Form 418 - Federal-aid Program Data. Requires FHWA concurrence/involvement). <i>Please write in "NA", if Not Applicable.</i>		X
		PROJECT DEVELOPMENT		
	5.1	Determine Delivery Method on Infrastructure Projects	X	
1	5.2	Prepare Design Data - CDOT Form 463	X	
	5.3	Prepare Local Agency/CDOT Inter-Governmental Agreement (see also Chapter 3)		X
2	5.4	Conduct Consultant Selection/Execute Consultant Agreement - Project Development - Construction Contract Administration (including Fabrication Inspection Services)	X	
3,3A	5.5	Conduct Design Scoping Review Meeting	X	
3,6	5.6	Conduct Public Involvement	X	
3	5.7	Conduct Field Inspection Review (FIR)	X	

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
4	5.8	Conduct Environmental Processes (may require FHWA concurrence/involvement)	X	
5	5.9	Acquire Right-of-Way (may require FHWA concurrence/involvement)	X	
3	5.10	Obtain Utility and Railroad Agreements	X	
3	5.11	Conduct Final Office Review (FOR)	X	
3A	5.12	Justify Force Account Work by the Local Agency	X	
3B	5.13	Justify Proprietary, Sole Source, or Local Agency Furnished Items	X	
3	5.14	Document Design Exceptions - CDOT Form 464	X	
3	5.15	Prepare Plans, Specifications, Construction Cost Estimates and Submittals	X	
	5.16	Ensure Authorization of Funds for Construction		X
	5.17	Electronic Signatures	X	
	5.18	Records Management	X	
PROJECT DEVELOPMENT CIVIL RIGHTS AND LABOR COMPLIANCE				
3	6.1	Set Disadvantaged Business Enterprise (DBE) Goals for Consultant and Construction Contracts (CDOT Region EEO/Civil Rights Specialist).		X
	6.2	Determine Applicability of Davis-Bacon Act This project is not exempt from Davis-Bacon requirements as determined by the functional classification of the project location (Projects located on local roads and rural minor collectors may be exempt.) Bryce Reeves CDOT Resident Engineer 1/12/2022 Date		X
	6.3	Set On-the-Job Training Goals (CDOT Region EEO/Civil Rights Specialist) "NA", if Not Applicable		X
3	6.4	Title VI Assurances	X	
6,7		Ensure the correct Federal Wage Decision, all required Disadvantaged Business Enterprise/On-the-Job Training special provisions and FHWA Form 1273 are included in the Contract (CDOT Resident Engineer)	X	
ADVERTISE, BID AND AWARD of CONSTRUCTION PROJECTS				
6,7	7.1	Obtain Approval for Advertisement Period of Less Than Three Weeks	X	
7	7.2	Advertise for Bids	X	
7	7.3	Distribute "Advertisement Set" of Plans and Specifications	X	
7	7.4	Review Worksite and Plan Details with Prospective Bidders While Project Is Under Advertisement	X	
7	7.5	Open Bids	X	
7	7.6	Process Bids for Compliance		
		Check CDOT Form 1415 – Commitment Confirmation when the low bidder meets DBE goals. <i>Please write in "NA", if Not Applicable.</i>		X
		Evaluate CDOT Form 1416 - Good Faith Effort Report and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals. <i>"NA", if Not Applicable.</i>		X
		Submit required documentation for CDOT award concurrence	X	
	7.7	Concurrence from CDOT to Award		X
	7.8	Approve Rejection of Low Bidder		X
7,8	7.9	Award Contract	X	
8	7.10	Provide "Award" and "Record" Sets of Plans and Specifications	X	
CONSTRUCTION MANAGEMENT				
8	8.1	Issue Notice to Proceed to the Contractor	X	
8	8.2	Project Safety	X	
8	8.3	Conduct Conferences:		
		Pre-construction Conference (Appendix B) • Fabrication Inspection Notifications	X	
		Pre-survey • Construction staking • Monumentation	X	
		Partnering (Optional)	X	
		Structural Concrete Pre-Pour (Agenda is in CDOT Construction Manual)	X	

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
		Concrete Pavement Pre-Paving (Agenda is in <i>CDOT Construction Manual</i>)	X	
		HMA Pre-Paving (Agenda is in <i>CDOT Construction Manual</i>)	X	
8	8.4	Develop and distribute Public Notice of Planned Construction to media and local residents	X	
9	8.5	Supervise Construction		
		A Professional Engineer (PE) registered in Colorado, who will be "in responsible charge of construction supervision." Erika Rasmussen 970-805-4185 Local Agency Professional Engineer or CDOT Resident Engineer Phone number	X	
		Provide competent, experienced staff who will ensure the Contract work is constructed in accordance with the plans and specifications	X	
		Construction inspection and documentation	X	
		Fabrication Inspection and documentation	X	
9	8.6	Approve Shop Drawings	X	
9	8.7	Perform Traffic Control Inspections	X	
9	8.8	Perform Construction Surveying	X	
9	8.9	Monument Right-of-Way	X	
9,9A	8.10	Prepare and Approve Interim and Final Contractor Pay Estimates. Collect and review CDOT Form 1418 (or equivalent) Provide the name and phone number of the person authorized for this task. Erika Rasmussen 970-805-4185 Local Agency Representative Phone number	X	
9	8.11	Prepare and Approve Interim and Final Utility and Railroad Billings	X	
9B	8.12	Prepare and Authorize Change Orders	X	
9B	8.13	Submit Change Order Package to CDOT	X	
9A	8.14	Prepare Local Agency Reimbursement Requests	X	
9	8.15	Monitor Project Financial Status	X	
9	8.16	Prepare and Submit Monthly Progress Reports	X	
9	8.17	Resolve Contractor Claims and Disputes	X	
	8.18	Conduct Routine and Random Project Reviews Provide the name and phone number of the person responsible for this task. Bryce Reeves 970-350-2126 CDOT Resident Engineer Phone number		X
9	8.19	Ongoing Oversight of DBE Participation	X	
MATERIALS				
9,9C	9.1	Discuss Materials at Pre-Construction Meeting • Buy America documentation required prior to installation of steel	X	
9,9C	9.2	Complete CDOT Form 250 - Materials Documentation Record • Generate form, which includes determining the minimum number of required tests and applicable material submittals for all materials placed on the project • Update the form as work progresses • Complete and distribute form after work is completed	X	
9C	9.3	Perform Project Acceptance Samples and Tests	X	
9C	9.4	Perform Laboratory Verification Tests	X	
9C	9.5	Accept Manufactured Products Inspection of structural components: • Fabrication of structural steel and pre-stressed concrete structural components • Bridge modular expansion devices (0" to 6" or greater) • Fabrication of bearing devices	X	

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
9C	9.6	Approve Sources of Materials	X	
9C	9.7	Independent Assurance Testing (IAT), Local Agency Procedures Procedures • Generate IAT schedule • Schedule and provide notification • Conduct IAT	X	
9C	9.8	Approve mix designs • Concrete • Hot mix asphalt	X	
9C	9.9	Check Final Materials Documentation	X	
9C	9.10	Complete and Distribute Final Materials Documentation	X	
CONSTRUCTION CIVIL RIGHTS AND LABOR COMPLIANCE				
9	10.1	Fulfill Project Bulletin Board and Pre-Construction Packet Requirements	X	
8,9	10.2	Process CDOT Form 205 - Sublet Permit Application Review and sign completed CDOT Form 205 for each subcontractor, and submit to EEO/Civil Rights Specialist	X	
9	10.3	Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280	X	
9	10.4	Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the "Commercially Useful Function" Requirements	X	
9	10.5	Conduct Interviews When Project Utilizes On-the-Job Trainees. • Complete CDOT Form 1337 – Contractor Commitment to Meet OJT Requirements. • Complete CDOT Form 838 – OJT Trainee / Apprentice Record. • Complete CDOT Form 200 - OJT Training Questionnaire	X	
9	10.6	Check Certified Payrolls (Contact the Region EEO/Civil Rights Specialists for training requirements.)	X	
9	10.7	Submit FHWA Form 1391 - Highway Construction Contractor's Annual EEO Report	X	
FINALS				
	11.1	Conduct Final Project Inspection. Complete and submit CDOT Form 1212 - Final Acceptance Report (Resident Engineer with mandatory Local Agency participation.)		X
10	11.2	Write Final Project Acceptance Letter	X	
10	11.3	Advertise for Final Settlement	X	
11	11.4	Prepare and Distribute Final As-Constructed Plans	X	
11	11.5	Prepare EEO Certification and Collect EEO Forms	X	
11	11.6	Check Final Quantities, Plans, and Pay Estimate; Check Project Documentation; and submit Final Certifications	X	
11	11.7	Check Material Documentation and Accept Final Material Certification (See Chapter 9)	X	
11	11.8	Obtain CDOT Form 1419 from the Contractor and Submit to the CDOT Project Manager	X	
	11.9	(FHWA Form 47 discontinued)	NA	NA
	11.10	Complete and Submit CDOT Form 1212 – Final Acceptance Report (by CDOT)		X
11	11.11	Process Final Payment	X	
	11.12	Complete and Submit CDOT Form 950 - Project Closure		X
11	11.13	Retain Project Records	X	
11	11.14	Retain Final Version of Local Agency Contract Administration Checklist	X	

Cc: CDOT Resident Engineer/Project Manager
CDOT Region Program Engineer
CDOT Region EEO/Civil Rights Specialist

CDOT Region Materials Engineer
CDOT Contracts and Market Analysis Branch
Local Agency Project Manager

EXHIBIT F
CERTIFICATION FOR FEDERAL-AID CONTRACTS

The Local Agency certifies, by signing this Agreement, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, Agreement, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of Congress, or an employee of a Member of Congress in connection with this Federal contract, Agreement, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

EXHIBIT G

DISADVANTAGED BUSINESS ENTERPRISE

SECTION 1. Policy.

It is the policy of the Colorado Department of Transportation (CDOT) that disadvantaged business enterprises shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement, pursuant to 49 CFR Part 26. Consequently, the 49 CFR Part IE DBE requirements the Colorado Department of Transportation DBE Program (or a Local Agency DBE Program approved in advance by the State) apply to this agreement.

SECTION 2. DBE Obligation.

The recipient or the Local Agency agrees to ensure that disadvantaged business enterprises as determined by the Office of Certification at the Colorado Department of Regulatory Agencies have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all participants or contractors shall take all necessary and reasonable steps in accordance with the CDOT DBE program (or a Local Agency DBE Program approved in advance by the State) to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of CDOT assisted contracts.

SECTION 3 DBE Program.

The Local Agency (sub-recipient) shall be responsible for obtaining the Disadvantaged Business Enterprise Program of the Colorado Department of Transportation, 1988, as amended, and shall comply with the applicable provisions of the program. (If applicable).

A copy of the DBE Program is available from and will be mailed to the Local Agency

upon request: Business Programs Office

Colorado Department of Transportation

2829 West Howard Place Denver,

Colorado 80204

Phone: (303) 757-9007

REQUIRED BY 49 CFR
PART 26

EXHIBIT H

LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES

Title 23 Code of Federal Regulations (CFR) 172 applies to a federally funded Local Agency project agreement administered by CDOT that involves professional consultant services. 23 CFR 172.1 states “The policies and procedures involve federally funded contracts for engineering and design related services for projects subject to the provisions of 23 U.S.C. 112(a) and are issued to ensure that a qualified consultant is obtained through an equitable selection process, that prescribed work is properly accomplished in a timely manner, and at fair and reasonable cost” and according to 23 CFR 172.5 “Price shall not be used as a factor in the analysis and selection phase.” Therefore, local agencies must comply with these CFR requirements when obtaining professional consultant services under a federally funded consultant contract administered by CDOT.

CDOT has formulated its procedures in Procedural Directive (P.D.) 400.1 and the related operations guidebook titled "Obtaining Professional Consultant Services". This directive and guidebook incorporate requirements from both Federal and State regulations, i.e., 23 CFR 172 and CRS §24-30-1401 et seq. Copies of the directive and the guidebook may be obtained upon request from CDOT's Agreements and Consultant Management Unit. [Local agencies should have their own written procedures on file for each method of procurement that addresses the items in 23 CFR 172].

Because the procedures and laws described in the Procedural Directive and the guidebook are quite lengthy, the subsequent steps serve as a short-hand guide to CDOT procedures that a Local Agency must follow in obtaining professional consultant services. This guidance follows the format of 23 CFR 172. The steps are:

1. The contracting Local Agency shall document the need for obtaining professional services.
2. Prior to solicitation for consultant services, the contracting Local Agency shall develop a detailed scope of work and a list of evaluation factors and their relative importance. The evaluation factors are those identified in C.R.S. 24-30-1403. Also, a detailed cost estimate should be prepared for use during negotiations.
3. The contracting agency must advertise for contracts in conformity with the requirements of C.R.S. 24-30-1405. The public notice period, when such notice is required, is a minimum of 15 days prior to the selection of the three most qualified firms and the advertising should be done in one or more daily newspapers of general circulation.
4. The Local Agency shall not advertise any federal aid contract without prior review by the CDOT Regional Civil Rights Office (RCRO) to determine whether the contract shall be subject to a DBE contract goal. If the RCRO determines a goal is necessary, then the Local Agency shall include the goal and the applicable provisions within the advertisement. The Local Agency shall not award a contract to any Contractor or Consultant without the confirmation by the CDOT Civil Rights and Business Resource Center that the Contractor or Consultant has demonstrated good faith efforts. The Local Agency shall work with the CDOT RCRO to ensure compliance with the established terms during the performance of the contract.
5. The Local Agency 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. For construction projects, this time period shall be reduced to seven days in accordance with Colorado Revised Statute 24-91-103(2). If the Local Agency withholds retainage from contractors and/or allows contractors to withhold retainage from subcontractors, such retainage provisions must comply with 49 CFR 26.29.
6. Payments to all Subconsultants shall be made within thirty days of receipt of payment from [the Local Agency] or no later than ninety days from the date of the submission of a complete invoice from the Subconsultant, whichever occurs first. If the Consultant has good cause to dispute an amount invoiced by a Subconsultant, the Consultant shall notify [the Local Agency] no later than the required date for payment. Such notification shall include the amount disputed and justification for the withholding. The Consultant shall maintain records of payment that show amounts paid to all Subconsultants. Good cause does not include the Consultant's failure to submit an invoice to the Local Agency or to deposit payments made.
7. The analysis and selection of the consultants shall be done in accordance with CRS §24-30-1403. This section of the regulation identifies the criteria to be used in the evaluation of CDOT pre-qualified prime consultants and their team. It also shows which criteria are used to short-list and to make a final selection.

The short-list is based on the following evaluation factors:

- a. Qualifications,

- b. Approach to the Work,
- c. Ability to furnish professional services.
- d. Anticipated design concepts, and
- e. Alternative methods of approach for furnishing the professional services. Evaluation factors for final selection are the consultant's:

- a. Abilities of their personnel,
 - b. Past performance,
 - c. Willingness to meet the time and budget requirement,
 - d. Location,
 - e. Current and projected work load,
 - f. Volume of previously awarded contracts, and
 - g. Involvement of minority consultants.
8. Once a consultant is selected, the Local Agency enters into negotiations with the consultant to obtain a fair and reasonable price for the anticipated work. Pre-negotiation audits are prepared for contracts expected to be greater than \$50,000. Federal reimbursements for costs are limited to those costs allowable under the cost principles of 48 CFR 31. Fixed fees (profit) are determined with consideration given to size, complexity, duration, and degree of risk involved in the work. Profit is in the range of six to 15 percent of the total direct and indirect costs.
9. A qualified Local Agency employee shall be responsible and in charge of the Work to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of the contract. At the end of Work, the Local Agency prepares a performance evaluation (a CDOT form is available) on the consultant.

CRS §§24-30-1401 THROUGH 24-30-1408, 23 CFR PART 172, AND P.D. 400.1, PROVIDE ADDITIONAL DETAILS FOR COMPLYING WITH THE PRECEEDING EIGHT (8) STEPS.

EXHIBIT I

FEDERAL-AID CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design- build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension/debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60- 1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. **Training and Promotion:** The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

- a. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

- b. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

- c. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non- minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non- minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

1. Minimum wages:

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program.

2. Withholding:

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements.

It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (i) That the payroll for the payroll period contains the information required to be provided under §5.5(a)(3)
 - (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices.

Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S.DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and

7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility:

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification– First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below.

The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph(a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESSROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT J

ADDITIONAL FEDERAL REQUIREMENTS

Federal laws and regulations that may be applicable to the Work include:

Executive Order 11246

Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of \$10,000 by the Local Agencies and their contractors or the Local Agencies).

Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and sub-Agreements for construction or repair).

Davis-Bacon Act

The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of \$2,000 awarded by the Local Agencies and the Local Agencies when required by Federal Agreement program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).

Contract Work Hours and Safety Standards Act

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by the Local Agency's in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

Clean Air Act

Standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and sub-Agreements of amounts more than \$100,000).

Energy Policy and Conservation Act

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

OMB Circulars

Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.

Hatch Act

The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

Nondiscrimination

The Local Agency 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. Prior to the receipt of any Federal financial assistance from CDOT, the Local Agency shall execute the attached Standard DOT Title VI assurance. As appropriate, the Local Agency shall include Appendix A, B, or C to the Standard DOT Title VI assurance in any contract utilizing federal funds, land, or other aid. The Local Agency shall also include the following in all contract advertisements:

The [Local Agency], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (79 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, DBEs will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for any award.

ADA

In any contract utilizing federal funds, land, or other federal aid, the Local Agency 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.

Uniform Relocation Assistance and Real Property Acquisition Policies Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91-646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of the Agreement).

Drug-Free Workplace Act

The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.).

Age Discrimination Act of 1975

The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et. seq. and its implementing regulation, 45 C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.

23 C.F.R. Part 172

23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".

23 C.F.R Part 633

23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".

23 C.F.R. Part 635

23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973. The requirements for which are shown in the Nondiscrimination Provisions, which are attached hereto and made a part hereof.

Nondiscrimination Provisions:

In compliance with Title VI of the Civil Rights Act of 1964 and with Section 162(a) of the Federal Aid Highway Act of 1973, the Contractor, for itself, its assignees, and successors in interest, agree as follows:

i. Compliance with Regulations

The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

ii. Nondiscrimination

The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix C of the Regulations.

iii. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, mental or physical handicap or national origin.

iv. Information and Reports

The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forth what efforts have been made to obtain the information.

v. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: **a.** Withholding of payments to the Contractor under the contract until the Contractor complies, and/or **b.** Cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provisions §22

The Contractor will include the provisions of this Exhibit J in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.

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SAMPLE

The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination**Assurances for Local Agencies****DOT Order No. 1050.2A**

The [Local Agency] (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Colorado Department of Transportation and the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and Federal Aviation Administration (FAA), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including the FHWA, FTA, or FAA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non- discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FHWA, FTA, and FAA assisted programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated or will be (with regard to a "facility") operated or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all FHWA, FTA and FAA programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
3. "The [Local Agency] in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity

4. to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
5. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
6. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
7. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
8. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
9. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
10. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
11. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
12. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the [Local Agency] also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA, FTA, and FAA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by CDOT, FHWA, FTA, or FAA. You must keep records, reports, and submit the material for review

upon request to CDOT, FHWA, FTA, or FAA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

[Local Agency] gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FHWA, FTA, and FAA. This ASSURANCE is binding on [Local Agency], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FHWA, FTA, and FAA funded programs. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

(Name of Recipient)

by _____
(Signature of Authorized Official)

DATED _____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, FHWA, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the [Local Agency], CDOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the [Local Agency], CDOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the non-discrimination provisions of this contract, the [Local Agency] will impose such contract sanctions as it, CDOT or FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the [Local Agency], CDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the [Local Agency] will accept title to the lands and maintain the project constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), the Regulations for the Administration of (*Name of Appropriate Program*), and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the [Local Agency] all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto [Local Agency] and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the [Local Agency] its successors and assigns.

The [Local Agency], in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the [Local Agency] will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the [Local Agency] pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the [Local Agency] will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the [Local Agency] and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D**CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE
ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by [Local Agency] pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non- discrimination covenants, [Local Agency] will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will there upon revert to and vest in and become the absolute property of [Local Agency] of Transportation and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

EXHIBIT K**FFATA SUPPLEMENTAL FEDERAL PROVISIONS**

**State of Colorado
Supplemental Provisions for
Federally Funded Contracts, Grants, and Purchase Orders
Subject to
The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended
Revised as of 3-20-13**

The contract, grant, or purchase order to which these Supplemental 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 Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. Definitions. For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

1.1. “Award” means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:

- 1.1.1.** Grants;
- 1.1.2.** Contracts;
- 1.1.3.** Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
- 1.1.4.** Loans;
- 1.1.5.** Loan Guarantees;
- 1.1.6.** Subsidies;
- 1.1.7.** Insurance;
- 1.1.8.** Food commodities;
- 1.1.9.** Direct appropriations;
- 1.1.10.** Assessed and voluntary contributions; and
- 1.1.11.** Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award *does not* include:

- 1.1.12.** Technical assistance, which provides services in lieu of money;
- 1.1.13.** A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
- 1.1.14.** Any award classified for security purposes; or
- 1.1.15.** Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

1.2. “Contract” means the contract to which these Supplemental Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.

1.3. “Contractor” means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

1.4. “Data Universal Numbering System (DUNS) Number” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.

1.5. “Entity” means all of the following as defined at 2 CFR part 25, subpartC;

- 1.5.1.** A governmental organization, which is a State, local government, or Indian Tribe;
- 1.5.2.** A foreign public entity;
- 1.5.3.** A domestic or foreign non-profit organization;

- 1.5.4. A domestic or foreign for-profit organization; and
- 1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.6. **“Executive”** means an officer, managing partner or any other employee in a management position.
- 1.7. **“Federal Award Identification Number (FAIN)”** means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.8. **“FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109- 282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.9. **“Prime Recipient”** means a Colorado State agency or institution of higher education that receives an Award.
- 1.10. **“Subaward”** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient’s support in the performance of all or any portion of the substantive project or program for which the Award was granted.
- 1.11. **“Subrecipient”** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime 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 Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee.
- 1.12. **“Subrecipient Parent DUNS Number”** means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 1.13. **“Supplemental Provisions”** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.
- 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>.
- 1.15. **“Total Compensation”** means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
- 1.15.1. Salary and bonus;
 - 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;
 - 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;
 - 1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 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.
- 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. The Transparency Act also is referred to as FFATA.
- 1.17 **“Vendor”** means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. **Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
3. **System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**
 - 3.1. **SAM.** Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
 - 3.2. **DUNS.** Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.
4. **Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 4.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
 - 4.2. In the preceding fiscal year, Contractor received:
 - 4.2.1. 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
 - 4.2.2. \$25,000,000 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
 - 4.3. 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.
5. **Reporting.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in §2 above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at <http://www.colorado.gov/dpa/dfp/sco/FFATA.htm>.
6. **Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
7. **Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.

7.1 To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

- 7.1.1** Subrecipient DUNS Number;
- 7.1.2** Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;
- 7.1.3** Subrecipient Parent DUNS Number;
- 7.1.4** Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
- 7.1.5** Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
- 7.1.6** Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

7.2 To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

- 7.2.1** Subrecipient's DUNS Number as registered in SAM.
- 7.2.2** Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. Exemptions.

- 8.1.** These Supplemental 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.
- 8.2** A Contractor 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.
- 8.3** Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.
- 8.4** There are no Transparency Act reporting requirements for Vendors.

Event of Default. Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract 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 Contract, at law or in equity.

EXHIBIT L

SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT

CDOT SUBRECIPIENT RISK ASSESSMENT		Date:	
Name of Entity (Subrecipient):			
Name of Project / Program:			
Estimated Award Period:			
Entity Executive Director or VP:			
Entity Chief Financial Officer:			
Entity Representative for this Self Assessment:			
Instructions: (See "Instructions" tab for more information) 1. Check only one box for each question. All questions are required to be answered. 2. Utilize the "Comment" section below the last question for additional responses. 3. When complete, check the box at the bottom of the form to authorize.		Yes	No
		N/A	
EXPERIENCE ASSESSMENT		Yes	No
		N/A	
1	Is your entity new to operating or managing federal funds (has not done so within the past three years)?	☐	☐
2	Is this funding program new for your entity (managed for less than three years)? <i>Examples of funding programs include CMAQ, TAP, STP-M, etc.</i>	☐	☐
3	Does your staff assigned to the program have at least three full years of experience with this federal program?	☐	☐
MONITORING/AUDIT ASSESSMENT		Yes	No
		N/A	
4	Has your entity had an on-site project or grant review from an external entity (e.g., CDOT, FHWA) within the last three years?	☐	☐
5 a)	Were there non-compliance issues in this prior review?	☐	☐
5 b)	What were the number and extent of issues in prior review?	☐ 1 to 2	☐ >3
OPERATION ASSESSMENT		Yes	No
		N/A	
6	Does your entity have a time and effort reporting system in place to account for 100% of all employees' time, that can provide a breakdown of the actual time spent on each funded project? <i>If No, in the comment section please explain how you intend to document 100% of hours worked by employees and breakdown of time spent on each funding project.</i>	☐	☐
FINANCIAL ASSESSMENT		Yes	No
		N/A	
7 a)	Does your entity have an indirect cost rate that is approved and current?	☐	☐
7 b)	If Yes, who approved the rate, and what date was it approved?		
8	Is this grant/award 10% or more of your entity's overall funding?	☐ >10%	☐ <10%
9	Has your entity returned lapsed* funds? *Funds "lapse" when they are no longer available for obligation.	☐	☐
10	Has your entity had difficulty meeting local match requirements in the last three years?	☐	☐
11	What is the total federal funding your entity has been awarded for the last federal fiscal year, and what is your entity's fiscal year end?		

