



BOARD OF TRUSTEES

441 3rd Street, Mead
Tuesday, May 31, 2022

AGENDA

I. 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.](#) Manager's Report

6. Informational Items

[a.](#) Mead Police Department Accreditation

7. Proclamations

[a.](#) Alzheimer's and Brain Awareness Month June 2022

[b.](#) Bike Month June 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 May 09, 2022

[b.](#) April 2022 Financials

[c.](#) Quarterly Investment Portfolio

[d.](#) Check Register May 25, 2022

[e.](#) **Ordinance No. 997** - An Ordinance of the Town of Mead, Colorado, Amending 2-7-30 of the Mead Municipal Code

[f.](#) Finance Committee Reappointment: Joe Wigginton

- g. **Resolution No. 39-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 the 3rd Street and Welker Avenue Intersection Improvement Project (Project No. MTF M870-009 (25002))
- h. **Resolution No. 40-R-2022** - A Resolution of the Town of Mead, Colorado, Approving Change Order #4 to the Construction Agreement By and Between the Town of Mead and Asphalt Specialties Co., Inc. Concerning Construction of the 3rd Street Paving and Trail Project
- i. **Resolution No. 41-R-2022** - A Resolution of the Town of Mead, Colorado, Authorizing a Grant Application for the COPS Hiring Program, Administered by the U.S. Department of Justice, Office of Community Oriented Policing Services ("COPS Office")
- j. **Resolution No. 42-R-2022** - A Resolution of the Town of Mead, Colorado, Adopting a Comprehensive Fee Schedule

10. Public Hearing

a. Meadow Ridge Preliminary Plat

- i. **Resolution No. 43-R-2022** - A Resolution of the Town of Mead, Colorado, Conditionally Approving the Meadow Ridge Subdivision Sketch Plan/Preliminary Plat

11. Committee Appointments

- a. Planning Commission Alternate: Gerald Abshier

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. 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: May 31, 2022

SUBJECT: Town Manager Report

- A groundbreaking ceremony for the new Agfinity Convenience Store and gas station was held on May 25th at the site of the project on the corner of Third and Welker. The building permit will be issued in the coming weeks. Construction is planned for the next nine months.
- Older Active Adults toured Empower Field on May 13, followed by lunch. The trip was very well received by all participants.
- The annual Town-Wide Garage Sale is scheduled for Saturday, June 25. Registration forms must be received by June 17. More information on the garage sale can be found here <https://www.townofmead.org/parksandrec/page/events>
- Ritchie Bros conducted its quarterly online only auction May 25 and 26 with over 5000 items sold.
- In response to the Request for Proposals for providing a master plan of the Town owned 32 acre parcel on County Road 7, six proposals were received. Staff will complete the selection process and recommend a consultant in the next few weeks.
- Mead Elementary 3rd grade local government day was May 20th. Staff attended along with Mayor Whitlow to provide information on the roles of staff and officials in government. The event was moved from Town Hall to the school due to poor weather conditions.
- A meeting of the Mead Urban Renewal Authority is tentatively scheduled for June 27 at 5:15p.m.
- Volunteers are still needed to help with The Wall That Heals. A sign-up link is contained in <https://www.townofmead.org/community/page/wall-heals-mead-colorado>. The Wall That Heals is coming to Mead on August 18-21, 2022. The 4-day event will be held at Founders Park, located at 2700 Weld County Road 34 1/2, rain or shine. The Wall That Heals is free and open to the public 24-hours a day. The event will close on Sunday, August 21, 2022 at 2 p.m.
- The Mead Area Chamber of Commerce will kick off the summer with a Block Party June 11 at Mead Town Park from 3 to 8 PM. The event will include food trucks, children's activities and a corn hole tournament.
- Mead Municipal Court was held on May 19th with 29 cases on the docket.
- Key projects update:
 - Public Works Facility: The drywall is being installed and exterior paving is underway. Staff continues to push Xcel and United Power to get utilities to the site. A progress report is attached.
 - Lorin Mead Park at Highland Lake Improvements: Work will resume the week of May 23 after a delay relative to a pier design issue. Project completion is expected at the end of June.
 - 3rd and Welker Intersection – Staff held a kick-off meeting with CDOT regarding the real estate acquisition process. Additional steps will be taken to meet the federal aid requirements now attached to this project relative to real estate and environmental clearances. Unfortunately, we received word that the application for the Safer Main Streets grant was unsuccessful. However, the project is fully funded with local funds, MURA, and the recently acquired TIP grant.
 - Bean Plant Community Center – demolition/deconstruction plans are underway and expected to be released for bid in mid-June. An RFQ for architectural design services will also be released in mid-June.

- YTD totals for new single family home permits:
 - 2022 YTD 35 SF Permits, 121 Certificates of Occupancy
- Boards and Commissions
 - Planning Commission was held Wed, May 18 at 6:00 PM at Town Hall. The Planning Commission was briefed on the Town's Comprehensive Plan.
 - Finance Committee is scheduled to review the draft financial audit and first quarter financial and investment reports.
- Human Resources
 - The Town is advertising for a few open positions. The Town is using NeoGov for its recruiting platform <https://www.governmentjobs.com/careers/townofmead>
 - New hires include one police officer, a maintenance worker, an administrative assistant, recreation coordinator and a recreation aide. One police officer and code enforcement person resigned in May.

Community Development

- The QuikTrip Site Plan and Site Plan Agreement is tentatively scheduled to appear before the Board in June.
- Staff is working on the Mead Distribution Center project (in the Raterink subdivision) Site Plan and Site Plan Agreement. Staff is hoping to bring these documents to the Planning Commission this summer.
- The Grand Meadow PUD and Preliminary Plat are in the final steps of the staff review process. Staff is hoping to bring these documents to the Planning Commission this summer.
- All the regular Planning Commission seats are now occupied. An alternate is on the Board agenda for appointment. Staff is working with the Town's Attorneys and with the Department of Local Affairs (DOLA) to conduct a training work session for the Planning Commission. This training will equip the newer members of the Commission with the skills and knowledge they need to perform their duties with professionalism and confidence. It will also be a helpful reminder for staff and those members who have been with the Commission for a while.

Public Works and Engineering

- The sewer lining project continues and will wrap up the week of May 23.
- Community Center – Staff met with a photographer to formulate a plan to document the structure and help preserve its history. The team also contracted with a testing company to complete a pre-demolition asbestos and lead based paint survey.
- Northstar Concrete began work on the annual street maintenance project in the Western Meadows and downtown neighborhoods.

Community Engagement

- New Recreation Coordinator Kayelynn Green started May 19. Two new Recreation Aides started in May.
- Youth baseball registration is now closed. Practices start May 31; first games are scheduled for June 11. We have a total of 134 participants and maxed out our available game and practice space.
- Recreation is accepting team registrations for adult cornhole and adult volleyball tournament.
- Mead Messenger June-finalized and will be sent June 1.