INTERNAL CONTROLS ASSESSMENT		Yes	No	N/A
12	Has your entity had any significant changes in key personnel or accounting system(s) in the last year? (e.g., Controller, Exec Director, Program Mgr, Accounting Mgr, etc.) If Yes, in the comment section, please identify the accounting system(s), and / or list personnel positions and identify any that are vacant.	☐	☐	☐
13	Does your entity have financial procedures and controls in place to accommodate a federal-aid project?	☐	☐	
14	Does your accounting system identify the receipts and expenditures of program funds separately for each award?	☐	☐	
15	Will your accounting system provide for the recording of expenditures for each award by the budget cost categories shown in the approved budget?	☐	☐	
16	Does your agency have a review process for all expenditures that will ensure that all costs are reasonable, allowable and allocated correctly to each funding source? If Yes, in the comment section, please explain your current process for reviewing costs.	☐	☐	☐
17	How many total FTE perform accounting functions within your organization?	☐ ≥ 6	☐ 2 to 5	☐ < 2
IMPACT ASSESSMENT		Yes	No	N/A
18	For this upcoming federal award or in the immediate future, does your entity have any potential conflicts of interest* in accordance with applicable Federal awarding agency policy? If Yes, please disclose these conflicts in writing, along with supporting information, and submit with this form. (*Any practices, activities or relationships that reasonably appear to be in conflict with the full performance of the Subrecipient's obligations to the State.)	☐	☐	
19	For this award, has your entity disclosed to CDOT, in writing, violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award? Response options: YES = Check if have one or more violation(s) and have either disclosed previously to CDOT or as part of this form. In the comment section, list all violations with names of supporting documentation and submit with this form. NO = Check if have one or more violation(s) and have not disclosed previously or will not disclose as part of this form. Explain in the comment section. N/A = Check if have no violations.	☐	☐	☐
PROGRAM MANAGEMENT ASSESSMENT		Yes	No	N/A
20	Does your entity have a written process/procedure or certification statement approved by your governing board ensuring critical project personnel are capable of effectively managing Federal-aid projects? If Yes, please submit with this form.	☐	☐	☐
21	Does your entity have written procurement policies or certification statement for consultant selection approved by your governing board in compliance with 23 CFR 172*? If Yes, please submit with this form. (*The Brooks Act requires agencies to promote open competition by advertising, ranking, selecting, and negotiating contracts based on demonstrated competence and qualifications, at a fair and reasonable price.)	☐	☐	☐
22	a) Is your staff familiar with the relevant CDOT manuals and federal program requirements?	☐	☐	☐
	b) Does your entity have a written policy or a certification statement approved by your governing board assuring federal-aid projects will receive adequate inspections? If Yes, please submit with this form.	☐	☐	☐
	c) Does your entity have a written process or a certification statement approved by your governing board assuring a contractor's work will be completed in conformance with approved plans and specifications? If Yes, please submit with this form.	☐	☐	☐

d) Does your entity have a written policy or certification statement approved by your governing board assuring that materials installed on the projects are sampled and tested per approved processes. <i>If Yes, please submit with this form.</i>	☐	☐	☐
e) Does your entity have a written policy or certification statement approved by your governing board assuring that only US manufactured steel will be incorporated into the project (<i>Buy America requirements</i>)? <i>If Yes, please submit with this form.</i>	☐	☐	☐
Comments - As needed, include the question number and provide comments related to the above questions. Insert additional rows as needed.			
☐ By checking this box, the Executive Director, VP or Chief Financial Officer of this entity certifies that all information provided on this form is true and correct.			


 Tool Version:
v2.0 (081816)

EXHIBIT M

OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS

**Subject to
The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and
Audit Requirements for Federal Awards (“Uniform Guidance”),
Federal Register, Vol. 78, No. 248, 78590**

The agreement to which these Uniform Guidance Supplemental 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 Supplemental Provisions, the Special Provisions, the agreement or any attachments or exhibits incorporated into and made a part of the agreement, the provisions of these Uniform Guidance Supplemental Provisions shall control. In the event of a conflict between the provisions of these Supplemental Provisions and the FFATA Supplemental Provisions, the FFATA Supplemental Provisions shall control.

1. Definitions. For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

- 1.1. “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. 2 CFR §200.38
- 1.2. “Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a 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.
- 1.3. “Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. 2 CFR §200.37
- 1.4. “FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 1.5. “Grant” or “Grant Agreement”** means an agreement setting forth the terms and conditions of an Award. The term does not include an agreement that provides only direct Federal cash assistance to an individual, a subsidy, a loan, a loan guarantee, insurance, or acquires property or services for the direct benefit of use of the Federal Awarding Agency or Recipient. 2 CFR §200.51.
- 1.6. “OMB”** means the Executive Office of the President, Office of Management and Budget.
- 1.7. “Recipient”** means a Colorado State department, agency or institution of higher education that receives a Federal Award from a Federal Awarding Agency to carry out an activity under a Federal program. The term does not include Subrecipients. 2 CFR §200.86
- 1.8. “State”** means the State of Colorado, acting by and through its departments, agencies and institutions of higher education.
- 1.9. “Subrecipient”** means a non-Federal entity receiving an Award from a Recipient to carry out part of a Federal program. The term does not include an individual who is a beneficiary of such program.
- 1.10. “Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. 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.

- 1.11. “Uniform Guidance Supplemental Provisions”** means these Supplemental Provisions for Federal Awards subject to the OMB Uniform Guidance, as may be revised pursuant to ongoing guidance from relevant Federal agencies or the Colorado State Controller.
- 2. Compliance.** Subrecipient shall comply with all applicable provisions of the Uniform Guidance, including but not limited to these Uniform Guidance Supplemental Provisions. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 3. Procurement Standards.**
- 3.1 Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation,
 §§200.318 through 200.326 thereof.
- 3.2 Procurement of Recovered Materials.** If Subrecipient is a State Agency or an agency of a political subdivision of a 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.
- 4. Access to Records.** Subrecipient shall permit Recipient and auditors to have access to Subrecipient’s records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).
- 5. Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient’s fiscal year, 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.
- 5.1 Election.** Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). 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.
- 5.2 Exemption.** If Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, 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.

- 5.3 Subrecipient Compliance Responsibility.** Subrecipient shall procure or otherwise arrange for the audit required by Part 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 Uniform Guidance §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 Part F-Audit Requirements.

- 6. Contract Provisions for Subrecipient Contracts.** Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant Agreement.

- 6.1 Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

“During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments

under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled,

terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

6.2 Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40

U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6.3 Rights to Inventions Made Under a Contract or Agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

6.4 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection

Agency (EPA).

6.5 Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAMExclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

6.6 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

7. Certifications. 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.

7.1 Event of Default. Failure to comply with these Uniform Guidance Supplemental Provisions shall constitute an event of default under the Grant Agreement (2 CFR §200.339) and the State 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.

8. Effective Date. The effective date of the Uniform Guidance is December 26, 2013. 2 CFR §200.110. The procurement standards set forth in Uniform Guidance §§200.317-200.326 are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in Uniform Guidance Subpart F-Audit Requirements are applicable to audits of fiscal years beginning on or after December 26, 2014.

9. Performance Measurement. The Uniform Guidance requires completion of OMB-approved standard information collection forms (the PPR). The form focuses on outcomes, as related to the Federal Award Performance Goals that awarding Federal agencies are required to detail in the Awards.

Section 200.301 provides guidance to Federal agencies to measure performance in a way that will help the Federal awarding agency and other non-Federal entities to improve program outcomes.

The Federal awarding agency is required to provide recipients with clear performance goals, indicators, and milestones (200.210). Also, must require the recipient to relate financial data to performance accomplishments of the Federal award.

Exhibit N

Federal Treasury 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. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.
- 1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.
- 1.4. 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. "Data Universal Numbering System (DUNS) Number" means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: <http://fedgov.dnb.com/webform>.
 - 2.1.3. "Entity" means:
 - 2.1.3.1. a Non-Federal Entity;
 - 2.1.3.2. a foreign public entity;
 - 2.1.3.3. a foreign organization;
 - 2.1.3.4. a non-profit organization;
 - 2.1.3.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.3.6. a foreign non-profit organization (only for 2 CFR part 170) only);

- 2.1.3.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
- 2.1.3.8. a foreign for-profit organization (for 2 CFR part 170 only).
- 2.1.4. “Executive” means an officer, managing partner or any other employee in a management position.
- 2.1.5. “Expenditure Category (EC)” means the category of eligible uses as defined by the US Department of Treasury in “Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds” report available at www.treasury.gov.
- 2.1.6. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
- 2.1.7. “Grant” means the Grant to which these Federal Provisions are attached.
- 2.1.8. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached.
- 2.1.9. “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.
- 2.1.10. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
 - 2.1.10.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.10.2. Is not organized primarily for profit; and
 - 2.1.10.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.11. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.12. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.13. “Prime 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.
- 2.1.14. “Subaward” means an award by a Prime 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 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.

- 2.1.15. “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 Prime 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 Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.16. “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>. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
- 2.1.16.1. Salary and bonus;
 - 2.1.16.2. 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;
 - 2.1.16.3. 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;
 - 2.1.16.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.16.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 2.1.16.6. 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.
- 2.1.17. “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.
- 2.1.18. “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. Grantee 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 Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 3.2. Per US Treasury Final Award requirements, grantee programs or services must not include a term or conditions that undermines efforts to stop COVID-19 or discourages compliance with recommendations and CDC guidelines.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS.

- 4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee 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. DUNS. Grantee shall provide its DUNS number to its Prime Recipient, and shall update Grantee's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Grantee's information.

5. TOTAL COMPENSATION.

- 5.1. Grantee 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, Grantee received:
 - 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors 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 Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 5.1.2.3. 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. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee 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 Grantee's obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL 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. If the total award is below \$30,000 no reporting required; if more than \$30,000 and less than \$50,000 then FFATA reporting is required; and, \$50,000 and above SLFRF reporting is required.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime 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. Grantee shall report as set forth below.
- 8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Exhibit P to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

EC 1 – Public Health

All Public Health Projects

- a) Description of structure and objectives
- b) Description of relation to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure
 - iv. Written justification

v. Labor reporting

COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)

- a) Amount of total project used for evidence-based programs
- b) Evaluation plan description

COVID-19 Small Business Economic Assistance (1.8)

- a) Number of small businesses served

COVID-19 Assistance to Non-Profits (1.9)

- a) Number of non-profits served

COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)

- a) Sector of employer
- b) Purpose of funds

EC 2 – Negative Economic Impacts**All Negative Economic Impacts Projects**

- a) Description of project structure and objectives
- b) Description of project's response to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Amount of total project used for evidence-based programs and description of evaluation plan (*not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36*)
- e) Number of workers enrolled in sectoral job training programs
- f) Number of workers completing sectoral job training programs
- g) Number of people participating in summer youth employment programs
- h) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure
 - iv. Written justification
 - v. Labor reporting

Household Assistance (2.1-2.8)

- a) Number of households served
- b) Number of people or households receiving eviction prevention services (2.2 & 2.5 only) (*Federal guidance may change this requirement in July 2022*)
- c) Number of affordable housing units preserved or developed (2.2 & 2.5 only) (*Federal guidance may change this requirement in July 2022*)

Healthy Childhood Environments (2.11-2.13)

- a) Number of children served by childcare and early learning (*Federal guidance may change this requirement in July 2022*)
- b) Number of families served by home visiting (*Federal guidance may change this requirement in July 2022*)

Education Assistance (2.14, 2.24-2.27)

- a) National Center for Education Statistics (“NCES”) School ID or NCES District ID
- b) Number of students participating in evidence-based programs (*Federal guidance may change this requirement in July 2022*)

Housing Support (2.15, 2.16, 2.18)

- a) Number of people or households receiving eviction prevention services (*Federal guidance may change this requirement in July 2022*)
- b) Number of affordable housing units preserved or developed (*Federal guidance may change this requirement in July 2022*)

Small Business Economic Assistance (2.29-2.33)

- a) Number of small businesses served

Assistance to Non-Profits (2.34)

- a) Number of non-profits served

Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)

- a) Sector of employer
- b) Purpose of funds
- c) If other than travel, tourism and hospitality (2.36) – description of hardship

EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity

Payroll for Public Health and Safety Employees (EC 3.1)

- a) Number of government FTEs responding to COVID-19

Rehiring Public Sector Staff (EC 3.2)

- a) Number of FTEs rehired by governments

EC 4 – Premium Pay

All Premium Pay Projects

- a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
- b) Numbers of workers served
- c) Employer sector for all subawards to third-party employers
- d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county’s average annual wage
- e) Number of workers to be served with premium pay in K-12 schools

EC 5 – Infrastructure Projects

All Infrastructure Projects

- a) Projected/actual construction start date (month/year)
- b) Projected/actual initiation of operations date (month/year)
- c) Location (for broadband, geospatial data of locations to be served)
- d) Projects over \$10 million
 - i. Prevailing wage certification or detailed project employment and local impact report

- ii. Project labor agreement certification or project workforce continuity plan
- iii. Prioritization of local hires
- iv. Community benefit agreement description, if applicable

Water and sewer projects (EC 5.1-5.18)

- a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
- b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
- c) Median Household Income of service area
- d) Lowest Quintile Income of the service area

Broadband projects (EC 5.19-5.21)

- a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
 - i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
 - ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
- b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to (*Federal guidance may change this requirement in July 2022*):
 - i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
 - ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum

- speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.
- iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

All Expenditure Categories

- a) Program income earned and expended to cover eligible project costs
- 8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five days after the end of the month following the month in which the Subaward was made.
- 8.1.2.1. Subrecipient DUNS Number;
 - 8.1.2.2. Subrecipient DUNS Number if more than one electronic funds transfer (EFT) account;
 - 8.1.2.3. Subrecipient parent's organization DUNS Number;
 - 8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
 - 8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

- 8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:
- 8.1.3.1. Subrecipient's DUNS Number as registered in SAM.
 - 8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.
 - 8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.
 - 8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.
 - 8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.
 - 8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.
 - 8.1.3.7. For infrastructure projects (EC 5), or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and

location (for broadband, geospatial location data). For projects over \$10 million:

- 8.1.3.8. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.
- 8.1.3.8.1. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.
- 8.1.3.8.2. Whether the project prioritizes local hires.
- 8.1.3.8.3. Whether the project has a Community Benefit Agreement, with a description of any such agreement.
- 8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Exhibit Q – SLFRF Reporting Modification Form.

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 Agreements 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.

10. ACCESS TO RECORDS.

- 10.1. A Subrecipient shall permit Prime 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 Prime 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. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.
 - 12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of "federally assisted construction Agreement" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.
 - 12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

- 12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
- 12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12.1.7. Never Agreement with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never Agreement with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, 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.

12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee 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.

12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS.

- 13.1. Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in Exhibit O and submit to State Agency with signed grant agreement.
- 13.2. Unless prohibited by Federal statutes or regulations, Prime 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 Grantee 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

By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

EXHIBIT O

AGREEMENT WITH SUBSUBRECIPIENT OF FEDERAL RECOVERY FUNDS

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Colorado has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State’s separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization’s obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name _____

Authorized Representative: _____

Title: _____

Signature: _____

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS TERMS AND CONDITIONS

1. Use of Funds.
 - a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
 - b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Subrecipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller.
4. Maintenance of and Access to Records
 - a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.
8. Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy

is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.

9. Compliance with Applicable Law and Regulations.

- a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - i. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - ii. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - iii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - iv. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

- v. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury.”
14. Debts Owed the Federal Government.
- a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. Disclaimer.
- a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.
 - b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.
16. Protections for Whistleblowers.
- a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.
 - b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;

- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for Agreement or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

1. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractorsto adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of

discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

EXHIBIT P**SLFRF SUBRECIPIENT QUARTERLY REPORT****1. SLFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK**

- 1.1 The SLFRF Subrecipient Quarterly Report Workbook must be submitted to the State Agency within ten (10) days following each quarter ended September, December, March and June. The SLFRF Subrecipient Quarterly Report Workbook can be found at:

<https://osc.colorado.gov/american-rescue-plan-act> (see SLFRF Grant Agreement Templates tab)

EXHIBIT Q

Section 9, Item f.

SAMPLE SLFRF REPORTING MODIFICATION FORM

Local Agency:		Agreement No:	
Project Title:		Project No:	
Project Duration:	To:	From:	
State Agency:	CDOT		

This form serves as notification that there has been a change to the reporting requirements set forth in the original SLFRF Grant Agreement.

The following reporting requirements have been (add/ remove additional rows as necessary):

Updated Reporting Requirement (Add/Delete/Modify)	Project Number	Reporting Requirement

By signing this form, the Local Agency agrees to and acknowledges the changes to the reporting requirements set forth in the original SLFRF Grant Agreement. All other terms and conditions of the original SLFRF Grant Agreement, with any approved modifications, remain in full force and effect. Grantee shall submit this form to the State Agency within 10 business days of the date sent by that Agency.

Local Agency

Date

CDOT Program Manager

Date

EXHIBIT R**APPLICABLE FEDERAL AWARDS****FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD**

Federal Awarding Office	US Department of the Treasury
Grant Program	Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number	21.027
Federal Award Number	SLFRP0126
Federal Award Date *	May 18, 2021
Federal Award End Date	December 31, 2024
Federal Statutory Authority	Title VI of the Social Security Act, Section 602
Total Amount of Federal Award (this is <u>not</u> the amount of this grant agreement)	\$3,828,761,790

* Funds may not be available through the Federal Award End Date subject to the provisions in §2 and §5 below.

EXHIBIT S
PII Certification

STATE OF COLORADO
**LOCAL AGENCY CERTIFICATION FOR ACCESS TO PII THROUGH A
DATABASE OR AUTOMATED NETWORK**

Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of Local Agency) (the “Local Agency”), hereby certify under the penalty of perjury that the Local Agency has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Local Agency.

Signature: _____
Printed Name: _____
Title: _____
Date: _____

EXHIBIT T**CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE**

Checklist for required exhibits due to funding sources. Required Exhibits are dependent on the source of funding. This is a guide to assist in the incorporation and completion of Exhibits in relation to funding sources.

Exhibit	Funding only from FHWA	Funding only from ARPA	FHWA and ARPA Funding
EXHIBIT A, SCOPE OF WORK	✓	✓	✓
EXHIBIT B, SAMPLE OPTION LETTER	✓	✓	✓
EXHIBIT C, FUNDING PROVISIONS	✓	✓	✓
EXHIBIT D, LOCAL AGENCY RESOLUTION (IF APPLICABLE)	✓	✓	✓
EXHIBIT E, LOCAL AGENCY AGREEMENT ADMINISTRATION CHECKLIST	✓	✓	✓
EXHIBIT F, CERTIFICATION FOR FEDERAL-AID AGREEMENTS	✓		✓
EXHIBIT G, DISADVANTAGED BUSINESS ENTERPRISE	✓		✓
EXHIBIT H, LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES	✓		✓
EXHIBIT I, FEDERAL-AID AGREEMENT PROVISIONS FOR CONSTRUCTION AGREEMENTS	✓		✓
EXHIBIT J, ADDITIONAL FEDERAL REQUIREMENTS	✓		✓
EXHIBIT K, FFATA SUPPLEMENTAL FEDERAL PROVISIONS	✓	✓	✓
EXHIBIT L, SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT FORM	✓	✓	✓
EXHIBIT M, OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS	✓		✓

EXHIBIT N, FEDERAL TREASURY PROVISIONS		✓	✓
EXHIBIT O, AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS		✓	✓
EXHIBIT P, SLFRF SUBRECIPIENT QUARTERLY REPORT		✓	✓
EXHIBIT Q, SLFRF REPORTING MODIFICATION FORM		✓	✓
EXHIBIT R, APPLICABLE FEDERAL AWARDS		✓	✓
EXHIBIT S, PII CERTIFICATAION	✓	✓	✓
EXHIBIT T, CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE	✓	✓	✓



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303 860 8175 

www.cml.org 

1144 Sherman St., Denver, CO 80203 

Erika Rasmussen, Town Engineer, Public Works Director
Robyn Brown, Deputy Town Engineer
441 Third Street, Mead, CO 80542

October 24, 2022

Dear: Ms. Rassmussen and Ms. Brown

On November 13, 2020, the Special Highway Committee met to consider and evaluate local government bridge grant applications for rehabilitation or replacement of substandard bridges and make funding recommendations to the Colorado Department of Transportation. The Committee prioritized the municipal bridge projects submitted, considering bridge sufficiency ratings, structural deficiency and functional obsolescence, average daily traffic, and grant award history.

I am pleased to inform you that the WCR 34 project was recommended for an award in the amount of \$160,317. You were previously notified of this wared via a telephone call, but this letter serves as formal notification of your award. The recommendations of the Special Highway Committee were forwarded to the Bridge Section at CDOT. I have confirmed with the department that your town should have seen a transfer in March with the amount awarded. Please contact your local CDOT Engineer to initiate both the programming of the bridge and the grant contracting process.

Please note that CDOT has implemented a new four-year time limit for expenditure of Off-System Bridge Program monies. If your municipality cannot expend these federal funds within that timeframe, you may be asked to remit the funds to CDOT for reallocation to other projects.

If you have any questions, please do not hesitate to contact me at (720) 308-0672.

Sincerely,
Meghan MacKillop

Legislative and Policy Advocate
Colorado Municipal League



Agenda Item Summary

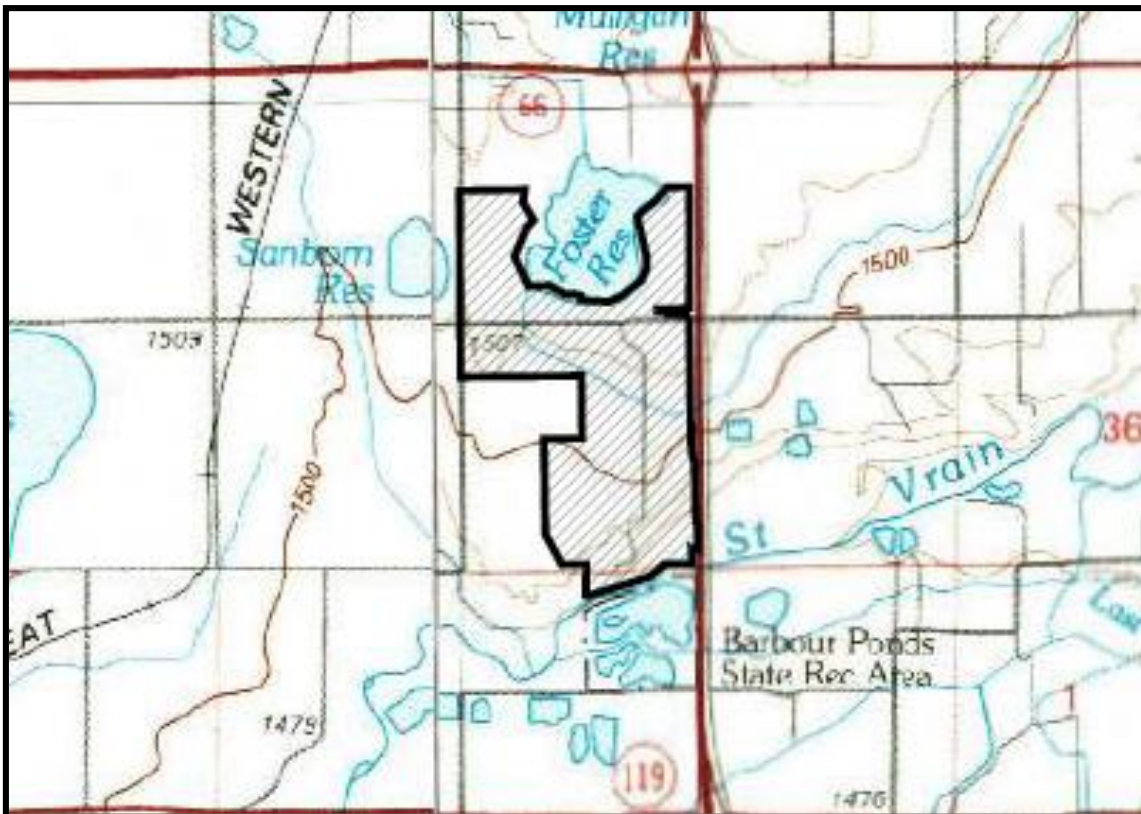
MEETING DATE: November 1, 2022

SUBJECT: **Ordinance No. 1015** – An Ordinance of the Town of Mead, Colorado,
Approving with Conditions the Waterfront Filing No. 1 Final Plat

PRESENTED BY: Jason Bradford, AICP, Community Development Director

SUMMARY

Applicant requests that the Board of Trustees ratify Town Staff's conditional approval of the Waterfront Filing No. 1 Final Plat (the "Final Plat"), which subdivides certain real property generally located west of Interstate 25 (I-25), east of CR 7 (Third Street), south of Hwy 66, and north of the St. Vrain River. The Property is also adjacent to the Foster Reservoir and Mead High School.



Overview:

Bryan Horan, with Ventana Capital (the “Applicant”), submitted an application on behalf of Tharaldson Ethanol Plant I, L.L.C., a Nevada limited liability company (the “Owner”) for the Waterfront Filing No. 1 Final Plat (the “Application” or the “Final Plat”) for the 586.07-acre property, known as Waterfront, as more fully described in the Final Plat (the “Property”).

The Application is proposing the subdivision of the northernmost 166.80 acres (Filing No. 1) into 182 small lots, in accordance with the Residential Multi-Family (RMF-8) with Planned Unit Development (PUD) underlying zoning, and 209 large lots, in accordance with the Residential Single Family (RSF-4) with PUD underlying zoning. The remaining 419 acres of the Property (designated as Tract I on the Final Plat) is anticipated to be subdivided (re-platted) at a later date.

The Final Plat also dedicates additional rights-of-way (ROW) for Third Street (CR 7) as a 2-lane Major Arterial Street, and Ronald Reagan Blvd. (CR 28), as a two-lane Minor Arterial Street, in compliance with the Town of Mead’s Transportation Master Plan. In addition, the Final Plat proposes to dedicate 73.35-acres of land for parks and open space, which is well in excess of the 20% open space dedication requirement of 33.36-acres.

The Board of Trustees public hearing on the Preliminary Plat was held on May 9, 2022. At that meeting and following the conclusion of the public hearing, the Board of Trustees approved the Preliminary Plat, subject to standard conditions, via Resolution No. 38-R-2022.

Review Criteria and Staff Analysis:

The following is a detailed analysis of the Application as it relates to the review criteria for final plats pursuant to Mead Municipal Code (MMC) Section 16-4-70(b)(8):

- 1) *The final plat represents a functional system of land use and is consistent with the rationale and criteria set forth in this Code and the Town Comprehensive Plan.*

Staff finds that the Final Plat provides a functional system for land use. The lots all provide adequate access to the roadway network. The lot sizes meet the minimum dimensional standards for the respective zone districts. The Final Plat proposes to dedicate adequate ROW for the necessary rights-of-way, in accordance with the Master Transportation Plan. Adequate open space and park dedications have been provided in accordance with the Code. Drainage facilities have been planned for and tracts are proposed to be dedicated for these facilities. Easements have been provided for the location of utilities to serve the lots.

- 2) *The application is consistent with the approved preliminary plat and incorporates the Planning Commission's recommendations and conditions of approval.*

The Planning Commission public hearing on the Preliminary Plat was held on April 20, 2022, following which the Planning Commission recommended approval of the Preliminary Plat to the Board of Trustees, subject to standard conditions, via Resolution No. 03-PC-2022. The proposed ordinance approving the Final Plat is consistent with the Planning Commission’s recommendations and conditions of approval, and the Final Plat is consistent with the approved Preliminary Plat, including roadways and contemplated development pattern.

- 3) *The development will substantially comply with the Mead Municipal Code.*

The Waterfront development will comply with all design standards identified in the MMC and the zoning for the Property (Waterfront PUD) including lot sizes, architectural design guidelines, and parks and open space requirements. The Final Plat proposes to dedicate 73.35-acres of land for parks and open space, which is well in excess of the 20% open space dedication requirement of 33.36-acres. In accordance with the Town's open space and park requirements, the Final Plat provides a neighborhood park (Tract D) and a smaller pocket park (Tract J) that will provide recreation access within walking distance for all of the residents of the subdivision, along with a well-designed trail and sidewalk network.

4) *All applicable technical standards have been met.*

Proposed utility and transportation systems have been reviewed by the Town's Development Review Committee (DRC) and applicable external agencies and found to be adequate to serve the proposed development. The proposal complies with the Town's adopted Master Transportation Plan and the Town's engineering standards regarding transportation, drainage, and utility system design. This infrastructure will be constructed at the time of development in order to provide adequate facilities to accommodate the new residents.

The following actions will be taken to provide appropriate services to the subdivision:

- The Owner/Applicant will construct the eastern one-half portion of Third Street (CR 7), as a 2-lane Major Arterial Street, from the northern boundary of the Property to the Ronald Reagan Boulevard (CR 28) intersection. The southern portion of the roadway (south of the intersection) will be constructed with a future filing.
- The Owner/Applicant will construct the full-width of the roundabout at the Third Street and Ronald Reagan Boulevard intersection.
- The Owner/Applicant will construct the northern one-half portion of the Ronald Reagan Boulevard, along with the first filing of the Final Plat. The southern one-half to be constructed with a future filing.
- The Owner/Applicant will construct a drainage culvert and related drainage infrastructure across Ronald Reagan Boulevard.
- The Owner/Applicant will construct Highland Drive and complete the connection of the existing Highland Drive dead-end, located on the Brighton Crossing subdivision to the north.
- All parks and open spaces will be constructed along with the adjacent construction phase.

Details related to the design, cost and implementation of these improvements have been addressed in the associated engineering plans and Subdivision Improvement Agreement (SIA), which are on file with the Town Clerk and available for review. As required by the MMC, the SIA requires the Applicant/Owner to post collateral sufficient to assure the completion of the improvements set forth above and detailed in the SIA according to the accepted design and construction plans. The Final Plat will not be signed by the Town or recorded with Weld County until the SIA between the Town and the Applicant/Owner has been fully executed. The SIA includes a list of agreed-upon improvements for each Phase of the development. As the subdivision builds out, the Town will require additional SIAs or Site Plan Agreements (SPAs) to specifically identify any additional improvements, an estimate of the cost of such improvements, and the form of acceptable guaranty to be provided for said improvements.

Currently, certain of the lots (Lots 1-5, Block 12, and Lots 8-12, Block 12) do not comport with oil and gas well setback standards in the MMC and applicable state law. The Ordinance includes a restriction on Town issuance of building permits for such lots until the nearby oil and gas wells have been plugged and abandoned in accordance with state law (see Ordinance Section 1(f)). The oil and gas wells are operated by Kerr McGee (KM), and Applicant and KM are negotiating an agreement

regarding abandonment of the wells. Applicant has provided a letter from KM’s legal counsel regarding the agreement, which is expected to be executed and in effect in the next 60-75 days.

FINANCIAL CONSIDERATIONS

The Waterfront development will create infrastructure (water, sewer, utilities, roads, drainage, parks, open space, etc.) that will expand and improve upon the existing infrastructure in Mead. The Town will also collect impact fees and taxes from the new homes. This revenue will help to fund other capital construction projects, including roads, drainage, parks, trails, and open space, which will expand upon and improve the quality of life for existing residents and business owners. Total impact fees are anticipated to be approximately \$5,427,862 for the first phase of development.

STAFF RECOMMENDATION/ACTION REQUIRED

Pursuant to MMC Section 16-4-70, Town Staff has approved the request with the conditions noted in the Ordinance and recommends that the Board of Trustees ratify Staff’s approval by adopting the attached Ordinance No. 1015. The Ordinance is included in the November 1, 2022 consent agenda. A motion to approve the consent agenda will approve the Ordinance.

If this matter is pulled from the consent agenda for additional discussion or questions, Town Staff recommends the following suggested motion:

“I MOVE TO APPROVE ORDINANCE NO. 1015, AN ORDINANCE APPROVING WITH CONDITIONS THE WATERFRONT FILING NO. 1 FINAL PLAT, BASED ON A FINDING THAT THE FINAL PLAT REVIEW CRITERIA SET FORTH IN SECTION 16-4-70 OF THE MEAD MUNICIPAL CODE HAVE BEEN SATISFIED, AS DETAILED IN THE AGENDA ITEM SUMMARY REPORT PREPARED FOR THE NOVEMBER 1, 2022 BOARD OF TRUSTEES MEETING.”

ATTACHMENTS

- Ordinance No. 1015
- Waterfront Filing No. 1 Final Plat (as an attachment to the Ordinance)

**TOWN OF MEAD, COLORADO
ORDINANCE NO. 1015**

**AN ORDINANCE OF THE TOWN OF MEAD, COLORADO, APPROVING WITH
CONDITIONS THE WATERFRONT FILING NO. 1 FINAL PLAT**

WHEREAS, the Town of Mead (“Town”) is authorized pursuant to Title 31, Article 23, C.R.S. and the Town of Mead Municipal Code (“MMC”) to regulate the subdivision of land, streets and utilities within the Town for the purposes of promoting the public health, safety, convenience, and the general welfare of the community; and

WHEREAS, Tharaldson Ethanol Plant I, L.L.C., a Nevada limited liability company (“Owner”) has submitted an application for the Waterfront Filing No. 1 Final Plat (the “Final Plat”) for the 586.07-acre property, known as the Waterfront Property, generally located west of I-25, north of the St. Vrain River, east of Third Street (CR 7), and south of State Highway 66, in the Town of Mead, County of Weld, State of Colorado, as more particularly described in the Final Plat (the “Property”); and

WHEREAS, a copy of the Final Plat is attached to this Ordinance as **EXHIBIT 1** and is incorporated herein by reference; and

WHEREAS, Owner is the current fee owner of record of the Property; and

WHEREAS, Section 16-4-70 of the Mead Municipal Code (“MMC”) authorizes administrative staff review and approval of the Final Plat, subject to adoption by ordinance of the Board of Trustees; and

WHEREAS, the Planning Commission held a public hearing on April 20, 2022, regarding the Waterfront Filing No. 1 Preliminary Plat (the “Preliminary Plat”) and, following the conclusion of the public hearing, recommended conditional approval of the Preliminary Plat to the Board of Trustees, subject to standard conditions, via Resolution No. 03-PC-2022; and

WHEREAS, the Final Plat generally conforms to the Preliminary Plat, which was reviewed and conditionally approved by the Board of Trustees by Resolution No. 38-R-2022, dated May 9, 2022; and

WHEREAS, the administrative record for this matter includes, but is not limited to, the Town of Mead Land Use Code, the Town of Mead Comprehensive Plan, all other applicable ordinances, resolutions and regulations, the staff files and reports of the Community Development Director and Town Engineer related to the Final Plat, any and all submittals by the Owner and members of the public, and the tape recordings and minutes of the Board of Trustees meeting at which the Final Plat was considered; and

WHEREAS, Town staff has determined that the Final Plat meets all applicable requirements of the Town of Mead Land Use Code and MMC and that the review criteria set forth in Section 16-4-70(b)(8) of the MMC have been satisfied; and

WHEREAS, based on Town staff’s recommendation regarding the Final Plat and the

administrative record for this matter, the Board of Trustees desires to approve the Final Plat, subject to the conditions set forth below; and

WHEREAS, the Subdivision Improvement Agreement (“SIA”) for the Final Plat has been prepared in accordance with the requirements of Section 16-4-130 of the MMC, and is presently on file with the Town Clerk; and

WHEREAS, the Board of Trustees has determined that approval of the Final Plat will advance the public health, safety, convenience and general welfare of the residents of the Town, subject to the conditions of approval as hereinafter set forth.

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

Section 1. That the Final Plat designated as Waterfront Filing No. 1 is hereby approved subject to the following conditions of approval:

- a. Prior to, and as a condition of recordation of the Final Plat, the Owner shall resolve/correct any and all minor technical issues as directed by Town Staff; and
- b. Prior to, and as a condition of recordation of the Final Plat, the Owner shall address all comments from the Town’s engineering consultant, JVA, INC., and utility providers and shall revise the construction plans and drainage report for the Property accordingly; and
- c. The Owners shall pay all fees and costs incurred by the Town and its consultants, including without limitation legal fees and costs, for review and processing of the Final Plat application within forty-five (45) days of receiving an invoice from the Town. If the fees and costs are not paid within forty-five (45) days of receiving an invoice, the Town may withhold issuance of building permits or further approvals until the invoices have been paid; and
- d. Prior to, and as a condition of recordation of the Final Plat, the Owner shall:
 1. Acquire and dedicate to the Town all right-of-way required for construction of Weld County Road 28 improvements and roundabout improvements at Third Street and Weld County Road 28, in accordance with the approved construction plans and SIA; and
 2. Finalize and execute license agreements with the Highland Ditch Company, as required by Highland Ditch Company, and provide the final executed agreements to the Town; and
 3. Finalize and execute license agreements regarding the Outlet No. 3 crossing, as required by the utility provider, and provide the final executed agreements to the Town; and
 4. Finalize and execute license agreements regarding Sanborn Crossing, as required by the utility provider, and provide final executed agreements to the Town; and
 5. Enter into easement and/or easement vacation agreements with Little Thompson Water District, Longs Peak Water District, and Saint Vrain

- Sanitation District, as those utility providers may require, and provide final executed agreements to the Town; and
6. Enter into easement and/or easement vacation agreements with oil and gas providers including Western Midstream and Kerr McGee, as those oil and gas providers may require, and provide final executed agreements to the Town; and
 7. Obtain from Colorado Department of Transportation all required permits and approvals for the improvements to Weld County Road 28, in accordance with the approved construction plans and SIA, and provide same to the Town; and
 8. Provide an updated mineral estate owner certificate in accordance with Section 24-65.5-101 *et seq.*, C.R.S.; and
- e. The fully executed SIA shall be recorded in the Weld County real property records with the Final Plat; and
- f. The Town shall not issue building permits for any of Lots 1-5, Block 12 and Lots 8-12, Block 12 of Waterfront Filing No. 1 until such time that the Town is provided documentation that the proximate oil and gas wells to those lots have been plugged and abandoned in accordance with state law.

Section 2. The SIA is hereby approved, in substantially the form presently on file with the Town Clerk. The Town Manager and Town Attorney shall be authorized to negotiate and make non-material changes to the SIA that do not increase the Town’s obligations. The Town Manager shall be authorized to execute the SIA on behalf of the Town once the SIA has been finalized.

Section 3. Subject to review and approval of the Final Plat mylar by the Town Staff, and satisfaction of the conditions set forth in Section 1 above, the Mayor and other Town officials, as applicable, are hereby authorized to sign the Final Plat mylar.

Section 4. Effective Date. This ordinance shall be published and become effective as provided by law.

Section 5. Severability. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the ordinance. The Board of Trustees hereby declares that it would have passed the ordinance including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more part, section, subsection, sentence, clause or phrase is declared invalid.

Section 6. Repealer. All ordinances or resolutions, or parts thereof, in conflict with this ordinance are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such ordinance nor revive any ordinance thereby.

Section 7. Certification. The Town Clerk shall certify to the passage of this ordinance and make not less than one copy of the adopted ordinance available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED AND ADOPTED THIS 1ST DAY OF NOVEMBER, 2022.

ATTEST:

TOWN OF MEAD:

Mary E. Strutt, MMC, Town Clerk

Colleen G. Whitlow, Mayor

EXHIBIT 1
Waterfront Filing No. 1 Final Plat
(Attached on the next page)

CERTIFICATE OF OWNERSHIP AND DEDICATION

THE UNDERSIGNED IS THE OWNER OF CERTAIN LANDS IN MEAD, COLORADO, DESCRIBED HEREIN, AND BY THIS PLAT, AS APPLICABLE: (1) HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS, BLOCKS, TRACTS, STREETS, OR OTHER DESIGNATED PARCELS, AS APPLICABLE, UNDER THE NAME OF WATERFRONT FILING NO. 1; (2) HEREBY DEDICATE(S) TO THE TOWN OF MEAD ("TOWN"), IN FEE SIMPLE ABSOLUTE WITH MARKETABLE TITLE, ALL STREETS, ROADWAYS, AND ADDITIONS THERETO DEPICTED OR BY NOTE OR NOTATION REFERENCED HEREON (UNLESS OF PRIOR RECORD OR DESIGNATED HEREON AS "PRIVATE"), FOR PUBLIC ROAD AND ASSOCIATED PURPOSES; (3) FURTHER DEDICATE(S) AND GRANT(S) UNTO THE TOWN SUCH EASEMENTS AS ARE DEPICTED OR BY NOTE OR NOTATION REFERENCED HEREON (EXCEPT THOSE OF PRIOR RECORD), FOR THE USES AND PURPOSES SO INDICATED, EITHER DIRECTLY OR THROUGH APPLICABLE SERVICE PROVIDERS, ALONG WITH THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR THE PURPOSE NAMED ON THE EASEMENT, INCLUDING AS APPLICABLE THE INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND/OR FACILITIES OR SERVICES CONSISTENT WITH THE EASEMENT'S PURPOSE; AND (4) ACKNOWLEDGES THE FOLLOWING: A) NOTATIONS OR REFERENCES TO "R.O.W." OR "RIGHT-OF-WAY," WITH REGARD TO STREETS OR STREET WIDTHS, ARE NOT INTENDED TO IMPLY AN EASEMENT OR OTHER INTEREST LESS THAN FEE SIMPLE, AND ALL STREETS, ROADS, LANES, DRIVES, COURTS, AND SIMILARLY-DESIGNATED WAYS INTENDED TO BE DEDICATED BY THIS PLAT ARE DEDICATED IN FEE SIMPLE; B) THE TOWN DOES NOT ACCEPT ANY DUTY OF MAINTENANCE OF THE EASEMENTS, OR OF IMPROVEMENTS IN THE EASEMENTS THAT ARE NOT OWNED BY THE TOWN, AND FURTHER RESERVES ITS RIGHTS TO REMOVE OR REQUIRE THE OWNER(S) TO REMOVE, AT THE EXPENSE OF THE OWNER(S), ANY OBJECTS IN THE EASEMENTS THAT INTERFERE WITH THEIR USE AND ENJOYMENT FOR THEIR INTENDED PURPOSE; C) THE RIGHTS GRANTED TO THE TOWN BY THIS PLAT INURE ALSO TO THE BENEFIT OF ITS AGENTS, LICENSEES, PERMITTEES AND ASSIGNS; D) ALL CONDITIONS, TERMS, WARRANTIES, REPRESENTATIONS, AND SPECIFICATIONS DESIGNATED OR DESCRIBED HEREIN SHALL BE BINDING ON THE OWNER(S) AND THE HEIRS, SUCCESSORS AND ASSIGNS OF THE OWNER(S); AND E) THE SIGNATURE HEREON OF ANY REPRESENTATIVE OF A PARTNERSHIP, LIMITED LIABILITY COMPANY, OR CORPORATE ENTITY, AS APPLICABLE, INDICATES THAT ALL REQUIRED APPROVALS HAVE BEEN OBTAINED.

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 27 AND SECTION 34, TOWNSHIP 3 NORTH, AND THE NORTH HALF OF SECTION 3, TOWNSHIP 2 NORTH, ALL OF RANGE 68 WEST 6TH P.M. COUNTY OF WELD, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEARINGS ARE BASED ON THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 27, BEING CONSIDERED TO BEAR NORTH 89°04'52" EAST, A DISTANCE OF 5245.30 FEET BETWEEN THE FOLLOWING DESCRIBED MONUMENTS:
-THE EAST QUARTER CORNER OF SECTION 27 BEING A FOUND 3.25" ALUMINUM CAP PLS 29420 FLUSH MATCHING MONUMENT RECORD FILED 7/27/09.
-THE WEST QUARTER CORNER OF SECTION 27 BEING A FOUND 2.5" ALUMINUM CAP PLS 30462 IN RANGE BOX MATCHING MONUMENT RECORD FILED 7/31/17.
COMMENCING AT SAID EAST QUARTER CORNER SECTION 27;
THENCE ALONG SAID NORTH LINE OF THE SOUTH HALF OF SECTION 27 SOUTH 89°04'52" WEST, A DISTANCE OF 350.06 FEET TO THE WESTERLY LINE OF I-25/WCR 26 ANNEXATION, RECEPTION NO. 3461763 AND THE POINT OF BEGINNING;
THENCE ALONG SAID WESTERLY LINE AND LINE EXTENDED THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES;

1. THENCE SOUTH 00°06'20" WEST, A DISTANCE OF 2,577.69 FEET;
2. THENCE SOUTH 85°58'51" WEST, A DISTANCE OF 456.96 FEET;
3. THENCE SOUTH 89°07'02" WEST, A DISTANCE OF 214.68 FEET;
4. THENCE SOUTH 00°52'58" WEST, A DISTANCE OF 30.00 FEET;
5. THENCE NORTH 89°07'02" EAST, A DISTANCE OF 214.60 FEET;
6. THENCE SOUTH 00°56'50" EAST, A DISTANCE OF 75.00 FEET;
7. THENCE SOUTH 85°51'34" EAST, A DISTANCE OF 456.80 FEET;
8. THENCE SOUTH 00°56'51" EAST, A DISTANCE OF 2,857.96 FEET;
9. THENCE SOUTH 13°55'37" EAST, A DISTANCE OF 289.42 FEET;
10. THENCE SOUTH 00°56'54" EAST, A DISTANCE OF 1025.00 FEET;
11. THENCE SOUTH 07°07'46" EAST, A DISTANCE OF 325.06 FEET;
12. THENCE SOUTH 01°01'13" EAST, A DISTANCE OF 376.33 FEET;
13. THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 22,668.30 FEET, A CENTRAL ANGLE OF 00°18'04", WHOSE CHORD BEARS SOUTH 00°43'16" EAST A DISTANCE OF 119.08 FEET, FOR AN ARC DISTANCE OF 119.08 FEET;
14. THENCE SOUTH 88°58'51" WEST, A DISTANCE OF 65.66 FEET;
15. THENCE NORTH 65°06'08" WEST, A DISTANCE OF 69.29 FEET;
16. THENCE SOUTH 00°02'55" EAST, A DISTANCE OF 330.71 FEET TO THE NORTHERLY LINE OF SAINT VRAIN STATE PARK PARCEL AS DESCRIBED AT RECEPTION NO. 2265474;

THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES;
1. THENCE SOUTH 89°47'59" WEST, A DISTANCE OF 568.77 FEET;
2. THENCE SOUTH 50°06'59" WEST, A DISTANCE OF 440.00 FEET;
3. THENCE SOUTH 73°04'26" WEST, A DISTANCE OF 1,383.42 FEET;
THENCE ALONG THE NORTHERLY LINE OF SAINT VRAIN STATE PARK PARCEL AS DESCRIBED AT RECEPTION NO. 2945897 SOUTH 20°26'43" WEST, A DISTANCE OF 50.97 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3;
THENCE ALONG SAID EAST LINE NORTH 00°17'07" EAST, A DISTANCE OF 719.35 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 3;
THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER NORTH 89°54'46" WEST, A DISTANCE OF 520.40 FEET;
THENCE NORTH 28°21'05" WEST, A DISTANCE OF 737.50 FEET;
THENCE NORTH 01°03'46" WEST, A DISTANCE OF 2,032.85 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34;
THENCE ALONG SAID NORTH LINE OF THE SOUTHWEST QUARTER NORTH 89°07'19" EAST, A DISTANCE OF 817.22 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 34;
THENCE ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 34 NORTH 00°34'58" WEST, A DISTANCE OF 1,333.53 FEET;
THENCE SOUTH 89°26'05" WEST, A DISTANCE OF 2,539.96 FEET TO A POINT LYING 30.00 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER;
THENCE 30.00 FEET EASTERLY OF AND PARALLEL TO THE WEST LINE OF SAID NORTHWEST QUARTER NORTH 00°24'49" WEST, A DISTANCE OF 1,311.39 FEET;
THENCE 30.00 FEET EASTERLY OF AND PARALLEL TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27 NORTH 00°22'24" WEST, A DISTANCE OF 2,654.36 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER;
THENCE ALONG SAID NORTH LINE NORTH 89°04'52" EAST, A DISTANCE OF 1,354.33 FEET TO THAT PARCEL DESCRIBED IN BOOK 163 AT PAGE 435;

THENCE ALONG SAID PARCEL THE FOLLOWING NINE (9) COURSES AND DISTANCES;
1. THENCE SOUTH 06°51'07" WEST, A DISTANCE OF 267.00 FEET;
2. THENCE SOUTH 30°38'53" EAST, A DISTANCE OF 445.00 FEET;
3. THENCE SOUTH 42°21'07" WEST, A DISTANCE OF 219.00 FEET;
4. THENCE SOUTH 23°06'07" WEST, A DISTANCE OF 660.00 FEET;
5. THENCE SOUTH 24°53'53" EAST, A DISTANCE OF 700.00 FEET;
6. THENCE NORTH 88°51'07" EAST, A DISTANCE OF 454.00 FEET;
7. THENCE SOUTH 60°53'53" EAST, A DISTANCE OF 385.00 FEET;
8. THENCE NORTH 86°21'07" EAST, A DISTANCE OF 178.52 FEET;
9. THENCE SOUTH 75°00'00" EAST, A DISTANCE OF 155.20 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 27 BEING ALSO A POINT ALONG THE BOUNDARY OF THAT PARCEL DESCRIBED AT RECEPTION NO. 2009954;
THENCE ALONG SAID PARCEL THE FOLLOWING TWELVE (12) COURSES AND DISTANCES;

1. THENCE BEING ALSO ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER SOUTH 00°23'45" WEST, A DISTANCE OF 89.28 FEET;
2. THENCE SOUTH 85°38'17" EAST, A DISTANCE OF 582.81 FEET;
3. THENCE NORTH 65°31'22" EAST, A DISTANCE OF 315.60 FEET;
4. THENCE NORTH 52°04'24" EAST, A DISTANCE OF 339.15 FEET;
5. THENCE NORTH 50°39'42" EAST, A DISTANCE OF 213.85 FEET;
6. THENCE NORTH 21°19'16" EAST, A DISTANCE OF 257.83 FEET;
7. THENCE NORTH 00°31'12" WEST, A DISTANCE OF 298.26 FEET;
8. THENCE NORTH 14°21'24" WEST, A DISTANCE OF 244.37 FEET;
9. THENCE NORTH 12°34'51" WEST, A DISTANCE OF 588.61 FEET;
10. THENCE NORTH 43°15'27" EAST, A DISTANCE OF 134.45 FEET;
11. THENCE NORTH 51°34'02" EAST, A DISTANCE OF 332.64 FEET;
12. THENCE NORTH 41°59'02" EAST, A DISTANCE OF 419.69 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27;

WATERFRONT FILING NO. 1
FINAL PLAT
LOCATED IN THE SOUTH HALF OF SECTION 27 AND SECTION 34, TOWNSHIP 3 NORTH, AND THE NORTH HALF OF SECTION 3, TOWNSHIP 2 NORTH, ALL OF RANGE 68 WEST 6TH P.M.
TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO
CONTAINING 586.072 ACRES±

CERTIFICATE OF OWNERSHIP AND DEDICATION
(CONTINUED)

THENCE ALONG SAID NORTH LINE NORTH 89°04'52" EAST, A DISTANCE OF 472.60 FEET TO THE POINT OF BEGINNING.
CONTAINING 25,749,746 SQUARE FEET OR 591.133 ACRES, MORE OR LESS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:
A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 3 NORTH, RANGE 68 WEST 6TH P.M. COUNTY OF WELD, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 34;
THENCE ALONG THE WEST LINE OF SAID NORTHEAST QUARTER SOUTH 00°34'58" EAST, A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF RECORDED EXEMPTION NO. 1207-34-1 RE-4683 RECEPTION NO. 3567466 AND THE POINT OF BEGINNING;
THENCE ALONG SAID EXEMPTION THE FOLLOWING FOUR (4) COURSES AND DISTANCES;
1. THENCE 30.00 FEET SOUTHERLY OF AND PARALLEL TO THE NORTH LINE OF SAID NORTHEAST QUARTER NORTH 89°07'18" EAST, A DISTANCE OF 765.40 FEET;
2. THENCE SOUTH 02°06'23" WEST, A DISTANCE OF 310.68 FEET;
3. THENCE NORTH 87°52'50" WEST, A DISTANCE OF 751.65 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER;
4. THENCE ALONG SAID WEST LINE NORTH 00°34'58" WEST, A DISTANCE OF 270.95 FEET TO THE POINT OF BEGINNING.
CONTAINING 220,452 SQUARE FEET OR 5.061 ACRES, MORE OR LESS.
YIELDING A COMBINED NET 25,529,294 SQUARE FEET OR 586.072 ACRES, MORE OR LESS.
THUS DESCRIBED FINAL PLAT CONTAINS 586.072 ACRES MORE OR LESS, TOGETHER WITH AND SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY EXISTING AND/OR OF PUBLIC RECORD.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THIS _____ DAY OF _____, 20 _____.