Police Department

- Report Attached



Project Report

PROJECT: *Public Works Maintenance Facility*

FROM: George Latour and Matt Jardine, Ditesco

DATE: May 9, 2022 to May 13, 2022



Site concrete paving placement west side of building



Site concrete paving placement north side of building



Interior wall and insulation installation



Interior wall construction



Trash Enclosure Construction Progress

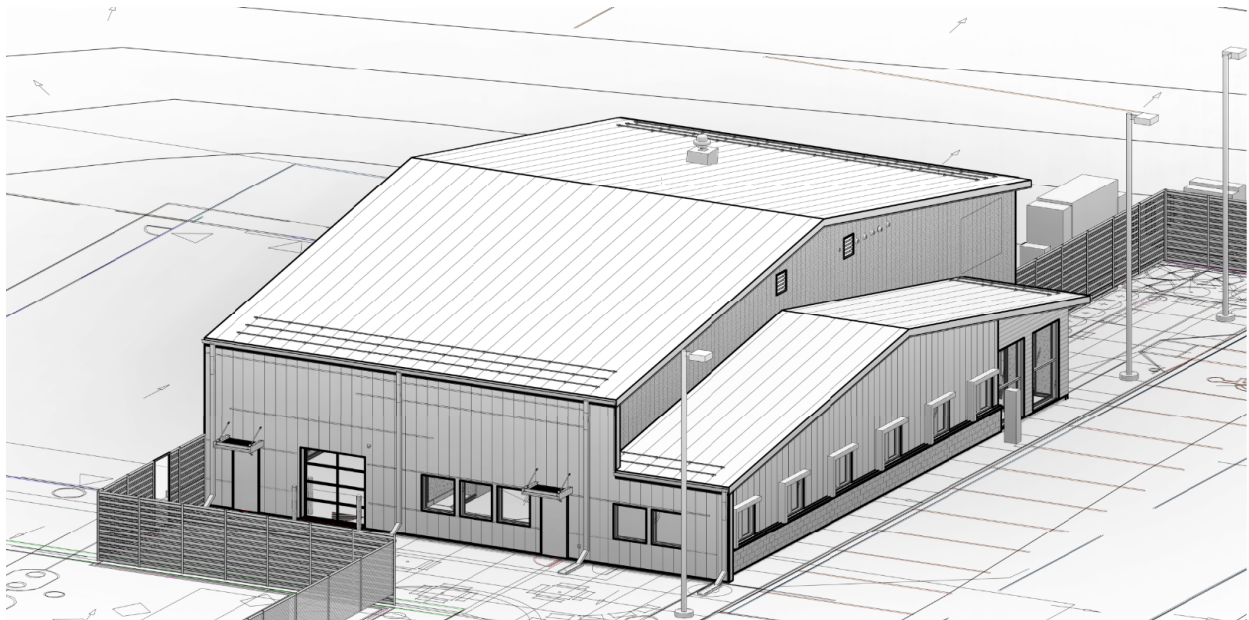


South Side Elevation Construction Progress



Upcoming work:

- Electrical, HVAC and Plumbing
- Sheetrock and wall finishes
- Site Asphalt and Concrete Paving





Mead Police Department Mid-Monthly Activity - May 2022

STAFFING:

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

Community Service Officer (CSO) Amber Burtis responds to code and animal calls.

School Resource Officers Synn and Prince are assigned to Mead Schools.

Officer McElroy is in field training.

NOTABLE CALLS FOR SERVICE:

Crash – Hwy 66 / WCR 7 – 22ML01972 – 05/01/2022
Two vehicle non-injury crash.

Welfare Check – Mead – 22ML01975 – 05/01/2022
Adult left upset after verbal argument.

Theft – 3200 block of Beaumont Blvd. – 22ML02003 – 05/03/2022
Witness reported construction materials being stolen.

Stolen Vehicle – 18500 block of Wagon Trail – 22ML02009 – 05/04/2022
Owner reported motorcycle stolen out of garage.

Crash – 6400 Hwy 66 – 22ML02018 – 05/04/2022
Single vehicle non-injury crash.

Identity Theft – Mead – 22ML02019 – 05/04/2022
Victim's information was compromised, and bank account opened.

Recovered Stolen Vehicle – 4301 Hwy 66 – 22ML02026 – 05/05/2022
Trailer was recovered in parking lot.

Theft – [REDACTED] Pacific Circle – 22ML02037 – 05/05/2022

Clothing items stolen from victim.

Theft – 200 block of Grand View Circle – 22ML02046 – 05/06/2022

Theft of jewelry from home.

Crash – 6th / Palmer – 22ML02052 – 05/06/2022

Two vehicle non-injury crash.

Recovered Property – [REDACTED] WCR 28 – 22ML02081 – 05/07/2022

USPS mailbox recovered and returned to USPS.

Restraining Order Violation – Mead – 22ML02100 – 05/08/2022

Victim's ex-spouse contacting in violation of order.

Welfare Check – Mead High School – 22ML02118 – 05/09/2022

Student experiencing a crisis.

Warrant Arrest – [REDACTED] Pacific Circle – 22ML02134 – 05/11/2022

Wanted person observed at this location and arrested by officer without incident.

Warrant Arrest – 14000 block of Mead Street – 22ML02142 – 05/11/2022

Wanted person contacted on traffic stop. Subject gave false name, was identified and arrested by officer without incident.

Welfare Check – Mead – 22ML02154 – 05/11/2022

Adult male in crisis. Voluntarily taken for evaluation.

Trespass – [REDACTED] WCR 7 – 22ML02161 – 05/12/2022

Trespass to a vehicle in parking lot.

Crash / Narcotics – Hwy 66 / WCR 13 – 22ML02191 – 05/13/2022

Officers responded to a crash involving two vehicles. Driver arrested for possession of narcotics and careless driving.

Crash – I-25 Frontage Rd / WCR 34 – 22ML02193 – 05/13/2022

Two vehicle non-injury crash.

Theft from Vehicle – 13700 block of Wrangler Way – 22ML02203 – 05/14/2022

Fishing tackle taken from vehicle.

Crash – Hwy 66 / WCR 13 – 22ML02211 – 05/14/2022

Two vehicle non-injury crash.

Stolen Vehicle – 2700 block of Bridle Drive – 22ML02213 – 05/14/2022

Vehicle stolen from in front of residence.

Found Property – [REDACTED] Pacific Circle – 22ML02215 – 05/15/2022

License plate found and turned in.

Theft from Vehicle – 13800 block of Wrangler Way – 22ML02216 – 05/15/2022
Toll reader taken from vehicle.

Identity Theft – Mead – 22ML02225 – 05/15/2022
Victims identify was used to make false charges to account.

Harassment – 100 block of Falcon Circle – 22ML02226 – 05/15/2022
Contact via text message.



PROCLAMATION
Declaring June 2022
Alzheimer's & Brain Awareness Month

WHEREAS, Alzheimer's disease is a degenerative brain disease which is the most common form of dementia; and

WHEREAS, dementia is a general term that describes a group of symptoms associated with memory loss and loss of other cognitive abilities serious enough to interfere with daily life; and

WHEREAS, currently over 6 million people in the United States are living with Alzheimer's and other dementias; and

WHEREAS, Alzheimer's is a leading cause of death in seniors and exacts a heartbreaking human toll on our Nation – as well as deep economic toll, with the cost of treatment exceeding \$300 billion in 2020 alone.

WHEREAS, there is no cure for this disease, but there are treatments to help reduce symptoms and improve quality of life; and

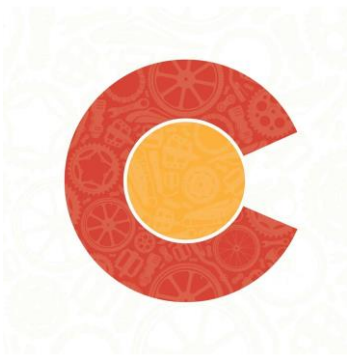
WHEREAS, critical research is underway to accelerate the global progress of new treatments, preventions, and, ultimately, a cure;

NOW, THEREFORE, I, Colleen Whitlow, Mayor of the Town of Mead, Weld County, Colorado, do hereby proclaim June 2022, as Alzheimer's & Brain Awareness Month and encourage all citizens of the Town of Mead to stay informed about this disease and advocate for those with Alzheimer's and their families.

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

On this 31st day of May, 2022

Colleen G. Whitlow
Mayor



PROCLAMATION
Declaring June 2022 National Bike Month
And
June 22, 2022 as Bike to Work Day

WHEREAS, June has been designated as Bike Month, sponsored by the Department of Transportation and celebrated in communities from coast to coast; and

WHEREAS, Bike to Work Day has had a steady rise in participants since 1995 and is a chance to showcase the many benefits of bicycling and encourage more people to give bicycling a try as an alternate form of transportation; and

WHEREAS, riding a bike is a viable and environmentally sound form of transportation and an excellent form of recreation; and

WHEREAS, creating bicycle-friendly communities has been shown to improve citizen's health well-being, and quality of life to boost community spirit, to improve traffic safety, and to reduce pollution and congestion;

NOW, THEREFORE, I, Colleen Whitlow, Mayor of the Town of Mead, Weld County, Colorado, do hereby proclaim June 2022, as National Bike Month and June 22, 2022 as Bike to Work Day and encourage all citizens of the Town of Mead to recognize the importance of encouraging and supporting the use of bicycles within our community.

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

On this 31st day of May, 2022

Colleen G. Whitlow
Mayor



BOARD OF TRUSTEES

441 3rd Street, Mead
Monday, May 09, 2022

MINUTES

I. 5:30 p.m. to 6:00 p.m.
WORK SESSION: Occupation Tax Discussion

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 6:01 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 Commander Brian Smith; Town Attorney Marcus McAskin; Town Engineer / Public Works Director Erika Rasmussen; Public Information Officer Lorelei Nelson; Community Development Director Jason Bradford.
Attending via virtual access: none

2. Moment of Silence

Mayor Whitlow requested the observance of a moment of silence in recognition of Peace Officers' Memorial Day May 15, 2022.

3. Pledge of Allegiance to the Flag

The assembly pledged allegiance to the flag.

4. Review and Approve Agenda

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

5. Staff Report: Town Manager Report

a. Manager's Report

Town Manager Helen Migchelbrink discussed Spring Clean Up Day; Welker & 3rd pedestrian crosswalk; 3rd Street Reconstruction curb repair.

6. Proclamations

a. National Police Week May 15 - 21, 2022

Motion was made by Trustee Harris, seconded by Mayor Trustee Cartwright, to authorize the of the Proclamation for National Police Week May 15-21, 2022. Motion carried 7-0, on a roll call vote.

- b. Public Works Week May 15 - 21, 2022

Motion was made by Trustee Babcock, seconded by Trustee Harris, to authorize the signing of the Proclamation for Public Works Week May 15-21, 2022. Motion carried 7-0, on a roll call vote.

7. Public Comment

There was no public comment at this time.

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

- a. Approval of Minutes - Regular Meeting April 25, 2022
- b. April 2022 Aged Receivables
- c. Check Register May 04, 2022
- d. **Resolution No. 34-R-2022** - A Resolution of the Town of Mead, Colorado, Awarding the Bid and Approving a Construction Agreement Between the Town and Vance Brothers, Inc. for the Street Resurfacing Project
- e. **Resolution No. 35-R-2022** - A Resolution of the Town of Mead, Colorado, Awarding the Bid and Approving a Construction Agreement Between the Town and Metro Pavers, Inc. for Asphalt Patching
- f. **Resolution No. 36-R-2022** - A Resolution of the Town of Mead, Colorado, Granting Conditional Acceptance of the Public Improvements Associated with the Ziggi's Coffee Site Plan
- g. **Resolution No. 37-R-2022** - A Resolution of the Town of Mead, Colorado, Approving a Purchase Order for a Skid Loader in the Amount of Fifty-Four Thousand Seven Hundred Ninety-Six Dollars and Sixty-Seven Cents (\$54,796.67)

The Board discussed the need and use of a skid loader.

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

9. Public Hearing

a. Waterfront Preliminary Plat

Mayor Whitlow opened the Public Hearing at 6:15 p.m.

Community Development Director Jason Bradford discussed the criteria in the staff report regarding Waterfront Filing No. 1 Preliminary Plat.

The Town Clerk submitted for the record a letter received from Ann Rhodes, attorney representing Highland Ditch Company, dated May 6, 2022 requesting that the Board decline Resolution No. 38-R-2022.

Jason Krall, Rick Engineering, presented on behalf of the applicant.

Public Comment:

Ann Rhodes, attorney representing Highland Ditch Company, discussed concerns about development in close proximity to the Foster Lake reservoir.

Wade Gonzales, Highland Ditch Company, discussed maintenance and access concerns.

The Trustees discussed the concerns presented by Highland Ditch Company, roundabouts and storm water. Brandi Coswell, attorney representing the applicant, discussed leased surface rights.

- i. **Resolution No. 38-R-2022** - A Resolution of the Town of Mead, Colorado, Conditional
Approving the Waterfront Filing No.1 Preliminary Plat

Section 9, Item a.

Motion was made by Trustee Babcock, seconded by Trustee Schranz, to adopt Resolution No. 38-R-2022 – A Resolution of the Town of Mead, Colorado, Conditionally Approving the Waterfront Filing No. 1 Preliminary Plat, Based on a Finding that the Preliminary Plat Review Criteria as set forth in Section 16-4-60 of the Mead Municipal Code have Been Satisfied as Detailed in the Agenda Item Summary Report Prepared for the May 9, 2022 Board of Trustees Meeting. Motion carried 7-0, on a roll call vote.