THARALDSON ETHANOL PLANT I, L.L.C., A NEVADA LIMITED LIABILITY COMPANY

By: _____ TITLE
DARWIN HORAN, AUTHORIZED SIGNER

NOTARY

STATE OF _____ }
COUNTY OF _____ }SS

THE FOREGOING CERTIFICATE OF OWNERSHIP AND DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____, BY _____, AS _____, A _____.

WITNESS MY HAND AND SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

MAINTENANCE GUARANTEE

THE OWNER OF THE PROPERTY SHOWN HEREON ("OWNER") HEREBY WARRANTS AND GUARANTEES TO THE TOWN, FOR A PERIOD OF TWO (2) YEARS FROM THE DATE OF COMPLETION AND CONDITIONAL ACCEPTANCE BY THE TOWN OF THE IMPROVEMENTS WARRANTED HEREUNDER, THE FULL AND COMPLETE MAINTENANCE AND REPAIR OF THE IMPROVEMENTS TO BE CONSTRUCTED IN CONNECTION WITH THE DEVELOPMENT OF THE PROPERTY THAT IS THE SUBJECT OF THIS PLAT. THIS WARRANTY AND GUARANTEE IS MADE IN ACCORDANCE WITH THE TOWN OF MEAD MUNICIPAL CODE, SECTION 16-4-130(h) AND THE TOWN'S DESIGN STANDARDS AND CONSTRUCTION SPECIFICATIONS, AS APPLICABLE AND AS MAY BE AMENDED FROM TIME TO TIME. THIS GUARANTEE APPLIES TO THE STREETS AND ALL OTHER APPURTENANT STRUCTURES AND AMENITIES LYING WITHIN THE RIGHT-OF-WAY, EASEMENTS, AND OTHER PUBLIC PROPERTIES INCLUDING, WITHOUT LIMITATION, ALL CURBING, SIDEWALKS, BIKE PATHS, DRAINAGE PIPES, CULVERTS, CATCH BASINS, DRAINAGE DITCHES, AND LANDSCAPING. ANY MAINTENANCE AND/OR REPAIR REQUIRED ON UTILITIES SHALL BE COORDINATED WITH THE OWNING UTILITY COMPANY OR DEPARTMENT.

THE OWNER SHALL MAINTAIN SAID IMPROVEMENTS IN A MANNER THAT WILL ASSURE COMPLIANCE ON A CONSISTENT BASIS WITH ALL CONSTRUCTION STANDARDS, SAFETY REQUIREMENTS, AND ENVIRONMENTAL PROTECTION REQUIREMENTS OF THE TOWN. THE OWNER SHALL ALSO CORRECT AND REPAIR, OR CAUSE TO BE CORRECT AND REPAIRED, ALL DAMAGES TO SAID IMPROVEMENTS RESULTING FROM DEVELOPMENT-RELATED OR BUILDING- RELATED ACTIVITIES. IN THE EVENT THE OWNER FAILS TO CORRECT ANY DAMAGES WITHIN THIRTY (30) DAYS AFTER WRITTEN NOTICE THEREOF, THEN SAID DAMAGES MAY BE CORRECTED BY THE TOWN AND ALL COSTS AND CHARGES BILLED TO AND PAID BY THE OWNER. THE TOWN SHALL ALSO HAVE ANY OTHER REMEDIES AVAILABLE TO IT AS AUTHORIZED BY LAW. ANY DAMAGES THAT OCCURRED PRIOR TO THE END OF SAID TWO (2) YEAR PERIOD AND ARE UNREPAIRED AT THE TERMINATION OF SAID PERIOD SHALL REMAIN THE RESPONSIBILITY OF THE OWNER.

DRAINAGE MAINTENANCE

THE OWNER, ITS LEGAL REPRESENTATIVES, HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS IN INTEREST AND ASSIGNS SHALL BE JOINTLY AND SEVERALLY LIABLE AND RESPONSIBLE FOR MAINTAINING THE STRUCTURAL INTEGRITY AND OPERATIONAL FUNCTIONS OF ALL DRAINAGE FACILITIES LOCATED ON THE PROPERTY SHOWN HEREON UNLESS OTHERWISE SPECIFIED HEREIN, INCLUDING BUT NOT LIMITED TO PRIVATE DRAINAGE FACILITIES AND PUBLIC AND PRIVATE DRAINAGE EASEMENTS. IN THE EVENT THE OWNER FAILS TO CORRECTLY MAINTAIN OR REPAIR ANY SUCH DRAINAGE FACILITIES WITHIN THIRTY (30) DAYS AFTER WRITTEN NOTICE THEREOF, THEN SAID CORRECTIONS/REPAIRS TO SAID DRAINAGE FACILITIES MAY BE COMMENCED AND COMPLETED BY THE TOWN AND ALL COSTS AND CHARGES BILLED TO AND PAID BY THE OWNER. THE TOWN SHALL HAVE THE PERPETUAL LEGAL RIGHT TO ACCESS THE DRAINAGE FACILITIES ON THE PROPERTY SHOWN HEREON IN ORDER TO COMMENCE AND COMPLETE SAID CORRECTIONS/REPAIRS. THE TOWN SHALL ALSO HAVE ANY OTHER REMEDIES AVAILABLE TO IT AS AUTHORIZED BY LAW.

GENERAL NOTES

- 1.) THE LINEAL UNITS USED ON THIS PLAT ARE U.S. SURVEY FEET. ALL BEARINGS SHOWN HEREON ARE IN DEGREES-MINUTES-SECONDS.
- 2.) ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACTS ANY PUBLIC LAND SURVEY MONUMENT, LAND SURVEY BOUNDARY MONUMENT, OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
- 3.) NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.
- 4.) HERITAGE TITLE COMPANY, INC. COMMITMENT NUMBER 450-H0544061-023-CN4, AMENDMENT NO. 6, EFFECTIVE DATE FEBRUARY 25, 2022, WAS ENTIRELY RELIED UPON FOR RECORDED RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY.
- 5.) RICK ENGINEERING COMPANY HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, RECORDED/UNRECORDED, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
- 6.) ACCORDING TO THE FIRM FLOOD INSURANCE RATE MAP #08123C1880E & #08123C1890E, BOTH WITH AN EFFECTIVE DATE JANUARY 20, 2016 FOR WELD COUNTY, COLORADO, AND INCORPORATED AREAS PORTIONS OF THIS PARCEL LIE WITHIN ZONE A, SPECIAL FLOOD HAZARD AREAS. ZONE A BEING NO BASE FLOOD ELEVATIONS DETERMINED, SPECIAL FLOOD HAZARD AREA; THE 1% ANNUAL CHANCE FLOOD (100-YEAR FLOOD), ALSO KNOWN AS THE BASE FLOOD, IS THE FLOOD THAT HAS A 1% CHANCE OF BEING EQUALLED OR EXCEEDED IN ANY GIVEN YEAR. THE SPECIAL FLOOD HAZARD IS THE AREA SUBJECT TO FLOODING BY THE 1% ANNUAL CHANCE FLOOD. AREAS OF SPECIAL FLOOD HAZARD INCLUDE ZONE A (AMONGST OTHERS). THE BASE FLOOD ELEVATION IS THE WATER-SURFACE ELEVATION OF THE 1% ANNUAL CHANCE FLOOD.
- 7.) NOT ALL LOTS DEPICTED IN THIS FINAL PLAT ARE IN COMPLIANCE WITH THE 150' OIL AND GAS SETBACK REQUIREMENT OF SECTION 16-3-50(19) OF THE MUNICIPAL CODE. SUCH LOTS WILL NOT BE BUILDABLE UNTIL OIL AND GAS OPERATIONS ARE ABANDONED IN CONFORMANCE WITH STATE REQUIREMENTS.
- 8.) PARKS AND OPEN SPACE ARE TO BE OWNED AND MAINTAINED BY A HOME OWNERS ASSOCIATION (HOA) OR THE WATERFRONT AT FOSTER LAKE METROPOLITAN DISTRICT NOS. 1-3 (DISTRICT(S)), AS SPECIFICALLY SET FORTH IN THE TRACT USE TABLE BELOW, AND SHALL BE ACCESSIBLE FOR PUBLIC ACCESS AND USE.
- 9.) TRACTS DESIGNATED IN THE TRACT USE TABLE AS PARKS OR OPEN SPACE SHALL BE CONVEYED BY OWNER TO THE DISTRICT(S) OR HOA BY SEPARATE DEED, WITH COPIES PROVIDED TO THE TOWN CLERK AND TOWN ATTORNEY.
- 10.) IF ANY CONVEYANCES ARE NOT COMPLETED AS CONTEMPLATED IN THIS FINAL PLAT, THE TOWN MAY WITHHOLD ISSUANCE OF BUILDING PERMITS, TEMPORARY CERTIFICATES OF OCCUPANCY, OR CERTIFICATES OF OCCUPANCY.
- 11.) FOR ALL TRACTS DESIGNATED FOR PARK OR OPEN SPACE USE THAT ARE OWNED AND MAINTAINED BY THE DISTRICT(S) OR HOA, THE TOWN SHALL HAVE A PERPETUAL NON-EXCLUSIVE EASEMENT OVER ALL SUCH AREAS TO ENSURE THE RIGHT TO PUBLIC ACCESS. NOTWITHSTANDING, THE TOWN SHALL HAVE NO RESPONSIBILITY TO OPERATE OR MAINTAIN SUCH TRACTS.

DRAINAGE MAINTENANCE

THE OWNER, ITS LEGAL REPRESENTATIVES, HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS IN INTEREST AND ASSIGNS SHALL BE JOINTLY AND SEVERALLY LIABLE AND RESPONSIBLE FOR MAINTAINING THE STRUCTURAL INTEGRITY AND OPERATIONAL FUNCTIONS OF ALL DRAINAGE FACILITIES LOCATED ON THE PROPERTY SHOWN HEREON UNLESS OTHERWISE SPECIFIED HEREIN, INCLUDING BUT NOT LIMITED TO PRIVATE DRAINAGE FACILITIES AND PUBLIC AND PRIVATE DRAINAGE EASEMENTS. IN THE EVENT THE OWNER FAILS TO CORRECTLY MAINTAIN OR REPAIR ANY SUCH DRAINAGE FACILITIES WITHIN THIRTY (30) DAYS AFTER WRITTEN NOTICE THEREOF, THEN SAID CORRECTIONS/REPAIRS TO SAID DRAINAGE FACILITIES MAY BE COMMENCED AND COMPLETED BY THE TOWN AND ALL COSTS AND CHARGES BILLED TO AND PAID BY THE OWNER. THE TOWN SHALL HAVE THE PERPETUAL LEGAL RIGHT TO ACCESS THE DRAINAGE FACILITIES ON THE PROPERTY SHOWN HEREON IN ORDER TO COMMENCE AND COMPLETE SAID CORRECTIONS/REPAIRS. THE TOWN SHALL ALSO HAVE ANY OTHER REMEDIES AVAILABLE TO IT AS AUTHORIZED BY LAW.

PUBLIC FACILITY LOT DEDICATION

IN ACCORDANCE WITH THE ANNEXATION AND DEVELOPMENT AGREEMENT, WATERFRONT ANNEXATION, (THE WATERFRONT ANNEXATION AGREEMENT) RECORDED ON DECEMBER 15, 2021, BY THE WELD COUNTY CLERK AND RECORDER'S OFFICE, WITH RECORD NUMBER 4785422, THE DEVELOPER SHALL DEDICATE A TRACT OF LAND FOR USE AS A PUBLIC FACILITY. DEDICATION AND THE LOCATION OF THIS LAND SHALL BE ESTABLISHED WITHIN TRACT I, AT THE TIME OF A FUTURE FINAL PLAT OF TRACT I OR A PORTION OF TRACT I. ALL PROVISIONS OF THE WATERFRONT ANNEXATION AGREEMENT RELATED TO THE PUBLIC FACILITY LOT DEDICATION SHALL REMAIN IN FULL FORCE AND EFFECT. MAINTENANCE OF SAID PUBLIC FACILITY LOT SHALL BE THE RESPONSIBILITY OF THE METRO DISTRICT UNTIL SUCH TIME AS THE TOWN ESTABLISHES A PUBLIC FACILITY USE.

CERTIFICATE OF APPROVAL BY THE BOARD OF TRUSTEES

THIS FINAL PLAT MAP OF WATERFRONT FILING NO. 1, A SUBDIVISION IN THE TOWN OF MEAD, COLORADO, IS APPROVED AND ACCEPTED BY ORDINANCE NO. _____, PASSED AND ADOPTED AT THE REGULAR MEETING OF THE BOARD OF TRUSTEES OF MEAD, COLORADO, HELD ON _____, 20____, RECORDED ON _____, AS RECEPTION NO. _____, IN THE RECORDS OF THE CLERK AND RECORDER OF WELD COUNTY, COLORADO, BY THE BOARD OF TRUSTEES OF MEAD, COLORADO. THE DEDICATIONS OF PUBLIC STREETS, PUBLIC RIGHTS-OF-WAY, PARKS, OPEN SPACES, PUBLIC EASEMENTS AND OTHER PLACES DESIGNATED OR DESCRIBED FOR PUBLIC USES AS SHOWN HEREON AND SUCH OTHER EASEMENTS SHOWN HEREON FOR THE PURPOSES SHOWN ARE HEREBY ACCEPTED. ALL CONDITIONS, TERMS AND SPECIFICATIONS DESIGNATED OR DESCRIBED HEREIN SHALL BE BINDING ON THE OWNER, ITS HEIRS, SUCCESSORS AND ASSIGNS.

ALL EXPENSES INCURRED WITH RESPECT TO IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING OF STREETS, GRADING, LANDSCAPING, CURBS, GUTTERS, SIDEWALKS AND WALKWAYS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES AND OTHER IMPROVEMENTS THAT MAY BE REQUIRED TO SERVICE THE SUBDIVISION SHALL BE THE RESPONSIBILITY OF THE OWNER(S) AND NOT THE TOWN. THE CONSTRUCTION OF IMPROVEMENTS BENEFITING THE SUBDIVISION AND THE ASSUMPTION OF MAINTENANCE RESPONSIBILITY FOR SAID IMPROVEMENTS BY THE TOWN OR OTHER ENTITIES SHALL BE SUBJECT TO A SEPARATE SUBDIVISION IMPROVEMENT AGREEMENT.

THIS ACCEPTANCE OF THE FINAL PLAT DOES NOT GUARANTEE THAT THE SOIL CONDITIONS, SUBSURFACE GEOLOGY, GROUNDWATER CONDITIONS OR FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT WILL BE ISSUED FOR THAT LOT.

MAYOR

ATTEST:

TOWN CLERK

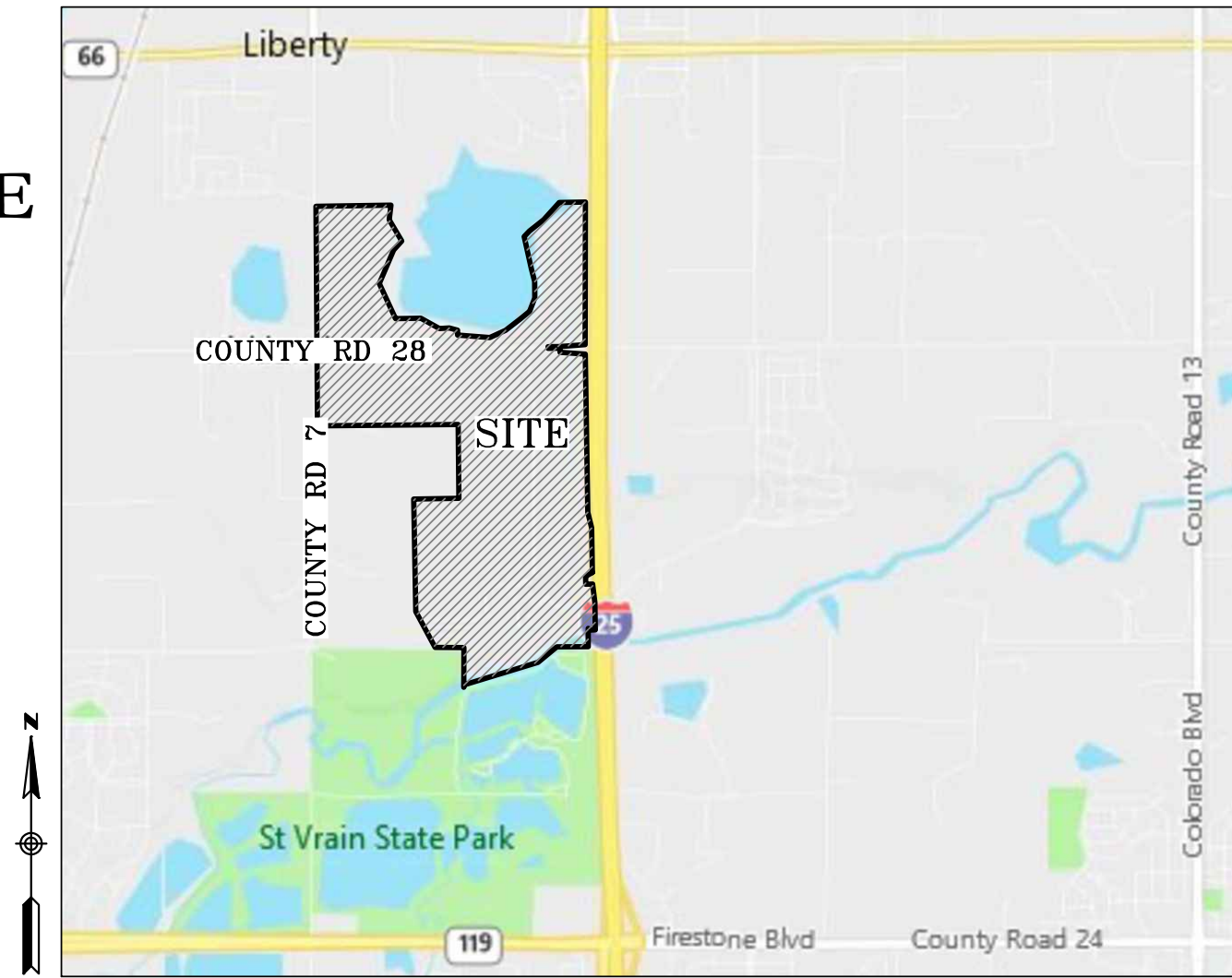
TOWN ENGINEER CERTIFICATE

THE FINAL PLAT SHOWN HEREON HAS BEEN REVIEWED BY THE TOWN ENGINEER AND APPROVED AS TO FORM THIS _____ DAY OF _____, 20____.

TOWN ENGINEER

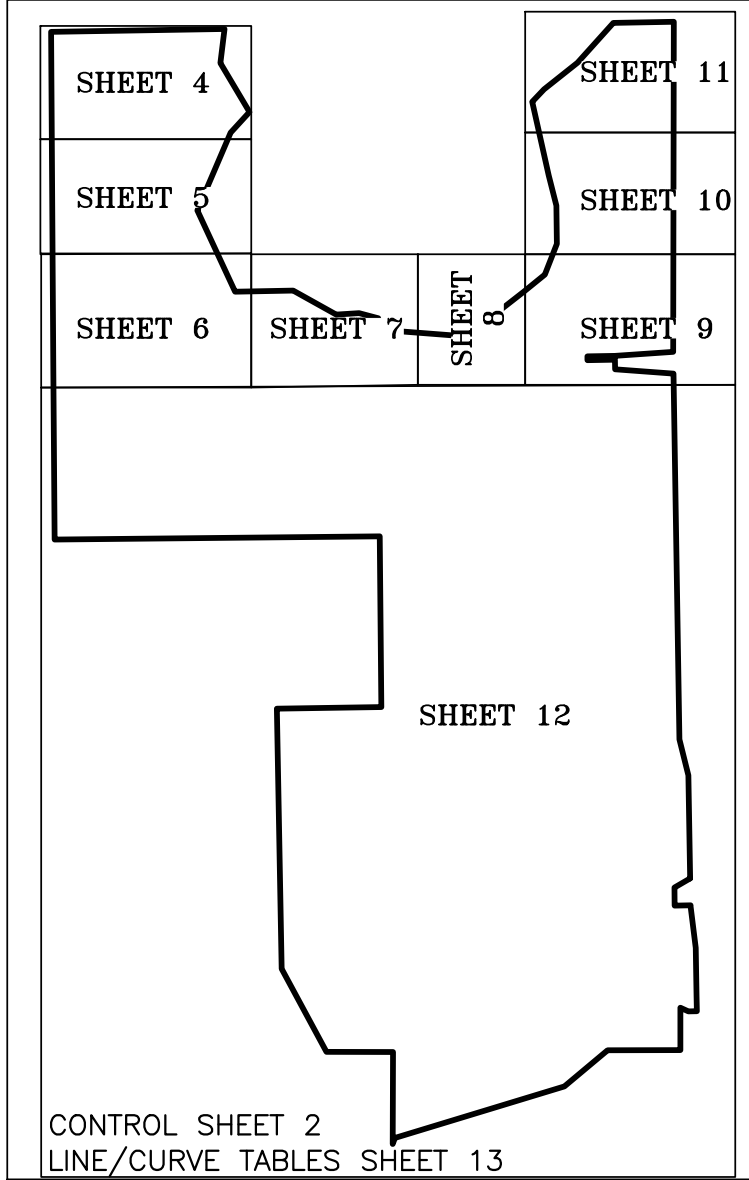
TRACT USE TABLE

PARCEL	PURPOSE	OWNERSHIP/MAINTENANCE	ACREAGE±
TRACT A	OPEN SPACE, DRAINAGE, PUBLIC ACCESS, UTILITY	METRO DISTRICT	15.615
TRACT B	OPEN SPACE, DRAINAGE, PUBLIC ACCESS, UTILITY	METRO DISTRICT	20.680
TRACT C	PARK, DRAINAGE, PUBLIC ACCESS, UTILITY	METRO DISTRICT	13.214
TRACT D	OPEN SPACE, DRAINAGE, PUBLIC ACCESS, UTILITY	METRO DISTRICT	7.312
TRACT E	OPEN SPACE, DRAINAGE, PUBLIC ACCESS, UTILITY	METRO DISTRICT	10.485
TRACT F	OPEN SPACE, DRAINAGE, PUBLIC ACCESS, UTILITY	METRO DISTRICT	1.089
TRACT G	OPEN SPACE, DRAINAGE, PUBLIC ACCESS, UTILITY	METRO DISTRICT	0.500
TRACT H	OPEN SPACE, DRAINAGE, PUBLIC ACCESS, UTILITY	METRO DISTRICT	3.465
TRACT I	FUTURE DEVELOPMENT	DEVELOPER	418.999
TRACT J	PARK, DRAINAGE, PUBLIC ACCESS, UTILITY	METRO DISTRICT	4.432
TRACT K	OPEN SPACE, DRAINAGE, PUBLIC ACCESS, UTILITY	METRO DISTRICT	0.110



VICINITY MAP
NOT TO SCALE

SHEET INDEX



CERTIFICATE OF FINAL STAFF REVIEW AND APPROVAL

THE FINAL PLAT SHOWN HEREON HAS BEEN REVIEWED AND APPROVED BY THE TOWN OF MEAD STAFF, WITH SUBMITTAL THEREAFTER TO THE BOARD OF TRUSTEES FOR ACCEPTANCE BY ORDINANCE, THIS DAY OF _____, 20____.

TOWN MANAGER

SURVEYOR'S CERTIFICATE

I ROBERT J. HENNESSY, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF WATERFRONT FILING NO. 1 WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION ON OR ABOUT THE 3RD DAY OF JANUARY, 2019, AND THAT THE SURVEY IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF. IT HAS BEEN PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE. THE SURVEY IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED, AND THE ACCOMPANYING PLAT ACCURATELY AND PROPERLY SHOWS SAID SUBDIVISION AND THE SURVEY THEREOF.