Mayor Whitlow closed the Public Hearing at 7:20 p.m

10. Public Comment

There was no public comment at this time.

11. Elected Official Reports

- a. Town Trustees

The Board discussed crosswalks at 3rd & Welker; right turn lane on WCR 7 @ Adams; vehicle charging stations.

- b. Mayor Whitlow

Mayor Whitlow congratulated Commander Smith on his recent receipt of the President's Award from the National Command College; discussed Coffee with the Mayor and Mead Motorhead's Car Show.

12. Legislative Update

Town Attorney Marcus McAskin provided a legislative update. The state legislature is scheduled to adjourn on May 11th.

13. Adjournment

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

The Regular Meeting of the Town of Mead Board of Trustees adjourned at approximately 7:38 p.m. on Monday, May 9, 2022.

Colleen G. Whitlow, Mayor

ATTEST:

Mary E. Strutt, MMC, Town Clerk

TOWN OF MEAD
COMBINED CASH INVESTMENT
APRIL 30, 2022

Section 9, Item b.

COMBINED CASH ACCOUNTS

99-01-1001	INDEPENDENT BANK - CHECKING	4,380,781.32
99-01-1002	TBK BANK - OFFICE CHECK	35,168.86
99-01-1003	TBK BANK - MONEY MARKET	146,636.76
99-01-1005	TBK BANK - FLEX DEBIT CARDS	31,334.87
99-01-1010	WELLS FARGO SEC MM FUND	.31
99-01-1011	XPRESS DEPOSIT ACCOUNT	104,387.18
99-01-1023	COLOTRUST PLUS	8,608,474.03
99-01-1024	COLOTRUST PRIME	10,003.20
99-01-1025	CSIP	3,057,784.93
99-01-1026	CSAFE	12,069,266.28
99-01-1077	COURT CASH CLEARING	(990.00)
	TOTAL COMBINED CASH	28,442,847.74
99-02-2000	A/P - MISCELLANEOUS	(156.68)
99-01-0100	CASHALLOCATED TO OTHER FUNDS	(28,442,691.06)
	TOTAL UNALLOCATED CASH	.00

CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO GENERAL FUND	10,010,215.46
4	ALLOCATION TO STREET IMPROVEMENT FUND	612,335.33
5	ALLOCATION TO CONSERVATION TRUST FUND	80,899.09
6	ALLOCATION TO SEWER FUND	1,700,179.43
8	ALLOCATION TO POLICE FUND	213,955.23
9	ALLOCATION TO MUNICIPAL FACILITIES FUND	4,325,034.34
11	ALLOCATION TO DOWNTOWN FUND	32,149.42
13	ALLOCATION TO STORM DRAINAGE FUND	81,555.33
14	ALLOCATION TO TRANSPORTATION FUND	4,973,267.22
18	ALLOCATION TO PARKS & OPEN SPACE	1,574,594.53
19	ALLOCATION TO CAPITAL IMPROVEMENT FUND	613,326.32
20	ALLOCATION TO MEAD URBAN RENEWAL AUTHORITY	4,219,074.90
21	ALLOCATION TO ART IN PUBLIC PLACES FUND	6,104.46
	TOTAL ALLOCATIONS TO OTHER FUNDS	28,442,691.06
	ALLOCATION FROM COMBINED CASH FUND - 99-01-0100	(28,442,691.06)
	ZERO PROOF IF ALLOCATIONS BALANCE	.00

TOWN OF MEAD
BALANCE SHEET
APRIL 30, 2022

Section 9, Item b.

GENERAL FUND

ASSETS

01-01-0100	CASH IN COMMON - GF	10,010,215.46	
01-01-1006	PETTY CASH	100.00	
01-01-1007	CASH DRAWER - TOWN HALL	350.00	
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	11,979.65	
01-01-1301	A/R - GENERAL	712,928.53	
01-01-1302	PREPAID EXPENSE	9,972.28	
01-01-1307	24HOUR FLEX DEPOSIT	1,500.00	
	TOTAL ASSETS		11,990,981.15

LIABILITIES AND EQUITY

LIABILITIES

01-02-2000	ACCOUNTS PAYABLE	173,180.64	
01-02-2302	FLEXPLAN PAYABLE	2,115.54	
01-02-2306	RESTITUTION PAYABLE	(100.00)	
01-02-2307	SURCHARGE PAYABLE	1,325.00	
01-02-2308	DEPOSITS PAYABLE	4,050.00	
01-02-2310	EMPLOYEE HEALTH INS. PAYABLE	8,924.47	
01-02-2312	WORKERS COMP INSURANCE PAYABLE	(6,127.24)	
01-02-2314	401(A) CONTRIBUTIONS PAYABLE	6,988.14	
01-02-2404	STATE UNEMPLOYMENT TAX PAYABLE	361.92	
01-02-2410	MISC PAYROLL PAYABLE	83,994.59	
01-02-2600	WARRANTY FUNDS	1,714,698.20	
01-02-2610	DEVELOPER DEPOSITS	143,775.75	
01-02-2615	DEVELOPER LIABILITIES	236,768.50	
01-02-2700	DEFERRED INFLOWS- PROPERTY TAX	1,243,835.23	
01-02-2705	DEFERRED REVENUE	580,626.60	
	TOTAL LIABILITIES		4,194,417.34

FUND EQUITY

01-02-3001	FUND BALANCE	6,481,615.96	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	1,314,947.85	
	BALANCE - CURRENT DATE	1,314,947.85	
	TOTAL FUND EQUITY		7,796,563.81
	TOTAL LIABILITIES AND EQUITY		11,990,981.15