LAND USE TABLE	
LAND USE	AREA (AC)
ROW	31.63
TOTAL LOT AREA	
LOTS	
SMALL LOTS (182)	19.66
LARGE LOTS (209)	38.89
TOTAL LOT AREA	58.55
OPEN SPACE	
REQUIRED OPEN SPACE = 20% TOTAL ACREAGE	33.42
PARKS (OFFICIALLY CREDITED)	17.65
OPEN SPACE (OFFICIALLY CREDITED)	54.03
DRAINAGE BASINS (50% CREDITED)	2.61
TOTAL CREDITED OPEN SPACE	74.29
DRAINAGE BASINS (50% UNCREDITED)	2.61
UNCREDITED OPEN SPACE	2.61
TOTAL OPEN SPACE (CREDITED AND NON-CREDITED)	76.90
TOTAL FILING 1 AREA (INCLUDING ROW)	
	167.08
FUTURE DEVELOPMENT	418.99
TOTAL SITE AREA (FILING 1 & FUTURE DEVELOPMENT)	586.07

ROBERT J. HENNESSY, P.L.S. 34580
LICENSED COLORADO LAND SURVEYOR
FOR AND ON BEHALF OF RICK
ENGINEERING COMPANY



WATERFRONT FILING NO. 1

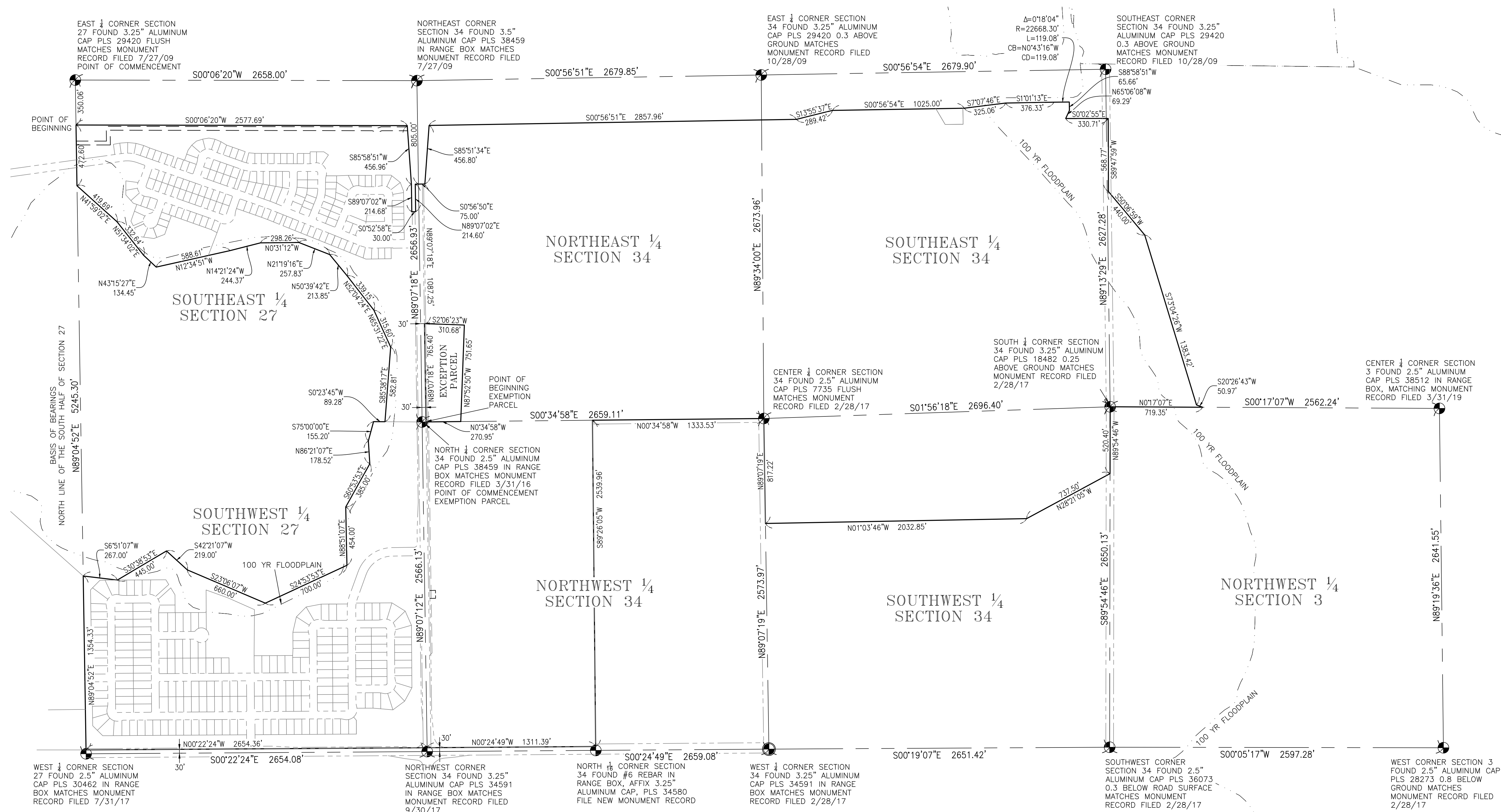
FINAL PLAT

LOCATED IN THE SOUTH HALF OF SECTION 27 AND SECTION 34, TOWNSHIP 3 NORTH, AND THE
NORTH HALF OF SECTION 3, TOWNSHIP 2 NORTH, ALL OF RANGE 68 WEST 6TH P.M.

TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO

CONTAINING 586.072 ACRES±

SHEET 2 OF 13



SHEET 3 OF 13



WATERFRONT FILING NO. 1

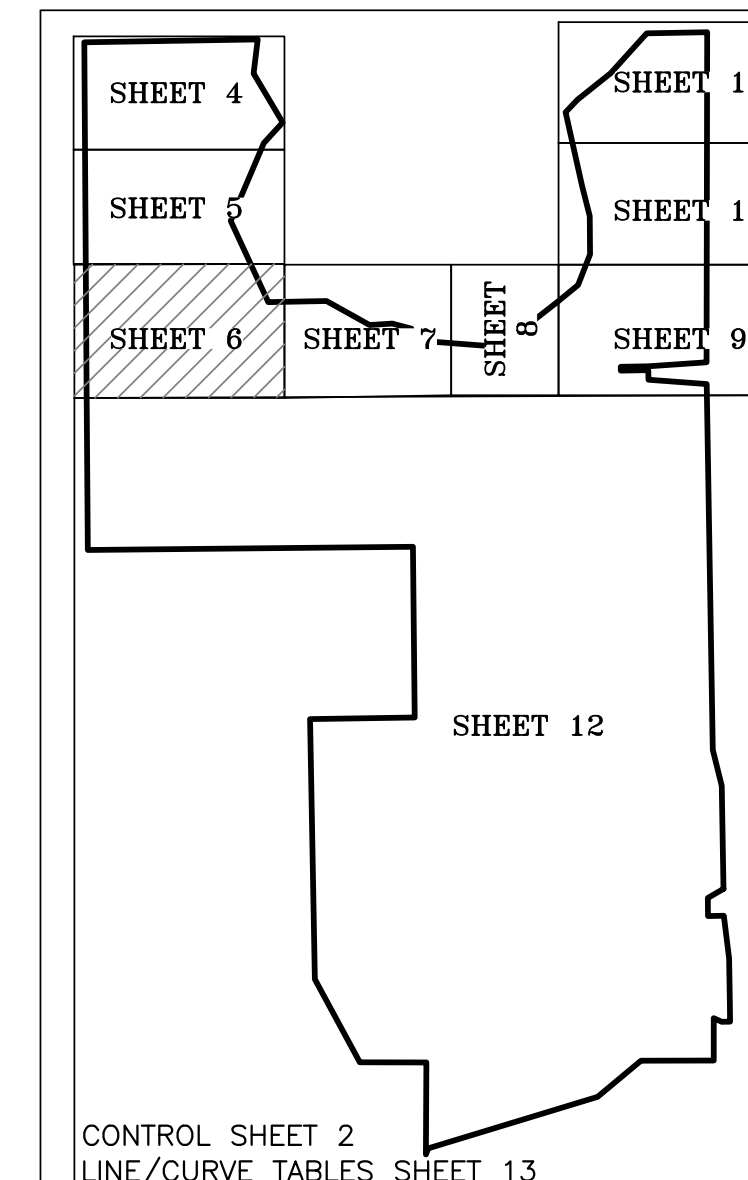
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TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO
CONTAINING 586.072 ACRES±

SHEET 6 OF 13

SEE SHEET 5

SHEET INDEX



HIGHLAND DITCH CO.
RECEPTION #2009954

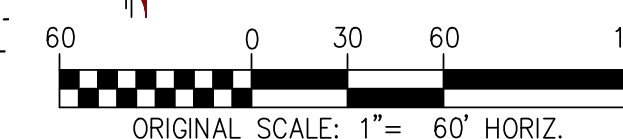
FOSTER LAKE
HIGHLAND RESERVOIR NO. 3

2.5" ALUMINUM
CAP & #5
REBAR PLS
25379 FLUSH

SEE SHEET 7

LEGEND

- FOUND ALIQUOT CORNER (AS DESCRIBED ON SHEET 2)
- #5x18" REBAR AND 1.5" YELLOW PLASTIC CAP PLS 34580
- ⊙ FOUND MONUMENT AS DESCRIBED
- ⊙ FOUND ALUMINUM CAP AS DESCRIBED
- ⊙ FOUND PIN & CAP AS DESCRIBED
- # BLOCK NUMBER
- SECTION LINE
- BOUNDARY LINE
- RIGHT-OF-WAY
- LOT LINE
- EXISTING EASEMENT
- EASEMENT BY FINAL PLAT
- 100 YEAR FLOODPLAIN
- ALL FOUND AND SET MONUMENTATION IS FLUSH UNLESS OTHERWISE NOTED.
- BG=BELOW GROUND
AG=ABOVE GROUND
- *=TO BE VACATED BY SEPARATE DOCUMENT
REC.=RECEPTION
U.E.=UTILITY EASEMENT
**=PUBLIC RIGHT-OF-WAY



RICK
ENGINEERING COMPANY

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\\GP\RIKING.COM\PROJECTS\0-ARV\J\001041 WATERFRONT\SURVEY\PLAT\1041 FINAL PLAT 8-16-22.DWG

WATERFRONT FILING NO. 1

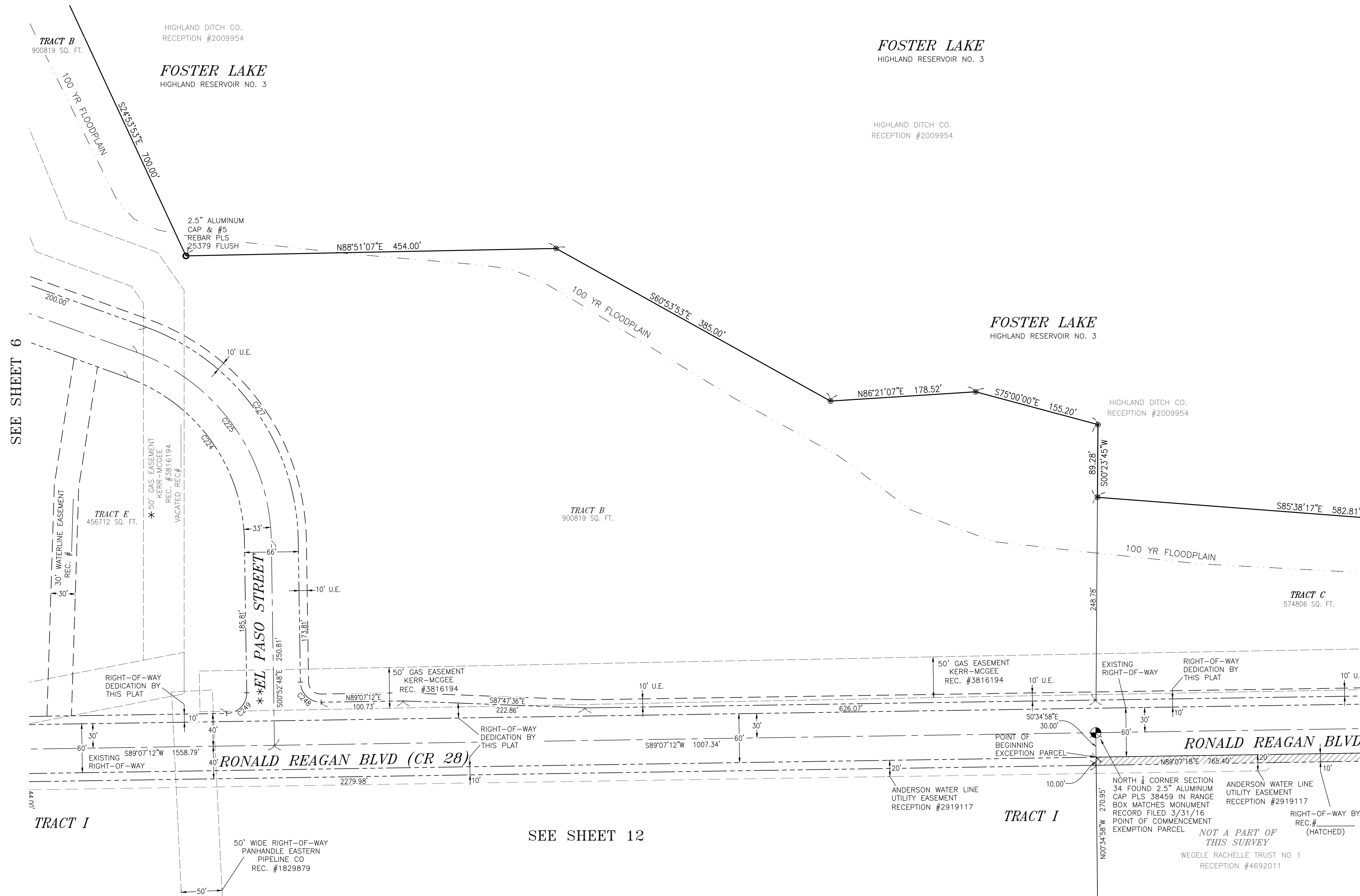
FINAL PLAT

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NORTH HALF OF SECTION 3, TOWNSHIP 2 NORTH, ALL OF RANGE 68 WEST 6TH P.M.

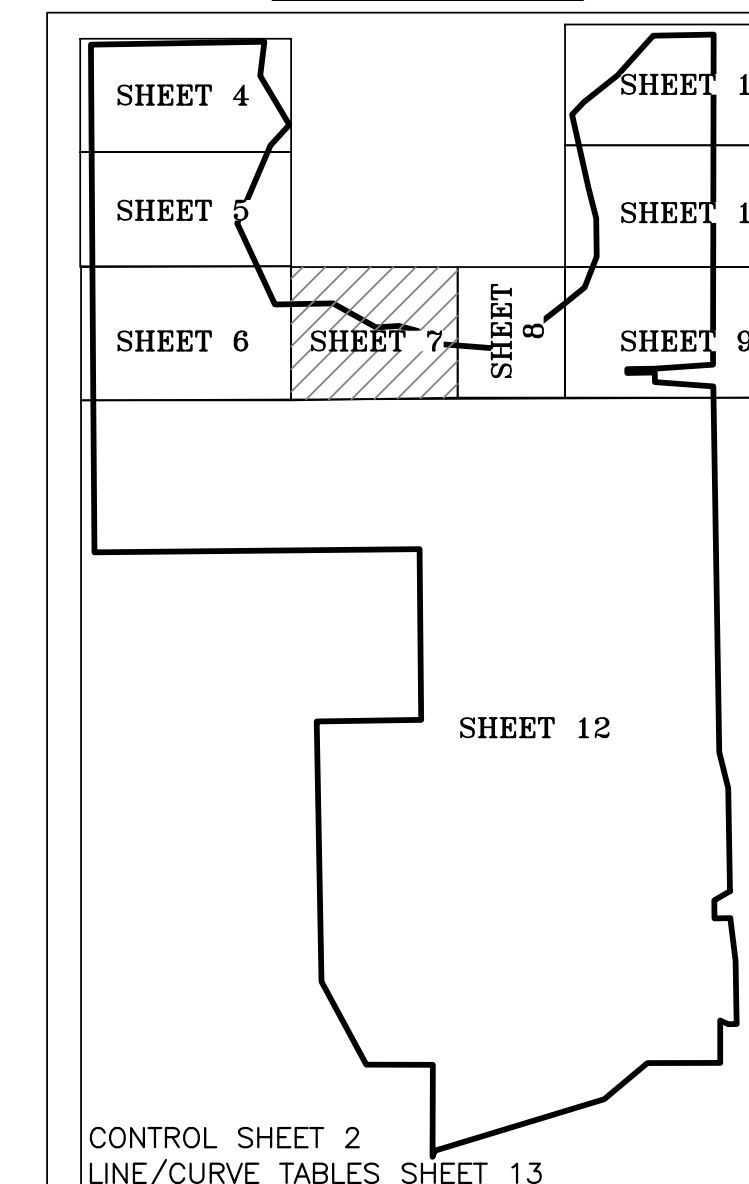
TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO

CONTAINING 586.072 ACRES±

SHEET 7 OF 13



SHEET INDEX



LEGEND

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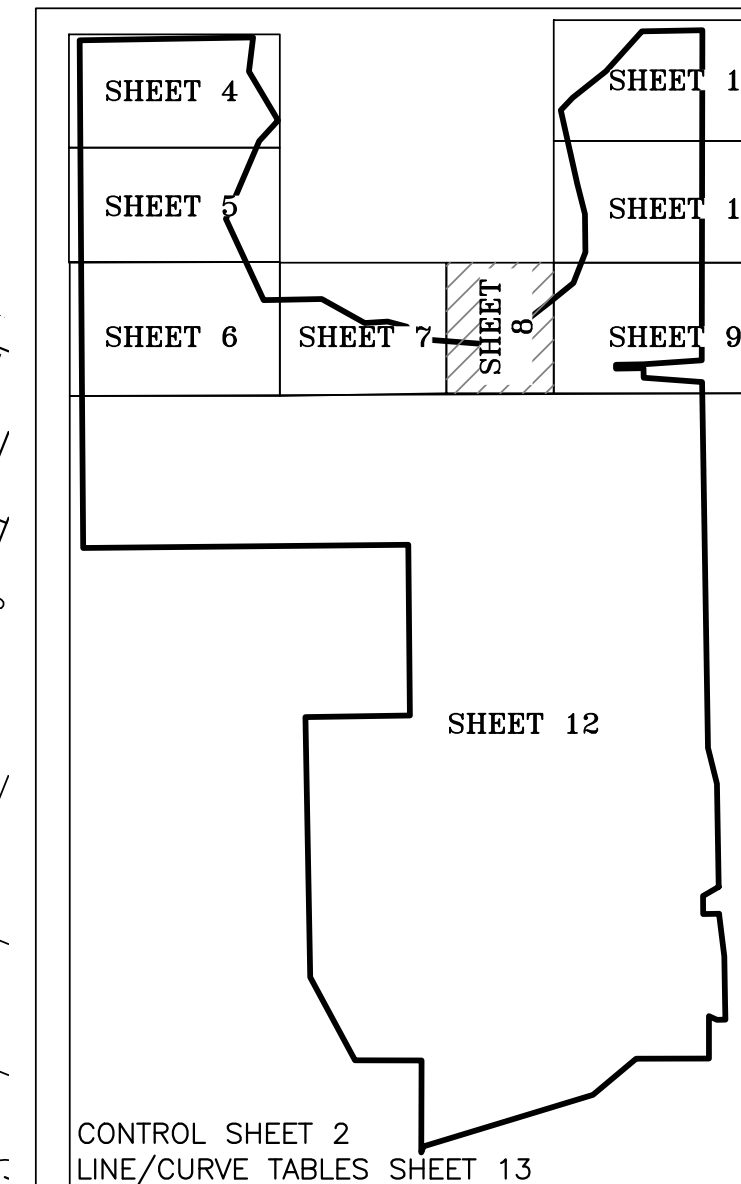
WATERFRONT FILING NO. 1

FINAL PLAT

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TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO
CONTAINING 586.072 ACRES±

SHEET 8 OF 13

SHEET INDEX



SEE SHEET 9

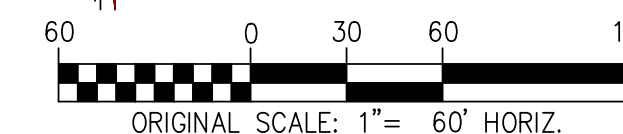
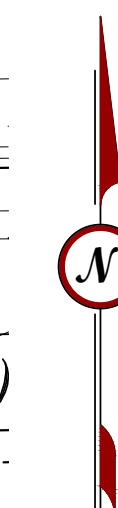
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**LOCATED IN THE SOUTH HALF OF SECTION 27 AND SECTION 34, TOWNSHIP 3 NORTH, AND THE
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TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO
CONTAINING 586.072 ACRES±**

SEE SHEET 10



- SECTION LINE
BOUNDARY LINE
RIGHT-OF-WAY
LOT LINE
EXISTING EASEMENT
EASEMENT BY FINAL PLAT
100 YEAR FLOODPLAIN

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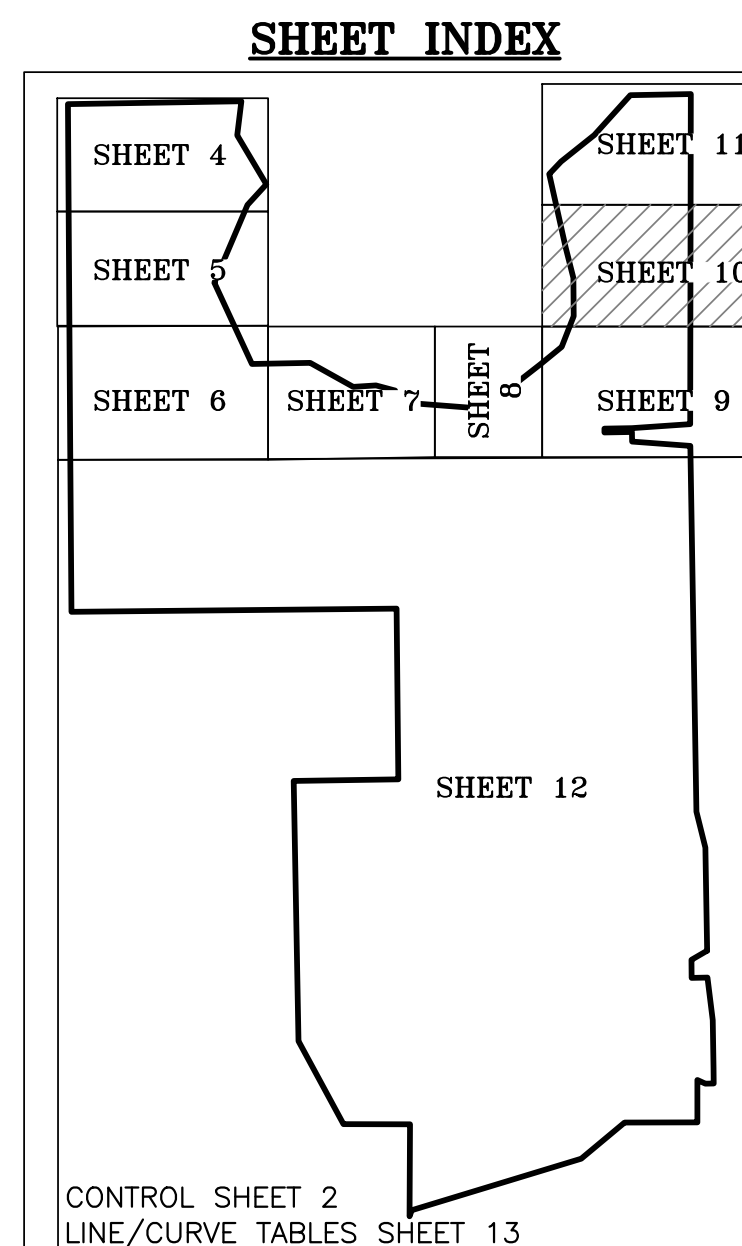


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FINAL PLAT

SHEET 10 OF 13

SEE SHEET 11



LEGEND

-  FOUND ALIQUOT CORNER (AS DESCRIBED ON SHEET 2)
-  #5x18" REBAR AND 1.5" YELLOW PLASTIC CAP PLS 34580
-  FOUND MONUMENT AS DESCRIBED
-  ^{AC} FOUND ALUMINUM CAP AS DESCRIBED
-  FOUND PIN & CAP AS DESCRIBED
-  # BLOCK NUMBER

SECTION LINE
BOUNDARY LINE
RIGHT-OF-WAY
LOT LINE

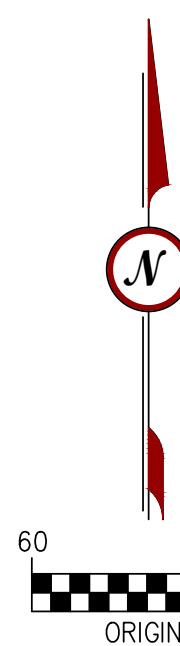
EXISTING EASEMENT

EASEMENT BY FINAL PLAT

100 YEAR FLOODPLAIN
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REC.=RECEPTION
U.E.=UTILITY EASEMENT
*=PUBLIC RIGHT-OF-WAY



ORIGINAL SCALE: 1"= 60' HORIZ.

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SHEET 11 OF 13



SHEET 12 OF 13



WATERFRONT FILING NO. 1

FINAL PLAT

LOCATED IN THE SOUTH HALF OF SECTION 27 AND SECTION 34, TOWNSHIP 3 NORTH, AND THE NORTH HALF OF SECTION 3, TOWNSHIP 2 NORTH, ALL OF RANGE 68 WEST 6TH P.M. TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO CONTAINING 586.072 ACRES±

SHEET 13 OF 13

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	67.54'	43.00'	090°00'00"	S44°37'36"W	60.81'
C2	67.54'	43.00'	090°00'00"	N45°22'24"W	60.81'
C3	67.54'	43.00'	090°00'00"	N44°37'36"E	60.81'
C4	171.16'	81.00'	121°04'07"	N45°22'24"W	141.05'
C5	31.45'	138.00'	015°32'03"	N80°37'20"E	31.39'
C6	29.28'	81.00'	020°42'36"	S84°26'51"W	29.12'
C7	40.00'	81.00'	028°17'31"	N71°03'06"W	39.59'
C8	45.00'	81.00'	031°50'00"	N40°59'20"W	44.43'
C9	53.97'	81.00'	038°10'34"	N5°59'03"W	52.98'
C10	2.91'	81.00'	002°03'26"	N14°07'56"E	2.91'
C11	37.42'	138.00'	015°32'03"	S72°33'38"W	37.30'
C12	37.42'	138.00'	015°32'03"	S80°38'26"E	37.30'
C13	4.63'	138.00'	001°55'20"	S1°20'04"E	4.63'
C14	32.79'	138.00'	013°36'43"	S9°06'06"E	32.71'
C15	75.34'	81.00'	053°17'41"	N10°44'23"E	72.66'
C16	27.84'	81.00'	019°41'44"	N6°03'36"W	27.71'
C17	47.50'	81.00'	033°35'58"	N20°35'15"E	46.82'
C18	95.81'	81.00'	067°46'26"	N71°16'27"E	90.32'
C19	47.50'	81.00'	033°35'58"	N75°26'24"E	46.82'
C20	18.27'	81.00'	012°55'17"	S81°17'59"E	18.23'
C21	12.57'	8.00'	090°00'00"	S44°37'36"W	11.31'
C22	14.40'	16.00'	051°33'55"	S26°09'22"E	13.92'
C23	286.61'	58.00'	283°07'51"	N89°37'36"E	72.11'
C24	30.71'	58.00'	030°20'17"	N38°46'11"W	30.35'
C25	64.26'	58.00'	063°28'51"	N10°08'23"E	61.02'
C26	103.11'	58.00'	101°51'29"	S87°11'26"E	90.06'
C27	63.29'	58.00'	062°31'17"	S5°00'03"E	60.20'
C28	25.24'	58.00'	024°55'56"	S38°43'33"W	25.04'
C29	14.40'	16.00'	051°33'55"	N25°24'34"E	13.92'
C30	12.57'	8.00'	090°00'00"	N45°22'24"W	11.31'
C31	12.57'	8.00'	090°00'00"	S44°37'36"W	11.31'
C32	12.57'	8.00'	090°00'00"	S45°22'24"E	11.31'
C33	47.12'	30.00'	090°00'00"	S45°22'24"E	42.43'
C34	5.88'	43.00'	007°50'29"	S66°40'34"E	5.88'
C35	12.57'	8.00'	090°00'00"	N45°22'24"W	11.31'
C36	12.57'	8.00'	090°00'00"	N44°37'36"E	11.31'
C37	12.57'	8.00'	090°00'00"	N45°22'24"W	11.31'
C38	12.57'	8.00'	090°00'00"	S44°37'36"W	11.31'
C39	12.57'	8.00'	090°00'00"	S45°22'24"E	11.31'
C40	12.57'	8.00'	090°00'00"	N44°37'36"E	11.31'
C41	37.42'	138.00'	015°32'03"	N8°08'26"W	37.30'
C42	14.20'	138.00'	005°53'40"	N12°57'38"W	14.19'
C43	23.22'	138.00'	009°38'24"	N5°11'36"W	23.19'
C44	171.16'	81.00'	121°04'07"	S44°37'36"W	141.05'
C45	46.81'	81.00'	033°06'32"	S0°38'48"W	46.16'
C46	40.00'	81.00'	028°17'39"	S31°20'54"W	39.59'
C47	40.00'	81.00'	028°17'39"	S59°38'33"W	39.59'
C48	44.35'	81.00'	031°22'17"	S89°28'31"W	43.80'
C49	37.42'	138.00'	015°32'03"	S82°36'22"E	37.30'
C50	16.58'	138.00'	006°53'01"	S78°16'51"E	16.57'
C51	20.84'	138.00'	008°39'03"	S86°02'53"E	20.82'
C52	12.57'	8.00'	090°00'00"	N44°37'36"E	11.31'
C53	12.57'	8.00'	090°00'00"	S45°22'24"E	11.31'
C54	20.42'	13.00'	090°00'00"	S44°37'36"W	18.38'
C55	20.42'	13.00'	090°00'00"	N45°22'24"W	18.38'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C56	20.42'	13.00'	090°00'00"	N44°37'36"E	18.38'
C57	12.57'	8.00'	090°00'00"	S45°22'24"E	11.31'
C58	5.96'	138.00'	002°28'29"	N88°23'21"E	5.96'
C59	12.57'	8.00'	090°00'00"	S44°37'36"W	11.31'
C60	37.42'	138.00'	015°32'03"	N82°36'22"W	37.30'
C61	30.05'	81.00'	021°15'11"	N48°00'49"E	29.87'
C62	156.34'	81.00'	110°35'21"	S30°50'11"E	133.18'
C63	14.82'	81.00'	010°28'46"	S29°41'52"W	14.79'
C64	75.65'	81.00'	053°30'37"	S69°17'43"E	72.93'
C65	44.52'	81.00'	031°29'41"	S26°47'33"E	43.97'
C66	37.05'	81.00'	026°12'22"	S20°33'28"W	36.73'
C67	37.42'	138.00'	015°32'03"	N72°23'38"E	37.30'
C68	26.75'	138.00'	011°06'27"	N9°36'26"E	26.71'
C69	10.66'	138.00'	004°25'36"	N1°50'24"E	10.66'
C70	84.20'	250.00'	019°17'53"	S9°45'16"W	83.81'
C71	12.57'	8.00'	090°00'00"	N44°37'36"E	11.31'
C72	12.57'	8.00'	090°00'00"	S45°22'24"E	11.31'
C73	12.57'	8.00'	090°00'00"	S44°37'36"W	11.31'
C74	39.27'	25.00'	090°00'00"	S44°37'36"W	35.36'
C75	20.42'	13.00'	090°00'00"	N45°22'24"W	18.38'
C76	37.42'	138.00'	015°32'03"	N81°51'34"E	37.30'
C77	171.16'	81.00'	121°04'07"	N45°22'24"W	141.05'
C78	4.20'	81.00'	002°58'05"	S75°34'35"W	4.20'
C79	55.99'	81.00'	039°36'22"	N83°08'12"W	54.88'
C80	52.31'	81.00'	010°48'56"	N44°50'00"W	51.40'
C81	57.94'	81.00'	040°59'10"	N5°50'25"W	56.72'
C82	0.72'	81.00'	000°30'29"	N14°54'25"E	0.72'
C83	37.42'	138.00'	015°32'03"	S72°33'38"W	37.30'
C84	12.57'	8.00'	090°00'00"	N44°37'36"E	11.31'
C85	12.57'	8.00'	090°00'00"	S45°22'24"E	11.31'
C86	34.41'	283.00'	006°57'59"	N86°53'25"W	34.39'
C87	40.96'	217.00'	010°48'56"	N44°50'00"W	40.90'
C88	12.57'	8.00'	090°00'00"	S44°37'36"W	11.31'
C89	12.57'	8.00'	090°00'00"	N45°22'24"W	11.31'
C90	12.57'	8.00'	090°00'00"	S44°37'36"W	11.31'
C91	12.57'	8.00'	090°00'00"	N45°22'24"W	11.31'
C92	37.42'	138.00'	015°32'03"	S81°51'34"W	37.30'
C93	13.94'	81.00'	009°51'26"	N79°01'16"E	13.92'
C94	171.16'	81.00'	121°04'07"	S45°22'24"E	141.05'
C95	111.34'	280.00'	022°47'03"	S10°30'36"W	110.61'
C96	14.52'	280.00'	002°58'18"	S0°36'14"W	14.52'
C97	50.00'	280.00'	010°13'52"	S71°21°8"W	49.93'
C98	46.82'	280.00'	009°34'53"	S17°06'41"W	46.77'
C99	87.47'	220.00'	022°46'50"	S10°30'43"W	86.90'
C100	65.50'	220.00'	017°03'35"	S13°22'20"W	65.26'
C101	21.97'	220.00'	005°43'15"	S1°58'55"W	21.96'
C102	67.54'	43.00'	090°00'00"	N25°35'48"W	60.81'
C103	45.00'	81.00'	031°49'52"	N18°09'44"E	44.42'
C104	24.99'	81.00'	017°40'32"	N6°33'28"W	24.89'
C105	37.42'	138.00'	015°32'03"	S73°39'42"E	37.30'
C106	25.72'	138.00'	010°40'48"	S10°05'20"E	25.69'
C107	11.69'	138.00'	004°51'16"	S21°9'18"E	11.69'
C108	74.10'	220.00'	019°17'53"	S9°45'16"W	73.75'
C109	53.65'	220.00'	013°58'22"	S7°05'31"W	53.52'
C110	37.42'	138.00'	015°32'03"	N83°06'40"W	37.30'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C111	23.10'	138.00'	009°35'23"	N86°05'00"W	23.07'
C112	14.32'	138.00'	005°56'40"	N78°18'59"W	14.31'
C113	169.77'	81.00'	120°05'05"	N44°36'49"E	140.36'
C114	34.35'	81.00'	024°17'45"	S87°29'31"E	34.09'
C115	39.40'	81.00'	027°52'11"	N66°25'30"E	39.01'
C116	39.43'	81.00'	027°53'28"	N38°32'41"E	39.04'
C117	39.47'	81.00'	027°55'20"	N10°38'17"E	39.08'
C118	17.11'	81.00'	012°06'21"	N9°22'33"W	17.08'
C119	39.27'	25.00'	090°00'13"	N44°07'11"E	35.36'
C120	39.27'	25.00'	090°00'00"	S45°52'42"E	35.36'
C121	140.34'	81.00'	099°16'19"	N33°59'46"W	123.43'
C122	37.42'	138.00'	015°32'03"	N75°21'21"W	37.30'
C123	37.42'	138.00'	015°32'03"	S75°51'54"E	37.30'
C124	22.52'	138.00'	009°20'54"	S72°46'19"E	22.49'
C125	14.90'	138.00'	006°11'09"	S80°32'21"E	14.89'
C126	38.08'	81.00'	026°56'15"	N70°09'48"W	37.73'
C127	45.60'	81.00'	032°15'19"	N40°34'01"W	45.00'
C128	43.37'	81.00'	030°40'35"	N9°06'05"W	42.85'
C129	13.29'	81.00'	009°24'10"	N10°56'18"E	13.28'
C130	12.57'	8.00'	090°00'00"	S66°54'08"W	11.31'
C131	12.57'	8.00'	090°00'00"	S23°05'52"E	11.31'
C132	12.57'	8.00'	090°00'00"	S66°54'08"W	11.31'
C133	106.51'	280.00'	021°47'41"	S78°59'08"E	105.87'
C134	9.81'	280.00'	002°00'30"	S69°05'33"E	9.81'
C135	50.46'	280.00'	010°19'33"	N75°15'34"E	50.39'
C136	46.23'	280.00'	009°27'38"	S85°09'09"E	46.18'
C137	37.42'	138.00'	015°32'03"	N82°07'39"W	37.30'
C138	171.16'	81.00'	121°04'07"	N45°06'20"E	141.05'
C139	1.24'	81.00'	000°52'32"	S74°47'53"E	1.24'
C140	99.93'	81.00'	070°41'11"	N69°25'15"E	93.71'
C141	20.45'	220.00'	005°19'30"	S16°44'27"W	20.44'
C142	37.42'	138.00'	015°32'03"	N61°43'52"W	37.30'
C143	9.38'	138.00'	003°53'44"	S21°21'04"W	9.38'
C144	28.03'	138.00'	011°38'20"	S29°07'06"W	27.98'
C145	20.42'	13.00'	090°00'00"	N45°06'20"E	18.38'
C146	83.69'	220.00'	021°47'48"	S78°59'46"E	83.19'
C147	71.92'	220.00'	018°43'53"	S80°31'44"E	71.60'
C148	11.77'	220.00'	003°03'55"	S69°37'50"E	11.77'
C149	106.52'	280.00'	021°47'48"	S78°59'46"E	105.88'
C150	22.15'	280.00'	004°31'55"	S70°21'50"E	22.14'
C151	55.41'	280.00'	011°20'16"	S78°17'56"E	55.32'
C152	28.96'	280.00'	005°55'37"	S86°55'52"E	28.95'
C153	83.69'	220.00'	021°47'48"	S78°59'46"E	83.19'
C154	41.85'	220.00'	010°53'54"	S73°32'49"E	41.78'
C155	41.85'	220.00'	010°53'54"	S84°26'43"E	41.78'
C156	12.21'	280.00'	002°29'56"	N20°39'10"E	12.21'
C157	9.59'	220.00'	002°29'56"	N20°39'10"E	9.59'
C158	12.57'	8.00'	090°00'00"	S23°05'52"E	11.31'
C159	12.57'	8.00'	090°00'00"	S66°54'08"W	11.31'
C160	171.16'	81.00'	121°04'07"	N25°35'48"W	141.05'
C161	22.68'	81.00'	016°02'46"	N26°54'52"E	22.61'
C162	47.64'	81.00'	033°41'50"	S21°05'34"E	46.95'
C163	48.00'	81.00'	033°57'11"	N31°46'56"W	47.30'
C164	48.00'	81.00'	033°57'11"	N65°44'07"W	47.30'
C165	4.83'	81.00'	003°25'09"	N84°25'17"W	4.83'

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Agenda Item Summary

MEETING DATE: November 1, 2022

SUBJECT: **Ordinance No. 1016** – An Ordinance of the Town of Mead, Colorado, Amending Chapter 12 of the Mead Municipal Code, Regarding General Improvement Districts

PRESENTED BY: Marcus McAskin, Town Attorney

SUMMARY

The draft ordinance regarding general improvement district (GID) regulations (the “Proposed Ordinance” was first presented to the Board of Trustees at the August 29, 2022 regular meeting. The Proposed Ordinance was also reviewed and discussed at the November 1, 2022 work session.

The Board is scheduled to consider the Proposed Ordinance adopting a new Article IV of Chapter 12 of the Mead Municipal Code (“MMC”) at the November 1, 2022 regular meeting. If adopted, the new regulations codified in Article IV of Chapter 12 of the MMC will include certain requirements and procedures relating to the efficient formation and operation of GIDs in the Town.

Town Staff recommends adoption of the Proposed Ordinance.

FINANCIAL CONSIDERATIONS

N/A.

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the November 1, 2022, consent agenda, will approve the Proposed Ordinance. If the Proposed Ordinance is removed from the consent agenda, the suggested motion is:

“I move to adopt Ordinance No. 1016 – An Ordinance of the Town of Mead, Colorado, Amending Chapter 12 of the Mead Municipal Code, Regarding General Improvement Districts.”

ATTACHMENTS

Ordinance No. 1016

TOWN OF MEAD, COLORADO
ORDINANCE NO. 1016
AN ORDINANCE OF THE TOWN OF MEAD, COLORADO,
AMENDING CHAPTER 12 OF THE MEAD MUNICIPAL CODE,
REGARDING GENERAL IMPROVEMENT DISTRICTS

WHEREAS, the State of Colorado has adopted legislation governing the creation of general improvement districts for the purpose of acquiring, constructing, installing, operating or maintaining public improvements or providing certain municipal services; and

WHEREAS, the Town desires to support and encourage the establishment of general improvement districts for the purpose of acquiring, constructing, installing, operating or maintaining those public improvements or providing those municipal services that are necessary to protect and enhance the health, safety and welfare of the inhabitants of the Town, particularly for development or redevelopment projects that do not seek the establishment of a Title 32 metropolitan district organized pursuant to Chapter 12 of the *Mead Municipal Code* (“MMC”) and C.R.S. §§ 32-1-101, et seq.; and

WHEREAS, the Board of Trustees discussed regulatory recommendations regarding general improvement districts (“GIDs”) at the August 29, 2022 regular meeting, including the development and adoption of an ordinance governing the formation and operation of GIDs within the Town; and

WHEREAS, at the August 29, 2022 regular meeting, the Board of Trustees also discussed a draft of the Town of Mead General Improvement Districts Policy; and

WHEREAS, the Board of Trustees further discussed reviewed this Ordinance and the proposed Policy at the November 1, 2022 work session; and

WHEREAS, the Board of Trustees desires to amend the MMC in order to add provisions related to the creation and operation of GIDs within the boundaries of the Town in order to assist the Town with furthering certain policy goals, including but not limited to the following:

- (a) To utilize GIDs as one mechanism to assist with the long-term maintenance of public infrastructure,
- (b) To encourage the development and administration of intergovernmental agreements between the Town and GIDs to address major public infrastructure projects,
- (c) To ensure equity and fairness regarding the imposition and collection of the Town O&M Mill Levy required by Chapter 12 of the MMC (“Improvement and Metropolitan Districts”), and
- (d) To ensure that new growth pays its own way and contributes equitably to the Town’s ongoing administrative expenses, as well as operations and maintenance expenses associated with public improvements located within or without the boundaries of a GID and which directly or indirectly serve development within a GID; and

WHEREAS, the Board of Trustees finds that this Ordinance is promulgated for the health, safety, and welfare of the public, and is necessary for the preservation of health and safety and for the protection of public convenience and welfare.

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

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

Section 2. The title of Chapter 12 of the MMC, is amended to read as follows with deletions shown in ~~striketrough~~ and additions shown in underline:

Chapter 12 – IMPROVEMENT AND METROPOLITAN DISTRICTS

Section 3. The title of Article I, Chapter 12 of the MMC, is hereby amended to read as follows with additions shown in underline and deletions in ~~striketrough~~:

Article I – Metropolitan Districts ~~In General~~

Section 4. The title of Article II, Chapter 12 of the MMC, is hereby amended to read as follows with additions shown in underline:

Article II – Metropolitan District Formation

Section 5. The title of Article III, Chapter 12 of the MMC, is hereby amended to read as follows with additions shown in underline:

Article III – Metropolitan District Post-Formation Compliance

Section 6. Chapter 12 of the MMC is hereby amended to include a new Article IV titled “General Improvement Districts” as specifically set forth in Attachment A to this Ordinance, attached and incorporated by reference.

Section 7. Effective Date. This Ordinance shall be published and become effective as provided by law.

Section 8. Safety Clause. The Board of Trustees hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the Town of Mead, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Trustees further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 9. Remaining provisions. Except as specifically amended hereby, all other provisions of the MMC shall continue in full force and effect.

Section 10. Codification amendments. The codifier of the MMC is hereby authorized to make such numerical, technical and formatting changes as may be necessary to incorporate the provisions of this Ordinance (including Attachment A) within the MMC.

Section 11. Severability. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Ordinance. The Board of Trustees hereby declares that it would have passed the Ordinance including each part, section, subsection, sentence, clause or phrase thereof,

irrespective of the fact that one or more part, section, subsection, sentence, clause or phrase is declared invalid.

Section 12. Repealer. All ordinances or resolutions, or parts thereof, in conflict with this Ordinance are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such ordinance nor revive any ordinance thereby.

Section 13. Certification. The Town Clerk shall certify to the passage of this Ordinance and make not less than one copy of this Ordinance available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 1st DAY OF NOVEMBER, 2022.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

Attachment A

Text of new Article IV to Chapter 12 of MMC

Article IV – General Improvement Districts

Sec. 12-4-10. – Purpose.

The State has adopted legislation governing the creation of general improvement districts for the purpose of acquiring, constructing, installing, operating or maintaining public improvements or providing certain municipal services. The purpose of this Article is to establish procedures for the efficient creation and operation of such general improvement districts within the Town.

Sec. 12-4-20. - Statement of policy.

It is the policy of the Town to support and encourage the establishment of general improvement districts for the purpose of acquiring, constructing, installing, operating or maintaining those public improvements or providing those municipal services that are necessary to protect and enhance the health, safety and welfare of the inhabitants of the Town, and to further support and encourage the establishment of general improvement districts for development or redevelopment projects that do not seek the establishment of a Title 32 metropolitan district organized pursuant to this Chapter and C.R.S. §§ 32-1-101, et seq.

As set forth in the Town of Mead Comprehensive Plan (“Comprehensive Plan”), the Town must strengthen its tax base in order to thrive economically. Policy 1A set forth under the Thoughtful Community Planning, Facilities and Services (TCPFS) Vision Statement portion of the Comprehensive Plan encourages the development and maintenance of mechanisms to provide for maintenance of public infrastructure, buildings, equipment and land. Policy goals of this Article include the following:

- (a) To utilize GIDs as one mechanism to assist with the long-term maintenance of public infrastructure in accordance with policy goals set forth in the Comprehensive Plan,
- (b) To encourage the development and administration of Town-GID intergovernmental agreements to address major public infrastructure projects,
- (c) To ensure equity and fairness regarding the imposition and collection of the mill levies required by Chapter 12 of this Code (“Improvement and Metropolitan Districts”). Specifically, the Town desires to support and encourage the establishment of GIDs for development and redevelopment projects that do not seek the establishment of a Title 32 metropolitan district organized pursuant to Article II of this Chapter and C.R.S. §§ 32-1-101, et seq., in order to ensure that the majority of development and redevelopment projects in the Town are subject to either: (1) the Town O&M Mill Levy required to be imposed and collected by Title 32 metropolitan districts pursuant to the requirements of this Chapter, or (2) the Town O&M GID Mill Levy and Town Administrative GID Mill Levy as required by this Article IV, and
- (d) To ensure that new growth pays its own way and contributes equitably to the

Town’s ongoing operations and maintenance expenses associated with public improvements within or without the boundaries of a GID and which directly or indirectly serve development within a GID.

The Town strongly encourages proponents of any proposed GID to contact the Town at the earliest possible time and, in any event, well in advance of filing a petition to establish a GID so that the Town may provide information to assist the proponents in determining whether a GID is the most appropriate funding mechanism for the proposed improvements, and whether the Town is likely to support the establishment of a proposed GID. The Town declares that an important factor in determining whether the Town will support the establishment of a proposed GID is the financial ability of the future residents or property owners of the GID to finance the proposed public improvements or continue to fund the proposed municipal services.

Sec. 12-4-30. - Definitions.

As used in this Article, the following words are defined as follows:

Board of Directors means the Board of Trustees, sitting *ex officio* as the board of directors of a given general improvement district pursuant to C.R.S. § 31-25-609 and this Article.

Board of Trustees means the Board of Trustees of the Town of Mead.

Executive Officer means the Town Manager of the Town, or the Town Manager’s designee.

GID means a general improvement district established pursuant to C.R.S. §§ 31-25-601, et seq.

GID Representative means an individual or entity appointed by the Board of Directors pursuant to Section 12-4-70 of this Article to act on behalf of a given GID. When referring to the representative of a particular GID, the term shall be preceded by the name of the GID (e.g., Town of Mead Elevations 25 GID Representative).

Proponent means those persons proposing formation of a GID within the Town.

Town-GID IGA means an intergovernmental agreement between the Town and GID to memorialize the terms and obligations of the GID petition for organization, and the terms and obligations of this Article, including but not limited to the imposition of the Town Administrative Mill Levy and the Town O&M GID Mill Levy, in a form acceptable to the Board of Trustees and Board of Directors. The current form of Town-GID IGA is on file with the Town Clerk and is available for inspection.

Town Administrative GID Mill Levy means two (2) mills to be imposed and collected by a GID, for purposes of defraying the Town’s ongoing legal and administrative costs including, but not limited to annual budget preparation, annual audit expenses, and finalizing one or more agreements related to the GID or GID operations. Unless alternative language is set forth in the Town-GID IGA, the Town Administrative GID Mill Levy shall be certified annually at a level which generates a minimum amount of seven thousand five hundred dollars (\$7,500.00), which minimum amount may be adjusted for inflation on January 1 of each year following the year in which the GID is organized based on the annual percentage change in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, all items, all urban consumers, or its successor index (“CPI”). The Town Administrative

GID Mill Levy shall be adjusted such that, on or after the adoption of this Article, if there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut, or abatement, the revenues generated by the Town Administrative GID Mill Levy are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

Town O&M GID Mill Levy means three (3) mills to be imposed and collected by a GID, for purposes of defraying the Town's ongoing operations and maintenance expenses associated with public improvements within or without the boundaries of the GID and which directly or indirectly serve development within the GID. The Town O&M GID Mill Levy shall be adjusted such that, on or after the adoption of this Article, if there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut, or abatement, the revenues generated by the Town O&M GID Mill Levy are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

Sec. 12-4-40. - Applicability and requirements.

- (a) Unless otherwise indicated, this Article shall apply to all general improvement districts within the Town, whether such districts were established before or after the adoption of this Article.
- (b) This Article shall not apply to special improvement districts established pursuant to C.R.S. §§ 31-25-501, et seq., or to metropolitan districts organized pursuant to C.R.S. §§ 32-1-101, et seq.
- (c) The Town reserves the right to require the submission of a GID petition for organization for any new development or redevelopment project located in the Town that is not seeking the establishment of a Title 32 metropolitan district organized pursuant to this Chapter and C.R.S. §§ 32-1-101, et seq. to assist with the financing of project infrastructure and will not therefore contribute the Town O&M Mill Levy to the Town in accordance with the requirement set forth in this Chapter. The Town reserves the right to take one or any of the following actions if a landowner proposing a development or redevelopment project within Town boundaries fails to submit a GID petition for organization to the Town in a timely fashion or otherwise fails to cooperate with the Town toward organizing and financially empowering the GID to assist the Town with meeting the policy goals set forth in this Article:
 - (1) Delay the processing of any pending land development related application(s);
 - (2) Issue stop work orders;
 - (3) Refuse to issue or approve any land development permit, including but not limited to, right-of-way access, street cut, over-lot grading or building permits, temporary certificates of occupancy or certificates of occupancy.
- (d) Any GID petition for organization submitted to the Town shall contain all

information required by state law, be in a form approved by the Town Attorney, and shall include language requiring the imposition of the Town Administrative GID Mill Levy and Town O&M GID Mill Levy.

- (e) Any Proponent is advised to consult with independent legal counsel prior to initiating the GID formation process. All Proponents must file the completed petition for organization of a GID with the Town Clerk on or before May 1st of the calendar year in which the GID is proposed for formation, unless that date is waived in writing by the Town Manager or his or her designee.

Sec. 12-4-50. - GID formation and election.