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2022

Section 9, Item b.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
01-10-4000 PROPERTY TAX	99,163.08	491,613.29	1,243,835.00	752,221.71	39.5
01-10-4005 HIGHWAY USERS TAX	21,182.53	69,735.65	232,092.00	162,356.35	30.1
01-10-4010 SALES TAX	241,355.54	1,138,784.64	3,341,447.00	2,202,662.36	34.1
01-10-4012 LODGING TAX	124.00	282.00	250.00	(32.00)	112.8
01-10-4015 ROAD & BRIDGE TAX	.00	20,341.95	80,000.00	59,658.05	25.4
01-10-4020 SPECIFIC OWNERSHIP TAX	7,590.52	27,912.49	70,000.00	42,087.51	39.9
01-10-4025 M.V. REGISTRATION	2,469.53	8,343.02	25,000.00	16,656.98	33.4
01-10-4030 BUILDING PERMIT USE TAX	254,303.90	716,067.08	986,108.00	270,040.92	72.6
01-10-4040 CIGARETTE TAX	.00	5,557.60	12,000.00	6,442.40	46.3
01-10-4050 MURA REVENUE SHARING	.00	.00	124,408.00	124,408.00	.0
01-10-4070 FEDERAL MINERAL LEASE	.00	.00	25,000.00	25,000.00	.0
01-10-4071 STATE SEVERANCE TAXES	.00	.00	4,000.00	4,000.00	.0
TOTAL TAXES	626,189.10	2,478,637.72	6,144,140.00	3,665,502.28	40.3
<u>FEES AND PERMITS</u>					
01-11-4100 BUILDING PERMIT FEES	193,199.03	460,627.23	1,298,878.00	838,250.77	35.5
01-11-4102 OTHER PERMITS	330.00	8,522.50	34,000.00	25,477.50	25.1
01-11-4103 CONVENIENCE FEE	5,131.02	8,710.81	15,000.00	6,289.19	58.1
01-11-4110 BUILDING PERMIT - ADMIN. FEES	6,800.00	15,650.00	80,640.00	64,990.00	19.4
01-11-4111 PASSPORT FEES	450.00	2,100.00	8,000.00	5,900.00	26.3
01-11-4112 TOWN HALL/PARK FEES	567.50	1,442.50	4,800.00	3,357.50	30.1
01-11-4120 FRANCHISE FEES	28,303.04	99,064.43	200,573.00	101,508.57	49.4
01-11-4130 DEVELOPER APPLICATION FEES	4,925.96	23,864.35	100,000.00	76,135.65	23.9
01-11-4135 LAND USE AND ENG. FEES	12,100.00	12,100.00	.00	(12,100.00)	.0
01-11-4140 ROYALTIES	31,159.99	142,417.72	208,133.00	65,715.28	68.4
01-11-4145 STREET CUT PERMITS	1,182.00	4,665.00	24,926.00	20,261.00	18.7
TOTAL FEES AND PERMITS	284,148.54	779,164.54	1,974,950.00	1,195,785.46	39.5
<u>LICENSES</u>					
01-12-4200 BUSINESS/SALES TAX LICENSE	675.00	7,302.50	30,000.00	22,697.50	24.3
01-12-4210 LIQUOR LICENSE	.00	103.75	2,634.00	2,530.25	3.9
01-12-4220 PET LICENSES	65.00	381.00	650.00	269.00	58.6
TOTAL LICENSES	740.00	7,787.25	33,284.00	25,496.75	23.4

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 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	.00	4,760.00	14,000.00	9,240.00	34.0
01-13-4310 NEW DEVELOPMENT CHARGES	33,132.25	121,153.25	200,000.00	78,846.75	60.6
01-13-4624 SENIOR EVENT FEES	50.00	125.00	2,500.00	2,375.00	5.0
01-13-4625 RECREATION REGISTRATION FEES	6,210.00	18,518.00	32,000.00	13,482.00	57.9
TOTAL CHARGES FOR SERVICES	39,392.25	144,556.25	398,800.00	254,243.75	36.3
<u>FINES AND FORFEITS</u>					
01-14-4420 COURT FINES	3,255.00	7,655.00	36,000.00	28,345.00	21.3
01-14-4422 COURT COSTS	1,175.00	2,525.00	9,300.00	6,775.00	27.2
01-14-4423 POLICE REPORTS	148.00	573.50	1,500.00	926.50	38.2
01-14-4620 MISC. INCOME	180.00	255.00	300.00	45.00	85.0
TOTAL FINES AND FORFEITS	4,758.00	11,008.50	47,100.00	36,091.50	23.4
<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	.00	594,568.00	594,568.00	.0
01-15-4526 POLICE GRANTS	.00	.00	1,500.00	1,500.00	.0
TOTAL GRANTS & ECONOMIC DEVELOPME	.00	.00	600,318.00	600,318.00	.0
<u>MISCELLANEOUS</u>					
01-18-4619 INTEREST & DIVIDEND INCOME	3,066.22	9,791.32	5,400.00	(4,391.32)	181.3
01-18-4620 MISC. INCOME	8.90	2,923.05	10,000.00	7,076.95	29.2
01-18-4622 DONATIONS/FUNDRAISING	.00	.00	10,000.00	10,000.00	.0
01-18-4623 SALE OF ASSETS	.00	.00	30,000.00	30,000.00	.0
01-18-4625 METRO DISTRICT PAYMENTS	2,349.06	3,133.56	45,000.00	41,866.44	7.0
01-18-4648 DELINQUENT INTEREST EARNED	60.30	60.30	.00	(60.30)	.0
TOTAL MISCELLANEOUS	5,484.48	15,908.23	100,400.00	84,491.77	15.8
TOTAL FUND REVENUE	960,712.37	3,437,062.49	9,298,992.00	5,861,929.51	37.0

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2022

Section 9, Item b.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
01-40-5001 SALARIES & WAGES	39,854.81	119,601.25	397,748.00	278,146.75	30.1
01-40-5050 CLEANING	639.19	2,107.88	15,000.00	12,892.12	14.1
01-40-5055 OVERTIME	.00	16.07	1,000.00	983.93	1.6
01-40-5060 PAYROLL TAXES	3,056.01	9,100.03	31,721.00	22,620.97	28.7
01-40-5065 WORKERS COMP	301.09	908.15	5,000.00	4,091.85	18.2
01-40-5066 HEALTH INSURANCE	4,697.92	18,850.18	68,272.00	49,421.82	27.6
01-40-5067 DEFERRED COMP/RETIREMENT	2,936.16	8,806.52	23,000.00	14,193.48	38.3
01-40-5068 MEDICAL SAVINGS	114.58	748.32	3,480.00	2,731.68	21.5
01-40-5075 EMPLOYMENT/RECRUITMENT EXPENSE	263.84	563.34	500.00	(63.34)	112.7
01-40-5200 OFFICE SUPPLIES	1,032.52	1,966.22	12,000.00	10,033.78	16.4
01-40-5201 COMPUTER/TECHNOLOGY	3,229.99	20,173.13	40,000.00	19,826.87	50.4
01-40-5202 PRINTING EXPENSE	.00	105.42	10,000.00	9,894.58	1.1
01-40-5203 UNIFORMS	.00	110.00	1,200.00	1,090.00	9.2
01-40-5205 POSTAGE	122.86	1,351.68	8,000.00	6,648.32	16.9
01-40-5210 OPERATING SUPPLIES	573.31	1,845.84	7,500.00	5,654.16	24.6
01-40-5212 FURNISHINGS	372.69	1,088.19	5,000.00	3,911.81	21.8
01-40-5215 REPAIRS & MAINT	696.06	4,887.24	60,000.00	55,112.76	8.2
01-40-5220 TOWN DECORATIONS	.00	249.82	.00	(249.82)	.0
01-40-5253 GAS & OIL	46.24	134.05	1,000.00	865.95	13.4
01-40-5300 TELEPHONE	256.20	1,705.76	7,002.00	5,296.24	24.4
01-40-5305 UTILITIES	1,135.35	2,785.46	12,978.00	10,192.54	21.5
01-40-5310 TRASH REMOVAL	(48.30)	214.05	3,134.00	2,919.95	6.8
01-40-5315 COPIER EXPENSES	626.94	2,217.53	9,000.00	6,782.47	24.6
01-40-5320 PROPERTY & LIABILITY INSURANCE	1,502.34	2,833.22	7,455.00	4,621.78	38.0
01-40-5325 INTERNET/WEBSITE EXPENSE	647.28	3,817.18	10,000.00	6,182.82	38.2
01-40-5330 TRAINING	1,427.00	5,776.37	22,000.00	16,223.63	26.3
01-40-5331 DUES AND SUBSCRIPTIONS	791.77	3,646.70	7,500.00	3,853.30	48.6
01-40-5332 TUITION REIMBURSEMENT	.00	.00	6,000.00	6,000.00	.0
01-40-5351 RED DEER LAKE MAINTENANCE	.00	.00	2,000.00	2,000.00	.0
01-40-5353 WATER ASSESSMENTS	.00	413.50	1,400.00	986.50	29.5
01-40-5400 LEGAL FEES	17,639.07	47,748.44	184,680.00	136,931.56	25.9
01-40-5401 CONSULTING FEES	12,300.67	29,678.46	130,952.00	101,273.54	22.7
01-40-5415 AUDIT FEES	.00	.00	13,191.00	13,191.00	.0
01-40-5416 PASSPORT EXPENSES	.00	.00	1,000.00	1,000.00	.0
01-40-5425 COUNTY TREASURER'S FEE	992.21	4,916.74	12,438.00	7,521.26	39.5
01-40-5426 PROPERTY/SALES TAX REBATE	.00	.00	1,000.00	1,000.00	.0
01-40-5700 MISC. EXPENSE	559.24	987.01	10,000.00	9,012.99	9.9
01-40-5701 BANK FEES	1,760.60	6,997.63	11,000.00	4,002.37	63.6
01-40-5705 MILEAGE	554.45	1,682.44	5,000.00	3,317.56	33.7
01-40-5720 CONTINGENCIES	.00	.00	25,000.00	25,000.00	.0
TOTAL ADMINISTRATION	98,082.09	308,033.82	1,173,151.00	865,117.18	26.3

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 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	1,990.39	5,971.17	18,750.00	12,778.83	31.9
01-41-5030 MAYOR AND BOARD SALARIES	2,216.00	8,264.00	26,592.00	18,328.00	31.1
01-41-5060 PAYROLL TAXES	319.01	1,073.90	3,469.00	2,395.10	31.0
01-41-5065 WORKERS COMP	3.03	9.79	150.00	140.21	6.5
01-41-5066 HEALTH INSURANCE	183.69	734.76	2,527.00	1,792.24	29.1
01-41-5067 DEFERRED COMP	99.51	298.53	1,073.00	774.47	27.8
01-41-5068 MEDICAL SAVINGS	6.24	24.96	102.00	77.04	24.5
01-41-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	500.00	500.00	.0
01-41-5201 COMPUTER / TECHNOLOGY	2,070.00	5,914.00	10,000.00	4,086.00	59.1
01-41-5210 OPERATING SUPPLIES	.00	23.98	2,000.00	1,976.02	1.2
01-41-5212 FURNISHINGS	.00	399.99	11,500.00	11,100.01	3.5
01-41-5230 ELECTIONS	.00	.00	15,000.00	15,000.00	.0
01-41-5320 PROPERTY & LIABILITY INSURANCE	600.93	1,325.78	2,982.00	1,656.22	44.5
01-41-5330 TRAINING	666.00	3,042.58	15,000.00	11,957.42	20.3
01-41-5331 DUES & SUBSCRIPTIONS	.00	408.00	1,000.00	592.00	40.8
01-41-5340 PUBLISHED NOTICES	96.04	252.29	2,500.00	2,247.71	10.1
01-41-5341 ORDINANCE CODIFICATION	.00	1,065.00	6,500.00	5,435.00	16.4
01-41-5347 COMMUNITY CONTRIBUTIONS	600.00	15,600.00	24,000.00	8,400.00	65.0
01-41-5430 RECORDING FEES	1.00	2.00	4,000.00	3,998.00	.1
01-41-5700 MISC. EXPENSE	143.00	773.04	5,000.00	4,226.96	15.5
01-41-5841 BOARD OUTREACH ACTIVITIES	.00	.00	10,000.00	10,000.00	.0
TOTAL BOARD OF TRUSTEES	8,994.84	45,183.77	162,645.00	117,461.23	27.8

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2022

Section 9, Item b.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
01-42-5001 SALARIES & WAGES	133,860.91	385,121.22	1,343,687.00	958,565.78	28.7
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	592.31	1,776.93	6,000.00	4,223.07	29.6
01-42-5055 OVERTIME	5,273.13	19,174.62	25,000.00	5,825.38	76.7
01-42-5060 PAYROLL TAXES	3,525.02	10,209.48	29,536.00	19,326.52	34.6
01-42-5065 WORKERS COMP	3,543.29	10,279.50	20,000.00	9,720.50	51.4
01-42-5066 HEALTH INSURANCE	13,689.34	50,755.19	198,509.00	147,753.81	25.6
01-42-5067 DEFERRED COMP	623.04	1,872.04	5,000.00	3,127.96	37.4
01-42-5068 MEDICAL SAVINGS	171.18	680.18	4,000.00	3,319.82	17.0
01-42-5069 FPPA	10,103.64	28,953.07	106,339.00	77,385.93	27.2
01-42-5071 D&D	3,592.45	10,294.52	36,496.00	26,201.48	28.2
01-42-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	805.00	7,500.00	6,695.00	10.7
01-42-5200 OFFICE SUPPLIES	.00	236.15	4,000.00	3,763.85	5.9
01-42-5201 COMPUTER / TECHNOLOGY	495.97	12,397.96	26,125.00	13,727.04	47.5
01-42-5203 UNIFORMS	.00	119.00	400.00	281.00	29.8
01-42-5210 OPERATING SUPPLIES	468.08	1,630.74	17,000.00	15,369.26	9.6
01-42-5215 REPAIR & MAINTENANCE	1,010.00	2,324.05	17,500.00	15,175.95	13.3
01-42-5216 FLEET R&M	175.54	1,030.24	20,000.00	18,969.76	5.2
01-42-5253 GAS & OIL	3,244.68	7,837.81	25,000.00	17,162.19	31.4
01-42-5254 TOOLS & EQUIPMENT	4,764.32	7,662.47	17,800.00	10,137.53	43.1
01-42-5255 EQUIPMENT	7,580.99	24,145.31	66,710.00	42,564.69	36.2
01-42-5300 COMMUNICATION/DISPATCH SERV	1,151.41	3,656.46	15,480.00	11,823.54	23.6
01-42-5305 UTILITIES	1,018.59	2,894.52	10,000.00	7,105.48	29.0
01-42-5310 TRASH REMOVAL	.00	75.57	3,000.00	2,924.43	2.5
01-42-5315 COPIER EXPENSE	196.91	621.36	1,750.00	1,128.64	35.5
01-42-5320 GENERAL LIABILITY INSURANCE	8,413.09	18,561.05	45,992.00	27,430.95	40.4
01-42-5325 INTERNET/WEBSITE EXPENSE	264.90	659.75	.00	(659.75)	.0
01-42-5330 TRAINING	4,341.58	8,294.10	18,300.00	10,005.90	45.3
01-42-5331 DUES & MEMBERSHIPS	.00	3,818.45	10,460.00	6,641.55	36.5
01-42-5332 TUITION REIMBURSEMENT	.00	.00	6,000.00	6,000.00	.0
01-42-5343 DISPATCH SERVICES	.00	31,941.00	30,841.00	(1,100.00)	103.6
01-42-5346 ANIMAL IMPOUND FEE	250.00	690.00	4,000.00	3,310.00	17.3
01-42-5347 COMMUNITY CONTRACT SERVICES	.00	4,500.00	12,000.00	7,500.00	37.5
01-42-5348 PEST CONTROL	.00	.00	10,000.00	10,000.00	.0
01-42-5349 WELLNESS PROGRAM	15.00	60.00	.00	(60.00)	.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
01-42-5700 MISC. EXPENSE	.00	815.77	7,000.00	6,184.23	11.7
TOTAL POLICE	208,365.37	654,077.51	2,223,172.00	1,569,094.49	29.4