The organization of GIDs in the Town shall follow the procedures set forth in state law, C.R.S. §§ 31-25-601 et seq., as may be amended from time to time, including bond, petition, and hearing, as applicable.

Sec. 12-4-60. – Town-GID IGA.

Each GID shall execute the Town-GID IGA within one hundred eighty (180) days of adoption of the ordinance establishing the GID. The Town-GID IGA shall be in the form approved by the Town Board of Trustees.

Sec. 12-4-70. - GID representatives.

- (a) At the time of establishment of a GID or at such other time as designated by the Board of Directors, the Board of Directors may, by resolution, appoint one (1) or more individuals or entities to serve as the GID Representative. In the case of a GID with boundaries in common with the boundaries of a homeowners' or property owners' association, the Board of Directors may, but is not required to, appoint an officer of the homeowners' or property owners' association as the GID Representative.
- (b) The GID Representative shall be:
 - (1) A resident of the GID; or
 - (2) A nonresident of the GID acceptable to the Town.
- (c) The specific powers and duties of the GID Representative shall be set forth in the resolution appointing the Representative, and may include, among other duties, communicating with and reporting to the Executive Officer of the GID concerning the status of improvements and/or services within the GID.
- (d) Nothing in this Section shall be construed so as to authorize the GID Representative to enter into contracts on behalf of the GID, except as may be provided by the Board of Directors in the resolution appointing the GID Representative, or in any subsequent resolution of the Board of Directors amending the specific powers and duties of the GID Representative.
- (e) If a GID Representative is appointed for a specific GID, the Executive Officer shall meet with each GID Representative on no less than an annual basis or on such other schedule as may be appropriate in order to review the status of the

public improvements or services provided by the GID and to discuss other issues requiring coordination by and between the GID and the Town.

- (f) It shall be the obligation of the GID Representative, or for those GIDs with boundaries in common with the boundaries of a homeowners' or property owners' association, the obligation of such homeowners' or property owners' association, to notify the Town of the resignation or departure of any duly appointed GID Representative so that a replacement may be considered for appointment at the earliest practicable time, if and to the extent applicable.

Sec. 12-4-80. - Authority of Executive Officer.

- (a) The Executive Officer shall have full and complete authority to carry out the administrative affairs of the GIDs, and to implement the legislative policies, ordinances, resolutions and directives of the Board of Directors, subject only to any limitations imposed by the Board of Directors, this Code, ordinances and resolutions of the Town, and state law. Without limiting the foregoing general authority, the Executive Officer shall be specifically authorized to exercise the following authority:
 - (1) To execute on behalf of the GID all contracts, agreements and purchase orders for goods and services, provided that sufficient funds have been appropriated by the Board of Directors and the value of the GID project, including all related contracts, agreements, purchase orders and/or permits necessary for the completion of the project, does not exceed twenty-five thousand dollars (\$25,000.00).
 - (2) Approve payment by the Town or Town Treasurer of invoices submitted for goods supplied and/or services rendered pursuant to any lawful contract, agreement or purchase order of the GID. Upon receipt of any such invoice, the Executive Officer shall determine and indicate whether the invoice is within his or her authority to approve and whether the invoice was submitted pursuant to a valid contract, agreement or purchase order with the GID before forwarding the invoice to the Town Treasurer for payment.
 - (3) To grant and accept on each GID's behalf all easements, licenses and other interests in real property so long as the interest granted is subordinate to and does not substantially impair the GID's use of the property.
 - (4) To approve and process all documentation and tasks necessary to conduct the financial affairs of the GID, including but not limited to all operations associated with banking and investment of GID funds, authorizing the distribution of accounts payable, preparing and filing reports and statements, preparing GID annual budgets and supplemental budgets for consideration by the Board of Directors and certifying GID mill levies to Weld County upon approval by the Board of Directors.
 - (5) To promulgate all administrative policies of the GIDs, including but not limited to financial, recordkeeping and purchasing policies, consistent with all applicable federal, state and local laws. All such policies shall be

effective upon approval of the Town Manager, which approval shall be subject to ratification, including modification prior to ratification, by the Board of Directors.

(6) To exercise such other administrative powers and functions consistent with Sec. 2-3-120 of this Code and C.R.S. § 31-25-611, as the same may be amended from time to time.

- (b) Unless otherwise prohibited by state law, the Town Attorney may, at the direction of the Town Manager, provide legal advice and services to any and all GIDs within the Town. The cost of any such legal services shall be allocated to the individual GID at a rate to be approved by the Town Manager, which rate shall not exceed the rate charged to the Town for similar services.

Sec. 12-4-90. - Procurement of services.

Except as otherwise provided by state law, and at the direction of the Executive Officer, no competitive bidding process shall be required for the procurement of services for a GID. The Executive Officer shall have the discretion to consider and implement a competitive bidding process when circumstances warrant and time permits.

Sec. 12-4-100. - Dissolution of General Improvement District - Procedure.

If, following formation of any GID, the GID Board of Directors decides that the GID has fulfilled its purposes or that it is otherwise in the best interest of the Town, the GID, and all other concerned parties that the GID be dissolved, the Board of Directors may dissolve the GID after notice, hearing, and adoption of an ordinance in accordance with C.R.S. § 31-25-625.

- (a) In addition to public notice of said hearing as required by law, the GID Representative, if any, shall be notified in writing of the date, time and place of the public hearing a minimum of forty-five (45) days in advance of the scheduled hearing in order that the GID Representative may:
 - (1) meet with members of Town Staff to afford the GID Representative and Town Staff the opportunity to discuss the pros and cons of the proposed dissolution; and
 - (2) be given the opportunity to attend the public hearing and provide the GID Board of Directors with the position of the development or neighborhood served by the GID on the matter of the proposed dissolution.
- (b) If the dissolution of a GID is approved, a certified copy of the ordinance effecting such dissolution shall be recorded in the real property records of Weld County, Colorado, in accordance with C.R.S. § 31-25-625.



Agenda Item Summary

MEETING DATE: November 1, 2022

SUBJECT: **Resolution No. 82-R-2022** – A Resolution of the Town of Mead, Colorado, Adopting the Town of Mead General Improvement Districts Policy

PRESENTED BY: Marcus McAskin, Town Attorney

SUMMARY

The Town of Mead General Improvement District Policy (the “Policy”) was first presented to the Board of Trustees at the August 29, 2022 regular meeting. The Policy was also reviewed and discussed at the November 1, 2022 work session.

The Board is scheduled to consider an ordinance adopting a new Article IV of Chapter 12 of the Mead Municipal Code (“MMC”) at the November 1, 2022 regular meeting regarding general improvement districts (“GIDs”). If adopted, the new MMC regulations will set for certain requirements and procedures relating to the efficient formation and operation of GIDs in the Town.

The Policy is intended to provide additional guidance to those individuals or groups that may consider the formation of a GID in the future (as an alternative to a Title 32 metropolitan district). The Policy contains two exhibits:

Exhibit 1 – document titled “Formation of General Improvement Districts (GIDs) in the Town of Mead

Exhibit 2 – document titled “Sample Ballot: GID TABOR Election”

Resolution No. 82-R-2022 adopts the Policy.

FINANCIAL CONSIDERATIONS

N/A.

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the November 1, 2022, consent agenda, will approve this item. If the resolution is removed from the consent agenda, the suggested motion is:

“I move to adopt Resolution No. 82-R-2022 – A Resolution of the Town of Mead, Colorado, Adopting the Town of Mead General Improvement Districts Policy.”

ATTACHMENTS

Resolution No. 82-R-2022

Exhibit A to Resolution (Town of Mead General Improvement Districts Policy)

Exhibit 1 to Policy (Formation of General Improvement Districts in the Town of Mead)

Exhibit 2 to Policy (Sample Ballot: GID TABOR Election)

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 82-R-2022**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO,
ADOPTING THE TOWN OF MEAD GENERAL IMPROVEMENT
DISTRICTS POLICY**

WHEREAS, the State of Colorado has adopted legislation governing the creation of general improvement districts (GIDs) in municipalities (Section 31-25-601, et seq., C.R.S.); and

WHEREAS, the Board has adopted an ordinance codifying, as Article IV of Chapter 12 of the *Mead Municipal Code* (“MMC”) additional requirements and procedures for efficient formation and operation of GIDs in the Town, as well as Town-specific policies relating to GIDs, to clarify and supplement applicable state law; and

WHEREAS, the Board desires to adopt the *Town of Mead General Improvement Districts Policy* (the “Policy”) to provide additional guidance and a concise resource regarding state regulations and Town policies governing the organization and operation of GIDs in the Town of Mead; and

WHEREAS, the Board desires to adopt the Policy in the form attached to this Resolution as **Exhibit A**.

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 adopts the Policy in the form attached hereto as **Exhibit A**. The Board reserves the right to amend the Policy from time to time. Any amendments to the Policy shall be memorialized by adoption of a resolution of the Board considered at a regular or special meeting of the Board.

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 1st DAY OF NOVEMBER 2022

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen G. Whitlow, Mayor

EXHIBIT A

TOWN OF MEAD GENERAL IMPROVEMENT DISTRICTS POLICY

[Attached.]

TOWN OF MEAD, COLORADO

GENERAL IMPROVEMENT DISTRICTS POLICY

DATE OF POLICY/REVISION:	November 1, 2022
PURPOSE AND INTENT:	To provide a policy and direction to Town Staff related to the formation of future general improvement districts (GIDs) in the Town.
SCHEDULED REVIEW AND REVISION:	As deemed necessary or desired by the Town Board of Trustees or upon recommendation of the Town Manager or Town Attorney.
ATTACHMENT(S):	Town publication titled “Formation of General Improvement Districts (GIDs) in the Town of Mead” (<u>Exhibit 1</u>) “Sample Ballot: GID TABOR Election” (<u>Exhibit 2</u>)
REFERENCE(S):	Ordinance No. 1016 (AN ORDINANCE OF THE TOWN OF MEAD, COLORADO, AMENDING CHAPTER 12 OF THE MEAD MUNICIPAL CODE, REGARDING GENERAL IMPROVEMENT DISTRICTS) Article IV, Chapter 12 of <i>Mead Municipal Code</i> C.R.S. § 31-25-601 <i>et seq.</i>

GENERAL IMPROVEMENT DISTRICTS IN THE TOWN OF MEAD

I. BACKGROUND:

The State of Colorado has adopted legislation governing the creation of general improvement districts (GIDs) in municipalities (C.R.S. § 31-25-601, *et seq.*).

GIDs may be formed for the purpose of acquiring, constructing, installing, operating and maintaining any public improvements or providing any services that the Town of Mead is authorized to provide under state law.

By Ordinance No. 1016, the Board of Trustees has adopted procedures for the efficient formation and operation of GIDs in the Town. Section 12-4-20 of the *Mead Municipal Code* (“MMC”) contains the following statement of policy:

Sec. 12-4-20. – Statement of Policy

It is the policy of the Town to support and encourage the establishment of general improvement districts for the purpose of acquiring, constructing, installing, operating or maintaining those public improvements or providing those municipal services that are necessary to protect and enhance the health, safety and welfare of the inhabitants of the Town, and to further support and encourage the establishment of general improvement districts for development or redevelopment projects that do not seek the establishment of a Title 32 metropolitan district organized pursuant to this Chapter and C.R.S. §§ 32-1-101, *et seq.*

As set forth in the Town of Mead Comprehensive Plan (“Comprehensive Plan”), the Town must strengthen its tax base in order to thrive economically. Policy 1A set forth under the Thoughtful Community Planning, Facilities and Services (TCPFS) Vision Statement portion of the Comprehensive Plan encourages the development and maintenance of mechanisms to provide for maintenance of public infrastructure, buildings, equipment and land. Policy goals of this Article include the following:

- (a) To utilize GIDs as one mechanism to assist with the long-term maintenance of public infrastructure in accordance with policy goals set forth in the Comprehensive Plan,
- (b) To encourage the development and administration of Town-GID intergovernmental agreements to address major public infrastructure projects,
- (c) To ensure equity and fairness regarding the imposition and collection of the mill levies required by Chapter 12 of this Code (“Improvement and Metropolitan Districts”). Specifically, the Town desires to support and encourage the establishment of GIDs for development and redevelopment projects that do not seek the establishment of a Title 32

metropolitan district organized pursuant to Article II of this Chapter and C.R.S. §§ 32-1-101, et seq., in order to ensure that the majority of development and redevelopment projects in the Town are subject to either: (1) the Town O&M Mill Levy required to be imposed and collected by Title 32 metropolitan districts pursuant to the requirements of this Chapter, or (2) the Town O&M GID Mill Levy and Town Administrative GID Mill Levy as required by this Article IV, and

- (d) To ensure that new growth pays its own way and contributes equitably to the Town's ongoing operations and maintenance expenses associated with public improvements within or without the boundaries of a GID and which directly or indirectly serve development within a GID.

The Town strongly encourages proponents of any proposed GID to contact the Town at the earliest possible time and, in any event, well in advance of filing a petition to establish a GID so that the Town may provide information to assist the proponents in determining whether a GID is the most appropriate funding mechanism for the proposed improvements, and whether the Town is likely to support the establishment of a proposed GID. The Town declares that an important factor in determining whether the Town will support the establishment of a proposed GID is the financial ability of the future residents or property owners of the GID to finance the proposed public improvements or continue to fund the proposed municipal services

II. ISSUE:

As set forth in the policy statement above, the Town generally supports and encourages the establishment of GIDs for the purpose of installing public improvements or providing services that are necessary to protect and enhance the health, safety and welfare of Town residents and to ensure that new development or redevelopment within the Town pays its own way and contributes equitably to the Town's ongoing administrative expenses as well as operations and maintenance expenses associated with public improvements within or without the boundaries of a GID and which directly or indirectly serve development within a GID.

The purpose of this policy is to establish additional guidelines related to GIDs in the Town, in order to provide additional guidance to Town Staff related to the formation of future GIDs in the Town. The overall intent of this policy is to establish a framework for the formation of GIDs in the Town, in order to assist project owners or developers, neighborhood groups and other stakeholders with understanding the GID formation process. This policy is intended to provide additional guidelines on when, and under what circumstances, the formation of GIDs in the Town of Mead will be supported or required.

III. SCOPE:

The Town Attorney, in cooperation with the Town Clerk and Town Staff has developed a document titled “Formation of General Improvement Districts (GIDs) in the Town of Mead” (the “Formation Guidance Document”), a copy of which is attached to this policy as **Exhibit 1**. The Formation Guidance Document is currently available in the Town Clerk’s office and is intended to provide a thorough overview of the process required to form a GID in the Town.

This policy is intended to build on the Formation Guidance Document and provide additional guidance to both Town Staff and property owners/developers/neighborhood groups seeking to establish a GID within the boundaries of the Town.

IV. POLICY:

- A. The formation of GIDs within the Town will be supported in order to assist with the costs of acquiring, constructing, installing, operating or maintaining public improvements or providing certain municipal services that are necessary to protect and enhance the health, safety and welfare of the inhabitants or taxpayers of the Town. The formation of GIDs within the Town will also be supported in order to ensure that new development or redevelopment projects that do not seek the establishment of a Title 32 metropolitan district organized pursuant to Chapter 12 of the MMC and C.R.S. §§ 32-1-101, et seq., participate equitably toward defraying the Town’s ongoing administrative expenses as well as operations and maintenance expenses associated with public improvements within or without the boundaries of a GID and which directly or indirectly serve development within a GID.
- B. Generally, the improvements or services to be provided by the GID should be related to an essential health, safety or welfare issue including but not limited to funding or replacing critical public infrastructure such as public roadways, intersection improvements, traffic safety improvements, wayfinding signage, water systems, storm water systems, or sanitary sewer systems. GIDs for non-critical public infrastructure or services, such as landscaping and perimeter beautification, will also be considered.
- C. Prior to submittal of an application, any owner/developer/neighborhood group (or other project stakeholder) (“Proponent”) seeking to form a GID within the Town shall contact the Town Clerk and schedule a pre-application meeting. The pre-application meeting will provide Town Staff an opportunity to review the proposed use of the GID, to review financing details of the proposed improvements or services, and to educate the Proponent regarding the GID formation process, including the requirement to hold an election on the question of GID formation and financing mechanisms, including but not limited to the Town Administrative

GID Levy and the Town O&M GID Mill Levy, as those terms are defined in MMC Section 12-4-30.

- D. Any Proponent seeking to form a GID in the Town is advised to consult with independent legal counsel prior to initiating the GID formation process. In accordance with the Formation Guidance Document attached to this policy as **Exhibit 1**, any group proposing the formation of a GID within the Town must file the completed petition with the Town Clerk in accordance with MMC Chapter 12.
- E. The Town will not expend funds on GID creation or organization, unless otherwise approved by the Town's Board of Trustees at a regular or special meeting. A Proponent seeking the formation of a GID will be expected to make a minimum cash deposit of Two Thousand Five Hundred Dollars (\$2,500.00) to defray the Town's initial costs associated with organizational proceedings. An additional cash deposit may be required prior to the Town taking any official action on the petition and a Proponent may be required to reimburse a portion or all of the Town's direct costs in coordinating a GID's organizational election (together, the "GID Formation Fee").
- F. The Board of Trustees shall maintain the discretion to waive some, or all, of the GID Formation Fee where the formation of the proposed GID furthers an important Town policy or objective.
- G. The Board of Trustees shall maintain the discretion to waive some, or all, of the Town O&M GID Mill Levy where the formation of the proposed GID furthers an important Town policy or objective. If waived by the Board of Trustees, the waiver of some or all of the Town O&M GID Mill Levy shall be memorialized in: (1) the ballot issue(s) certified at the GID organizational election, (2) the Town-GID IGA, or (3) a separate written agreement between the Town and the GID.
- H. Any GID petition for organization shall be in a form approved by the Town Attorney, and shall include language requiring the imposition of the Town Administrative GID Levy and the Town O&M GID Mill Levy. Please reference the "Sample Ballot: GID TABOR Election" document attached to this policy as **Exhibit 2** and incorporated herein by reference.
- I. Any and all administrative costs associated including but not limited to annual budget preparation, annual audit expenses, and finalizing one or more agreements related to District operations shall be paid out of the Town Administrative GID Mill Levy.

V. POLICY REVIEW:

The Board of Trustees may review this policy on an as-needed basis, including to ensure that the Town is not incurring a disproportionate share of the costs of administering the GIDs in the Town, and accordingly reserves the right to amend this policy as necessary or appropriate.

Exhibit 1

Formation of General Improvement Districts (GIDs) in the Town of Mead
(attached)

**Exhibit 1 to Town of Mead
General Improvement Districts Policy**



FORMATION OF GENERAL IMPROVEMENT DISTRICTS (GIDs) IN THE TOWN OF MEAD

Formation Process: This document is intended to provide an overview of the process required to form a General Improvement District (“GID”) in the Town of Mead.

Prior to submittal of an application, any property owner/developer/neighborhood group/other proponent(s) seeking to form a GID within the boundaries of the Town shall contact the Town Clerk at **970-535-4477** (<https://www.townofmead.org/townclerk>) to schedule a pre-application meeting. At the pre-application meeting, the Town Clerk and other members of Town Staff will meet with the GID proponents in order to: (1) ensure that a GID is the proper vehicle through which to achieve the goals and funding needs of the Town and the proponents; (2) to provide an overview of the formation process; and (3) review and discuss the election timeline (summarizing the major steps leading up to a November TABOR election) to organize and financially empower the GID.

This summary of the process leading to the formation of a GID is intended to provide broad general answers to the GID formation process. This summary has been prepared for informational purposes only, and any property owner/developer/neighborhood group/other proponent(s) seeking to form a GID in the Town of Mead are advised to consult with legal counsel experienced in these matters prior to initiating the GID formation process.

1. **Petition.** The organization of a GID is initiated by a petition filed in the office of the Town Clerk. The petition shall be signed by not less than thirty percent (30%) or 200 of the “electors”¹

¹ An “elector” is defined as a person who is qualified to register to vote in Colorado general elections and who has been a resident within the boundaries of the proposed GID for not less than 30 days. A nonresident of the proposed GID may qualify as an elector if the individual (or the individual’s spouse) owns taxable real or personal property within the boundaries of the proposed GID. In addition, if the owner of taxable real or personal property within the proposed GID is a business entity (partnership, LLP, LLC, corporation, etc.), the business entity may designate one (1) natural person to function as its “elector” for purposes of participating in the proposed GID’s organizational election. Such designation shall be in writing and filed with the Town Clerk. Only one such person may be designated by an owner. In order to qualify as an “elector” within the GID, a person must be qualified to register to vote in Colorado general elections. Pursuant to § 1-2-101, C.R.S., a person is entitled to vote in Colorado general elections if that person is: (1) a citizen of the United States; (2) 18 years of age or older on the date of the election; and (3) has resided in the precinct in which the person intends to register for a minimum of 30 days prior to the election. However, § 31-25-602(2)(a)(II), C.R.S., allows a nonresident to qualify as an elector of the GID as long as that person (or that person’s spouse) owns taxable real or personal property within the boundaries of the GID.

of the proposed GID, whichever is less. The required contents of a petition are set forth at § 31-25-604(2), C.R.S., and include the following:

- (i) The name of the proposed District (must include the words “Town of Mead” and “General Improvement District”);
- (ii) A general description of the improvements and/or services to be provided by the GID;
- (iii) The estimated cost of the improvements and/or the projected annual cost of the services to be provided by the GID;
- (iv) A general description of the boundaries of the GID (normally a map and legal description will be attached to the petition);
- (v) The names of three persons of the GID who shall represent the GID with regard to preliminary issues which may arise pre-formation;
- (vi) A request for the organization of the GID; and
- (vii) A statement that the boundaries of the proposed GID include at least one hundred electors of the proposed GID, or that the boundaries of the proposed GID contain at least one elector for each five acres of land located within the proposed GID’s boundaries, whichever is applicable.

A sample petition is attached hereto as **Exhibit A**.

In order to ensure that the Town Clerk and Town Staff have adequate time to schedule the public hearing on the matter of the formation of the GID before the Town Board of Trustees (if and as applicable), and coordinate other matters, including the formation/TABOR election, any individual or group proposing the formation of a GID within the Town must file the completed petition with the Town on or before MAY 1st of the calendar year in which the GID is proposed for formation.

2. **Cash Deposit.** At the time the petition is submitted to the Town Clerk (or at any time prior to the public hearing on the sufficiency of the petition), the petitioners are required to make a cash deposit sufficient to pay all costs associated with the organizational proceedings. If the initial cash deposit is insufficient to cover organizational costs (publication, staff review, election costs, etc.), an additional cash deposit may be required of the petitioners prior to the Town taking any formal action on the petition. Those parties seeking to form a GID in the Town of Mead should contact the Town Clerk in order to determine what cash deposit will be required.

3. **Public Hearing.** Upon the filing of the petition with the Town Clerk, the Town Clerk will notify the Board of Trustees that the petition has been filed. As soon as possible after the filing of the petition, the Board of Trustees shall set the place and time for a public hearing on the sufficiency of the petition. By statute, the hearing shall take place between 20 and 40 calendar days after the petition is filed. If the petition is signed by one hundred percent of the owners of taxable real property to be included in the GID and if the petition contains a request for waiver, the Board of Trustees may, at its discretion, waive all or any of the requirements for notice, publication and a hearing set forth in § 31-25-606 and § 31-25-607, as set forth in § 31-25-607(3.5).

4. **Notice Requirements.** If applicable, the Town Clerk shall publish notice of the hearing in a newspaper of general circulation within the proposed GID and shall mail a copy of such notice to each elector of the GID at the elector's last-known address².

5. **Referral to Election.** On the day fixed for the public hearing (if and to the extent applicable), the Board of Trustees shall determine the total number of electors of the GID and the total valuation for assessment of the real and personal property therein. If the Board of Trustees finds that: (a) the petition has been signed and presented in conformity with state statute; and (b) the allegations of the petition are true, then the Board of Trustees shall, by ordinance, adjudicate all questions of jurisdiction and order that the question of organization of the proposed GID and any proposed bond issuance or other TABOR matters (including approval of an annual operating mill levy) be submitted to the electors of the GID at an election held for that purpose³.

An election timeline (summarizing the major steps leading up to a November TABOR election) will be provided by the Town Clerk at the required pre-application meeting.

6. **Election.** If a majority of the votes cast at such election are in favor of the organization, the Board of Trustees shall adopt an ordinance declaring the GID organized⁴. The content for the organizational ballot shall be substantially in the form as provided in **Exhibit 2** of the General Improvement District Policy ("Sample Ballot: GID TABOR Election").

² The notice must be published three (3) times in accordance with § 31-25-602(4), C.R.S. Note: per § 31-25-606(3), C.R.S., the notice must set forth the amount of the proposed indebtedness, if any. In a case where the proposed GID will not issue debt, but rather will collect an annual operating mill levy to pay for services, the proposed operating mill levy should be set forth in the notice, along with the expected tax revenue to be generated in the first year following the year in which the GID's mill levy is certified to the Weld County BOCC.

³ If the formation of the GID and its funding mechanism(s) are approved at an election held for that purpose, the Town Clerk should be instructed to comply with the applicable provisions of § 39-1-110(1)(a), C.R.S., and provide the required notice prior to the July 1 deadline. The GID shall not levy a tax for the calendar year in which it has been organized unless, prior to July 1 of said year, the Weld County Assessor and the Weld County BOCC have been notified of its organization and have received (i) official notice that a tax will be levied for such year, (ii) a legal description of the property included within the GID, and (iii) a map of the GID.

⁴ Upon organization, the GID is deemed to be a political subdivision of the State of Colorado and body corporate. § 31-25-607(4)(d), C.R.S. The ordinance organizing the GID must be recorded within thirty days in the real property records of Weld County. § 31-25-608, C.R.S.