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2022

Section 9, Item b.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY DEVELOPMENT</u>					
01-43-5001 SALARIES & WAGES	30,539.96	91,501.13	265,160.00	173,658.87	34.5
01-43-5055 OVERTIME	.00	.00	1,000.00	1,000.00	.0
01-43-5060 PAYROLL TAXES	2,342.11	6,961.80	20,361.00	13,399.20	34.2
01-43-5065 WORKERS COMP	31.62	94.73	700.00	605.27	13.5
01-43-5066 HEALTH INSURANCE	3,048.31	12,193.24	82,844.00	70,650.76	14.7
01-43-5067 DEFERRED COMP	1,527.00	4,575.06	21,559.00	16,983.94	21.2
01-43-5068 MEDICAL SAVINGS	81.24	324.96	464.00	139.04	70.0
01-43-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	500.00	500.00	.0
01-43-5200 OFFICE SUPPLIES	5.54	5.54	750.00	744.46	.7
01-43-5201 COMPUTER / TECHNOLOGY	3,093.75	3,093.75	10,000.00	6,906.25	30.9
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	139.48	355.00	1,200.00	845.00	29.6
01-43-5320 PROPERTY & LIABILITY INSURANCE	2,403.74	5,303.16	11,928.00	6,624.84	44.5
01-43-5330 TRAINING	.00	604.45	10,000.00	9,395.55	6.0
01-43-5331 DUES & MEMBERSHIPS	.00	.00	2,000.00	2,000.00	.0
01-43-5410 CONSULTANTS	3,037.50	10,813.75	25,000.00	14,186.25	43.3
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	5,395.14	146,344.75	641,862.00	495,517.25	22.8
01-43-5700 MISC.	74.11	332.45	1,500.00	1,167.55	22.2
TOTAL COMMUNITY DEVELOPMENT	51,719.50	282,868.33	1,152,628.00	869,759.67	24.5

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2022

Section 9, Item b.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREETS</u>					
01-44-5001 SALARIES & WAGES	26,785.49	77,077.33	233,605.00	156,527.67	33.0
01-44-5050 CLEANING	190.31	380.62	.00	(380.62)	.0
01-44-5055 OVERTIME	228.07	414.38	9,000.00	8,585.62	4.6
01-44-5060 PAYROLL TAXES	2,052.82	5,828.72	18,559.00	12,730.28	31.4
01-44-5065 WORKERS COMPENSATION	975.98	2,741.83	7,750.00	5,008.17	35.4
01-44-5066 HEALTH INSURANCE	3,417.69	13,232.73	33,339.00	20,106.27	39.7
01-44-5067 DEFERRED COMP	1,222.65	3,488.82	4,533.00	1,044.18	77.0
01-44-5068 MEDICAL SAVINGS	94.28	301.86	500.00	198.14	60.4
01-44-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	2,000.00	2,000.00	.0
01-44-5201 COMPUTER / TECHNOLOGY	2,523.75	5,773.75	20,000.00	14,226.25	28.9
01-44-5203 UNIFORMS	.00	425.00	2,250.00	1,825.00	18.9
01-44-5210 OPERATING SUPPLIES	145.45	2,266.30	4,000.00	1,733.70	56.7
01-44-5212 FURNISHINGS	.00	.00	5,000.00	5,000.00	.0
01-44-5215 REPAIRS & MAINTENANCE	.00	10.99	.00	(10.99)	.0
01-44-5216 FLEET R&M	6,889.63	11,148.49	40,000.00	28,851.51	27.9
01-44-5251 SHOP REPAIRS	.00	255.23	.00	(255.23)	.0
01-44-5252 STREET SIGNS	60,565.71	62,526.71	.00	(62,526.71)	.0
01-44-5253 GAS & OIL	1,942.99	6,284.30	20,000.00	13,715.70	31.4
01-44-5254 TOOLS	.00	499.90	20,000.00	19,500.10	2.5
01-44-5255 SAFETY EQUIPMENT	119.32	1,647.72	3,500.00	1,852.28	47.1
01-44-5300 TELEPHONE	418.36	914.14	2,500.00	1,585.86	36.6
01-44-5305 UTILITIES	3,681.88	11,407.68	35,000.00	23,592.32	32.6
01-44-5310 TRASH REMOVAL	.00	60.38	.00	(60.38)	.0
01-44-5320 PROPERTY & LIABILITY INSURANCE	7,511.69	16,572.37	37,276.00	20,703.63	44.5
01-44-5330 TRAINING	58.58	283.58	5,000.00	4,716.42	5.7
01-44-5331 DUES & MEMBERSHIPS	120.00	370.00	2,000.00	1,630.00	18.5
01-44-5360 STREET SWEEPING	.00	3,832.50	.00	(3,832.50)	.0
01-44-5363 WEED CONTROL	.00	.00	3,000.00	3,000.00	.0
01-44-5364 SNOW REMOVAL	26,203.62	34,804.23	100,000.00	65,195.77	34.8
01-44-5369 EQUIPMENT RENTAL	1,515.30	5,530.60	48,650.00	43,119.40	11.4
01-44-5500 CAPITAL OUTLAY	6,000.00	6,000.00	.00	(6,000.00)	.0
01-44-5502 CAPITAL OUTLAY--EQUIPMENT	.00	32.70	250,000.00	249,967.30	.0
01-44-5700 MISC. EXPENSE	.00	.00	4,000.00	4,000.00	.0
01-44-5720 CONTINGENCY	.00	.00	10,000.00	10,000.00	.0
 TOTAL STREETS	 152,663.57	 274,112.86	 921,462.00	 647,349.14	 29.8