EXHIBIT A (SAMPLE PETITION)

PETITION TO CREATE THE TOWN OF MEAD _____ GENERAL IMPROVEMENT DISTRICT, STATE OF COLORADO

TO: MARY E. STRUTT, TOWN CLERK
BOARD OF TRUSTEES
TOWN OF MEAD, COLORADO

WHEREAS, the undersigned (the "Petitioners") are "electors" of the proposed district as that term is defined at Section 31-25-602(2), C.R.S.; and

WHEREAS, the Petitioners seek to create the Town of Mead General Improvement District, Colorado (the "General Improvement District" or "GID"), pursuant to Part 6 of Article 25 of Title 31, C.R.S., in order to _____ [insert a narrative description of the proposed public improvements or proposed public services to be financed through the proposed GID] (the "Proposed Improvements" or "Proposed Services", as applicable); and

WHEREAS, the estimated cost of the Proposed Improvements/Proposed Services is \$ _____; and

WHEREAS, the boundaries of the GID are generally described as _____; and

WHEREAS, the Petitioners submit this Petition on the express condition that the O&M mill levy set by the GID from time to time for operations and maintenance costs (the "Town O&M GID Mill Levy") not at any time exceed three (3.000) mills; provided however, that the Town O&M GID Mill Levy shall be adjusted to account for any changes in law or the method by which assessed valuation is calculated occurring after January 1, 2023; and

WHEREAS, the Petitioners submit this Petition on the express condition that the administrative mill levy set by the GID from time to time for administrative and legal costs including, but limited to annual budget preparations, annual audit expenses, and finalizing one or more agreements related to GID operations ("Town Administrative GID Mill Levy") not at any time exceed two (2.000) mills; provided however, that the Town Administrative GID Mill Levy shall be adjusted to account for any changes in law or the method by which assessed valuation is calculated occurring after January 1, 2023; and

WHEREAS, Petitioners request that unless alternative language is set forth in the Town-GID IGA (as required by the *Mead Municipal Code*), the Town Administrative GID Mill Levy shall be certified annually at a level which generates a minimum amount of seven thousand five hundred dollars (\$7,500.00), which minimum amount may be adjusted for inflation on January 1 of each year following the year in which the GID is organized based on the annual percentage change in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, all items, all urban consumers, or its successor index ("CPI"); and

WHEREAS, Petitioners submit this Petition on the express condition that the mill levy set by the GID from time to time for debt service costs (whether imposed pursuant to one or more intergovernmental agreements with the Town or one of more reimbursement agreement with _____ [insert entity name], or otherwise) not at any time exceed ____ mills (____.000) (the "Debt Service Mill Levy"); provided however, that

the Debt Service Mill Levy shall be adjusted to account for any changes in law or the method by which assessed valuation is calculated occurring after January 1, 2023; and

WHEREAS, a map of the boundaries of the GID is attached to this Petition as Exhibit A; and

WHEREAS, the boundaries of the GID include at least one hundred registered electors OR the boundaries of the GID include at least one (1) elector for each five acres of land located within the proposed boundaries of the GID, OR the petition is signed by one hundred percent of the owners of taxable real property to be included in the boundaries of the proposed GID; and

WHEREAS, in accordance with Section 31-25-604(2)(e), C.R.S., the three persons who shall represent the Petitioners and who have the power to enter into agreements relating to the organization of the GID are as follows:

_____(name)
_____(address)

_____(name)
_____(address)

_____(name)
_____(address)

WHEREAS, the Petitioners further request, in accordance with Section 31-25-607(4)(a), C.R.S., that the Board of Trustees of the Town of Mead order that the question of the organization of the GID and such other matters as the Board of Trustees deem appropriate including, but not limited to, the approval of matters for which voter approval is required under Section 20 of Article X of the Colorado Constitution, be submitted to the GID electors at an election to be held for that purpose on _____; and

WHEREAS, the boundaries of the GID may be changed in the manner set forth in Section 31-25-618, C.R.S.; and

NOW, THEREFORE, Petitioners request that the Town Clerk give notice of the time, place, and purpose of a public hearing pursuant to Section 31-25-606, C.R.S., and further request that the Town Board of Trustees take all actions necessary to approve the formation of the GID.

The Petition sections follow. All Petition sections, taken together, shall be considered one Petition seeking formation of the GID.

Petition Section # _____

**WARNING:
IT IS AGAINST THE LAW:**

For anyone to sign this Petition with any name other than his or her own or to knowingly sign his or her name more than once for the same measure or to knowingly sign this Petition when not an “elector” within the meaning of Section 31-25-602(2), C.R.S., who is eligible to vote on this measure. Do not sign this Petition unless you are a citizen of Colorado qualified to register to vote and:

- (1) You have been a resident of the area proposed to be included in the GID for not less than thirty days; or**
- (2) You own (or your spouse owns), taxable real or personal property within the area to be included in the GID, whether you reside in such area or not, or, as applicable, you have caused an appropriate designation of elector form to be filed with the Town Clerk of the Town of Mead.**

1	Printed Last Name	Printed First Name	MI	Date of Signature
	Signature	Street Address		City/State/Zip

2	Printed Last Name	Printed First Name	MI	Date of Signature
	Signature	Street Address		City/State/Zip

3	Printed Last Name	Printed First Name	MI	Date of Signature
	Signature	Street Address		City/State/Zip

4	Printed Last Name	Printed First Name	MI	Date of Signature
	Signature	Street Address		City/State/Zip

5	Printed Last Name	Printed First Name	MI	Date of Signature
	Signature	Street Address		City/State/Zip

6	Printed Last Name	Printed First Name	MI	Date of Signature
	Signature	Street Address		City/State/Zip

Petition Section # _____

AFFIDAVIT OF CIRCULATOR

I, _____ (full name of circulator), hereby
certify that:

- I have circulated the foregoing petition;
- Each signature thereon is the signature of the person whose name it purports to be;
- Each signer has stated to me that the signer is an elector of the proposed Town of Mead
_____ General Improvement District.

Date of Signing by Circulator_____
Signature of Circulator

Street Address _____

Mailing Address _____

Phone _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 202__ by _____
_____(name of circulator).

Witness my hand and official seal.

My commission expires: _____

Notary Public

[SEAL]

Exhibit 2

Sample Ballot: GID TABOR Election
(attached)

**Exhibit 2 to Town of Mead
General Improvement Districts Policy**

Sample Ballot: GID TABOR Election

TOWN OF MEAD [REDACTED] GENERAL IMPROVEMENT DISTRICT

Organizational ballot question.

Ballot question ____:

SHALL TOWN OF MEAD _____ GENERAL IMPROVEMENT DISTRICT,
AS MORE PARTICULARLY DESCRIBED IN TOWN ORDINANCE NO. _____, BE ORGANIZED
IN THE TOWN OF MEAD, COLORADO?

Imposition of Town O&M GID Mill Levy as required by Mead Municipal Code (MMC):

Ballot issue ____:

SHALL TOWN OF MEAD [REDACTED] GENERAL IMPROVEMENT DISTRICT
("DISTRICT") TAXES BE INCREASED \$ [REDACTED],000 ANNUALLY, COMMENCING IN 202 [REDACTED], OR
BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM AN
AD VALOREM MILL LEVY NOT IN EXCESS OF THREE (3.000) MILLS ANNUALLY (PROVIDED
THAT SUCH MAXIMUM MILL LEVY SHALL BE ADJUSTED TO ACCOUNT FOR CHANGES IN
LAW OR THE METHOD BY WHICH ASSESSED VALUATION IS CALCULATED OCCURRING
AFTER JANUARY 1, 202 [REDACTED]), THE REVENUES THEREFROM TO BE REMITTED TO THE
TOWN OF MEAD, COLORADO, TO BE USED FOR THE PURPOSE OF DEFRAYING THE
TOWN'S ONGOING OPERATIONS AND MAINTENANCE EXPENSES ASSOCIATED WITH
TOWN CAPITAL IMPROVEMENTS AND INFRASTRUCTURE, THE STREETS WITHIN THE
BOUNDARIES OF THE DISTRICT OR SERVING DEVELOPMENT LOCATED WITHIN THE
BOUNDARIES OF THE DISTRICT AND OTHER PUBLIC IMPROVEMENTS WHICH MAY BE
DEDICATED TO THE TOWN OF MEAD, COLORADO, LOCATED BOTH WITHIN AND
WITHOUT THE BOUNDARIES OF THE DISTRICT AND WHICH DIRECTLY OR INDIRECTLY
SERVE DEVELOPMENT WITHIN THE DISTRICT; AND SHALL THE PROCEEDS OF SUCH
TAXES AND INVESTMENT INCOME THEREON BE COLLECTED AND REMITTED TO THE
TOWN OF MEAD, COLORADO, BY THE DISTRICT AS A VOTER-APPROVED REVENUE
CHANGE IN 202 [REDACTED] AND IN EACH YEAR THEREAFTER, WITHOUT REGARD TO ANY
SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X,
SECTION 20 OF THE COLORADO CONSTITUTION, SECTION 29-1-301, COLORADO
REVISED STATUTES, OR ANY OTHER LAW, AND WITHOUT LIMITING IN ANY YEAR THE
AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED AND SPENT BY THE
DISTRICT?

YES: _____ NO: _____

Imposition of Town Administrative GID Mill Levy as required by MMC:

Ballot issue _____:

SHALL TOWN OF MEAD _____ GENERAL IMPROVEMENT DISTRICT ("DISTRICT") TAXES BE INCREASED \$_____,000 ANNUALLY, COMMENCING IN 202_____, OR BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM AN AD VALOREM MILL LEVY NOT IN EXCESS OF TWO (2.000) MILLS ANNUALLY (PROVIDED THAT SUCH MAXIMUM MILL LEVY SHALL BE ADJUSTED TO ACCOUNT FOR CHANGES IN LAW OR THE METHOD BY WHICH ASSESSED VALUATION IS CALCULATED OCCURRING AFTER JANUARY 1, 202_____), THE REVENUES THEREFROM TO BE USED FOR THE PURPOSE OF PAYING THE TOWN'S ADMINISTRATIVE AND LEGAL EXPENSES ASSOCIATED WITH ADMINISTERING THE DISTRICT, INCLUDING BUT NOT LIMITED TO ANNUAL BUDGET PREPARATION, ANNUAL AUDIT EXPENSES, AND FINALIZING ONE OR MORE AGREEMENTS RELATED TO DISTRICT OPERATIONS; SHALL AD VALOREM PROPERTY TAXES BE LEVIED IN ANY YEAR AT A RATE SUFFICIENT TO GENERATE AN AMOUNT ANNUALLY DETERMINED BY THE GOVERNING BODY OF THE DISTRICT BUT NOT IN EXCESS OF THE AMOUNT SPECIFIED ABOVE; AND SHALL THE PROCEEDS OF SUCH TAXES AND INVESTMENT INCOME THEREON BE COLLECTED AND SPENT BY THE DISTRICT AS A VOTER-APPROVED REVENUE CHANGE IN 202_____ AND IN EACH YEAR THEREAFTER, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, SECTION 29-1-301, COLORADO REVISED STATUTES, OR ANY OTHER LAW, AND WITHOUT LIMITING IN ANY YEAR THE AMOUNT OF OTHER REVENUES THAT MAY BE COLLECTED AND SPENT BY THE DISTRICT?

YES:_____ NO:_____

[NOTE: Add additional ballot issues specific to the proposed GID].



Agenda Item Summary

MEETING DATE: November 1, 2022

SUBJECT: **Agenda Item 10** – Public Hearing on Amended and Restated Service Plan for Red Barn Metropolitan District

Request to OPEN AND CONTINUE public hearing to November 14, 2022 at 6:00 p.m. at Town Hall

PRESENTED BY: Marcus McAskin, Town Attorney

SUMMARY

The Red Barn Metropolitan District (“District”) has filed an Amended and Restated Service Plan (“Service Plan Amendment”) with the Town.

The Service Plan Amendment is currently under review by Town Staff. Currently, Town Staff and the District currently anticipate that the proposed Service Plan Amendment will be finalized and ready to be presented to the Board at the November 14, 2022 regular meeting.

The District has requested that the public hearing be opened and continued to November 14, 2022 at 6:00 p.m., with the continued public hearing to be held at Town Hall.

FINANCIAL CONSIDERATIONS

N/A.

STAFF RECOMMENDATION/ACTION REQUIRED

Recommended motion:

“I move to OPEN AND CONTINUE the public hearing on the Amended and Restated Service Plan for the Red Barn Metropolitan District to November 14, 2022 at 6:00 p.m. at Town Hall.”

ATTACHMENTS

1. Notice of Public Hearing on Amended and Restated Service Plan
2. Publisher’s Affidavit re Notice of Public Hearing (published in *Longmont Times-Call* on 10/14/2022)

NOTICE OF PUBLIC HEARING ON AMENDED AND RESTATED SERVICE PLAN

IN RE THE RED BARN METROPOLITAN DISTRICT, TOWN OF MEAD, STATE OF COLORADO

NOTICE IS HEREBY GIVEN that, pursuant to § 32-1-207(2)(a), C.R.S., an Amended and Restated Service Plan (the “Amended Service Plan”) for the Red Barn Metropolitan District (the “District”) has been filed with the Clerk for the Town of Mead and is available for inspection in the office of the Town Clerk at 441 Third Street, Mead, Colorado.

A public hearing on the Service Plan will be held by the Town of Mead Board of Trustees (the “Board of Trustees”) on November 1, 2022, at 6:00 p.m., at 441 Third Street, Mead, Colorado, or as soon thereafter as the Board of Trustees may hear such matter.

The purpose of the hearing is to consider the Amended Service Plan and to form a basis for adopting a resolution approving, conditionally approving or disapproving the Amended Service Plan in accordance with § 32-1-207, C.R.S.

The District is located wholly within the boundaries of the Town of Mead, comprising a portion of the Red Barn Subdivision Filing No. 2, recorded on May 11, 2021 at Reception No. 4713905, Town of Mead, County of Weld, State of Colorado.

In order to be considered, all protests and objections to the proposed Amended Service Plan must be submitted in writing to the Town Clerk at or prior to the November 1st hearing or any continuance or postponement thereof.

BY ORDER OF THE TOWN OF MEAD
BOARD OF TRUSTEES

NOTICE OF PUBLIC HEARING ON AMENDED AND RESTATED
SERVICE PLAN

IN RE THE RED BARN METROPOLITAN DISTRICT, TOWN OF MEAD,
STATE OF COLORADO

NOTICE IS HEREBY GIVEN that, pursuant to § 32-1-207(2)(a), C.R.S., an Amended and Restated Service Plan (the "Amended Service Plan") for the Red Barn Metropolitan District (the "District") has been filed with the Clerk for the Town of Mead and is available for inspection in the office of the Town Clerk at 441 Third Street, Mead, Colorado.

A public hearing on the Service Plan will be held by the Town of Mead Board of Trustees (the "Board of Trustees") on November 1, 2022, at 6:00 p.m., at 441 Third Street, Mead, Colorado, or as soon thereafter as the Board of Trustees may hear such matter.

The purpose of the hearing is to consider the Amended Service Plan and to form a basis for adopting a resolution approving, conditionally approving or disapproving the Amended Service Plan in accordance with § 32-1-207, C.R.S.

The District is located wholly within the boundaries of the Town of Mead, comprising a portion of the Red Barn Subdivision Filing No. 2, recorded on May 11, 2021 at Reception No. 4713905, Town of Mead, County of Weld, State of Colorado.

In order to be considered, all protests and objections to the proposed Amended Service Plan must be submitted in writing to the Town Clerk at or prior to the November 1st hearing or any continuance or postponement thereof.

BY ORDER OF THE TOWN OF MEAD BOARD OF TRUSTEES

Published: Longmont Times Call October 14, 2022-1927429

Section a, Item i.

Prairie Mountain Media, LLC

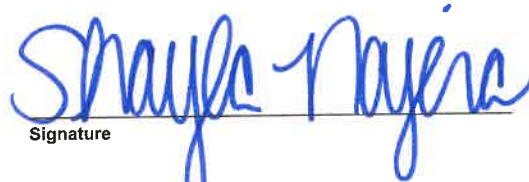
PUBLISHER'S AFFIDAVIT

County of Boulder
State of Colorado

The undersigned, Agent, being first duly sworn under oath, states and affirms as follows:

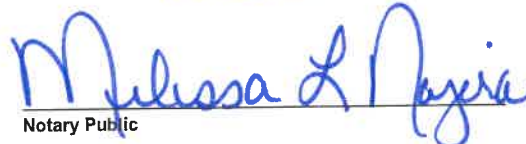
1. He/she is the legal Advertising Reviewer of Prairie Mountain Media LLC, publisher of the *Longmont Times Call*.
2. The *Longmont Times Call* is a newspaper of general circulation that has been published continuously and without interruption for at least fifty-two weeks in Boulder County and meets the legal requisites for a legal newspaper under Colo. Rev. Stat. 24-70-103.
3. The notice that is attached hereto is a true copy, published in the *Longmont Times Call* in Boulder County on the following date(s):

Oct 14, 2022


Signature

Subscribed and sworn to me before me this

14th day of October, 2022


Notary Public

MELISSA L NAJERA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20064049936
MY COMMISSION EXPIRES DECEMBER 11, 2022

(SEAL)

Account: 1084256
Ad Number: 1927429
Fee: \$34.80



Agenda Item Summary

MEETING DATE: November 1, 2022

SUBJECT: **Resolution No. 83-R-2022** – A Resolution of the Town of Mead, Colorado, Opting Out of the Paid Family and Medical Leave Insurance Program

PRESENTED BY: Elaine Alberding, Precision Employment Consulting

SUMMARY

Summary of the FAMLI Act:

In November of 2020, Colorado voters approved Proposition 118, which established a State-run Paid Family and Medical Leave Insurance Program ("FAMLI") for the purpose of ensuring eligible Colorado workers have access to up to twelve (12) weeks (sixteen (16) weeks for childbirth complications) paid leave in order to take care of themselves or a family member under certain circumstances.

As a local government, the Town of Mead (the "Town") may decline to participate in FAMLI following a public meeting where employees are permitted to provide comments and vote of its governing body.

Staff recommends that the Town opt out of the FAMLI Program because the Town already provides a paid short-term disability plan for its employees.

Furthermore, employees who wish to participate in the FAMLI Program will still have the option of participating individually by paying a premium directly to the State. If the Town opts out of the FAMLI Program and an individual employee wishes to individually participate, the Town is not responsible for paying the employer share of the premium, for deducting an employee's premium from their pay, or for forwarding the premium to the FAMLI Division.

Benefits of the FAMLI Act:

Under the FAMLI Act, a "covered individual" is an employee whose employer is enrolled in the program (mandated for most private employers unless they have an approved substitute plan) or has individually enrolled in the program. A covered individual is eligible for benefits if they have earned at least \$2,500.00 in wages within the last four (4) calendar quarters and was employed at least 180 days prior to asking for leave.

Under the FAMLI Act, covered individuals may take up to 12 weeks of paid aggregate family/medical leave (up to 16 weeks for pregnancy complications) in a 12-month period for:

- Birth, adoption, placement, care of a new child during first year after birth, adoption or foster care;
- Care for a family member with a "serious health condition" (including pregnancy);
- An employee's own serious health condition;
- Exigency leave (active-duty military; post deployment or death); or

- Safe leave (employee or employee’s family member is the victim of domestic abuse, stalking or sexual assault/abuse)

Premiums will begin to be collected on January 1, 2023. Premiums are up to 0.9% of the employee’s gross wage. If the Town does not opt out of the Program, the Town will be responsible for paying 50% of that premium and can deduct the rest from the employee’s paycheck. If the Town opts out, the employee will only be responsible for paying 50% of the premium amount (0.45% of their annual gross wage) directly to the State. Therefore, the Town opting out of the FAMLI Program will not result in any additional premium costs to the employee, though the employee will be responsible for paying the premium directly to the state.

Effective January 1, 2024, a covered individual may receive benefits by applying to the State. Paid leave amounts depend on the employee’s average weekly wage. The FAMLI Division has created a helpful calculator to determine what benefits will be paid. The calculator can be found here: <https://co.accessgov.com/famli/Forms/Page/famli/famlicalculator/0>.

FINANCIAL CONSIDERATIONS

Employee pays 0.45% of the employee’s annual gross wages directly to the FAMLI Division as an insurance premium. If not opting out, the Town will pay an additional 0.45% of the employee’s annual gross wages directly to the FAMLI Division as an insurance premium for coverage.

If opting out, the Town of Mead is not responsible for deducting an employee’s premium from their pay, nor will the Town be responsible for forwarding the premium to the FAMLI Division.

STAFF RECOMMENDATION/ACTION REQUIRED

It’s recommended that the Town opt out of the FAMLI program because a short-term disability plan is already paid for by the Town, and the employees still have the option to opt into the FAMLI program individually. In other words, even though the Town of Mead has opted out of the program, a Town employee may individually opt into the program by contacting the FAMLI Division at [CDLE FAMLI info@state.co.us](mailto:CDLE_FAMLI_info@state.co.us).

PLEASE NOTE: Any Town employee opting into the program will be responsible to remit premiums directly to the State of Colorado. The Town of Mead will not deduct the premium from paychecks.

Recommended Motion:

I move to adopt Resolution No. 83-R-2022 – A resolution of the Town of Mead, Colorado, opting out of the Paid Family and Medical Leave Insurance Program.

ATTACHMENTS

Resolution No. 83-R-2022
FAMLI Notice to Employees

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 83-R-2022**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, OPTING OUT OF THE PAID
FAMILY AND MEDICAL LEAVE INSURANCE PROGRAM**

WHEREAS, in November 2020, Colorado voters approved Proposition 118 creating the Paid Family and Medical Leave Insurance Program (“FAMLI” or the “FAMLI Program”); and

WHEREAS, the FAMLI Program requires participating employers to remit to the FAMLI Division of the Colorado Department of Labor premiums in the form of 0.9% of all employees gross wages beginning January 1, 2023, and permits participating employers to require that employees pay for one-half of the premiums; and

WHEREAS, the FAMLI Program allows local governments to decline to participate in the FAMLI Program while also continuing to allow local government employees to individually opt-into the FAMLI Program; and

WHEREAS, the Town of Mead (the “Town”) already provides short term disability benefits; and

WHEREAS, the Town believes that employees are in the best position to individually determine whether they wish to opt into the FAMLI Program; and

WHEREAS, pursuant to 7 CCR 1107-2 §2.6(A)(2), the Town posted notice of the meeting at which this Resolution was considered in the same manner as any other business before the Board of Trustees and additionally provided advance written notice to all Town employees regarding the Board’s planned consideration of this “opt out” Resolution and the opportunity to submit comments; and

WHEREAS, in addition, Town employees have been notified of: (1) their right to individually opt-into the FAMLI Program under C.R.S. § 8-13.3-514, and (2) that more information for the FAMLI Program may be found at <https://famli.colorado.gov/>; and

WHEREAS, prior to consideration of this Resolution, the Board of Trustees read into the record any written comments regarding this Resolution received prior to the meeting and accepted oral comments at the meeting from Town employees and other interested parties, if any; and

WHEREAS, the Board of Trustees has determined that declining to participate in the FAMLI Program is in the best interests of the Town.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF TRUSTEES
OF THE TOWN OF MEAD, COLORADO, THAT:**

Section 1. Participate in FAMLI Program Declined. The Town Board of Trustees hereby declines to participate in the FAMLI Program.

Section 2. Instruction to the Town Clerk to Notify FAMLI Division. The Town Board

of Trustees directs the Town Clerk to notify the FAMLI Division of this decision. Specifically, the Town Clerk shall provide the FAMLI Division with a certified copy of this Resolution.

Section 3. Instruction to Town Clerk to Notify Town Employees. The Board of Trustees directs the Town Clerk to notify all Town Clerk employees of this decision within thirty (30) calendar days of the date of this Resolution.

Section 4. Effective Date. This Resolution shall take effect 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 1st DAY OF NOVEMBER, 2022.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor



October 22, 2022

SENT TO ALL TOWN EMPLOYEES VIA EMAIL

RE: NOTIFICATION OF PENDING BOARD OF TRUSTEES VOTE ON NOVEMBER 1, 2022 AT 6:00 PM TO DECIDE WHETHER TO OPT OUT OF PAID FAMILY AND MEDICAL LEAVE INSURANCE ("FAMLI") PROGRAM

Dear Town Employee:

As you may be aware, in November 2020, Colorado voters approved Proposition 118, which created the state-run Paid Family and Medical Leave Insurance ("FAMLI") Program. FAMLI provides covered employees with up to twelve (12) weeks paid leave to take care of themselves or a family member during life events like injury, serious illness, pregnancy, and childbirth. If the Town of Mead ("Mead") chooses to participate in the FAMLI Program, employees may be required to pay a portion of the premiums for the FAMLI Program via a pre-tax paycheck deduction.

The Town, as a local government employer, may also choose to opt out of the program. If the Board of Trustees votes to opt out of the FAMLI Program, Town employees may individually choose to participate. Information about the FAMLI Program, and how to individually opt in can be found on the Colorado Department of Labor and Employment's website: <https://famli.colorado.gov/>. The FAMLI Division may also be contacted via email at: **CDLE_FAMLI_info@state.co.us**.

This letter serves as notification pursuant to 7 CCR 1107-2(2.6)(A)(2) that the Board of Trustees will consider a resolution ("Resolution") and choose whether or not to opt out of the FAMLI Program at the following regular meeting:

Date: November 1, 2022
Time: 6:00 pm
Location: Town Hall (441 3rd St, Mead, CO 80542)

Employees may submit comments for the Board of Trustee's consideration prior to the vote on the Resolution by:

- (1) submitting written comments prior to October 31, 2022, via electronic mail to the Town Clerk, Mary Strutt, MMC mstrutt@townofmead.org,
- (2) hand delivering written comments to the Town Clerk at Town Hall, or
- (3) attending the meeting on November 1, 2022 to provide oral testimony.

All comments will be either read into the record or heard by the Board prior to the vote. Opting out of the FAMLI Program requires an affirmative vote of the Board.