TOWN OF MEAD
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GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS</u>					
01-45-5001 SALARIES & WAGES	24,414.03	72,745.26	222,258.00	149,512.74	32.7
01-45-5055 OVERTIME	190.49	546.21	2,678.00	2,131.79	20.4
01-45-5060 PAYROLL TAXES	1,882.11	5,579.04	17,208.00	11,628.96	32.4
01-45-5065 WORKERS COMP	915.94	2,664.71	5,000.00	2,335.29	53.3
01-45-5066 HEALTH INSURANCE	3,186.31	12,259.13	28,992.00	16,732.87	42.3
01-45-5067 DEFERRED COMP	952.87	3,005.72	7,709.00	4,703.28	39.0
01-45-5068 MEDICAL SAVINGS	89.15	308.66	468.00	159.34	66.0
01-45-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	500.00	500.00	.0
01-45-5210 OPERATING SUPPLIES	374.65	1,082.69	6,000.00	4,917.31	18.0
01-45-5212 FURNISHINGS	.00	.00	5,000.00	5,000.00	.0
01-45-5215 REPAIRS & MAINTENANCE	972.00	1,699.11	63,000.00	61,300.89	2.7
01-45-5216 FLEET R&M	.00	205.63	8,000.00	7,794.37	2.6
01-45-5253 GAS & OIL	693.73	2,243.76	5,000.00	2,756.24	44.9
01-45-5254 UNIFORMS	714.96	977.36	1,350.00	372.64	72.4
01-45-5300 TELEPHONE	425.00	546.00	588.00	42.00	92.9
01-45-5305 UTILITIES	725.50	2,149.10	36,750.00	34,600.90	5.9
01-45-5310 TRASH REMOVAL	429.00	610.11	1,000.00	389.89	61.0
01-45-5320 PROPERTY & LIABILITY INSURANCE	3,004.67	6,628.94	14,911.00	8,282.06	44.5
01-45-5330 TRAINING	766.00	2,466.25	750.00	(1,716.25)	328.8
01-45-5348 PEST CONTROL	349.00	349.00	33,000.00	32,651.00	1.1
01-45-5349 WELLNESS PROGRAM	9.75	9.75	.00	(9.75)	.0
01-45-5363 WEED CONTROL	.00	.00	5,000.00	5,000.00	.0
01-45-5369 EQUIPMENT RENTAL	.00	.00	1,000.00	1,000.00	.0
01-45-5370 LANDSCAPING	.00	.00	32,000.00	32,000.00	.0
01-45-5371 TREE MAINTENANCE	.00	.00	20,000.00	20,000.00	.0
01-45-5372 IRRIGATION SYSTEM	.00	.00	5,000.00	5,000.00	.0
TOTAL PARKS	40,095.16	116,076.43	523,162.00	407,085.57	22.2
<u>DRAINAGE</u>					
01-46-5215 REPAIRS & MAINTENANCE	.00	36.89	.00	(36.89)	.0
TOTAL DRAINAGE	.00	36.89	.00	(36.89)	.0

TOWN OF MEAD
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GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ENGINEERING</u>					
01-47-5001 SALARIES & WAGES	40,938.40	122,730.57	358,026.00	235,295.43	34.3
01-47-5050 CLEANING	.00	.00	6,000.00	6,000.00	.0
01-47-5055 OVERTIME	1,578.96	1,670.16	4,000.00	2,329.84	41.8
01-47-5060 PAYROLL TAXES	3,250.07	9,403.71	27,695.00	18,291.29	34.0
01-47-5065 WORKERS COMP	1,119.51	3,210.22	2,122.00	(1,088.22)	151.3
01-47-5066 HEALTH INSURANCE	3,259.63	13,081.44	23,227.00	10,145.56	56.3
01-47-5067 DEFERRED COMP	1,742.94	5,071.25	3,306.00	(1,765.25)	153.4
01-47-5068 MEDICAL SAVINGS	114.54	408.18	234.00	(174.18)	174.4
01-47-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	1,000.00	1,000.00	.0
01-47-5201 COMPUTER/TECHNOLOGY	79.95	1,359.93	4,000.00	2,640.07	34.0
01-47-5203 UNIFORMS	.00	782.00	1,000.00	218.00	78.2
01-47-5210 OPERATING SUPPLIES	.00	415.34	3,000.00	2,584.66	13.8
01-47-5212 FURNISHINGS	.00	.00	3,000.00	3,000.00	.0
01-47-5215 REPAIRS & MAINTENANCE	.00	158.45	20,000.00	19,841.55	.8
01-47-5216 REPAIR & MAINTENANCE--FLEET	65.03	138.86	5,000.00	4,861.14	2.8
01-47-5253 GAS & OIL	520.75	1,316.99	3,000.00	1,683.01	43.9
01-47-5300 TELEPHONE	286.04	1,999.51	2,400.00	400.49	83.3
01-47-5305 UTILITIES	.00	.00	1,500.00	1,500.00	.0
01-47-5310 TRASH	.00	120.76	1,500.00	1,379.24	8.1
01-47-5315 COPIER EXPENSES	.00	.00	900.00	900.00	.0
01-47-5320 PROPERTY & LIABILITY INSURANCE	1,502.35	3,314.49	7,455.00	4,140.51	44.5
01-47-5330 TRAINING	.00	483.15	5,000.00	4,516.85	9.7
01-47-5331 DUES & SUBSCRIPTIONS	270.00	540.00	1,500.00	960.00	36.0
01-47-5405 ENGINEERING FEES	280.00	4,311.20	55,000.00	50,688.80	7.8
01-47-5700 MISC. EXPENSE	93.71	251.84	5,000.00	4,748.16	5.0
TOTAL ENGINEERING	55,101.88	170,768.05	544,865.00	374,096.95	31.3

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GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MUNICIPAL COURT</u>					
01-48-5001 SALARIES & WAGES	5,105.58	15,316.74	47,350.00	32,033.26	32.4
01-48-5040 JUDGE	1,000.00	3,000.00	18,400.00	15,400.00	16.3
01-48-5055 OVERTIME	.00	.00	600.00	600.00	.0
01-48-5060 PAYROLL TAXES	391.15	1,163.86	5,076.00	3,912.14	22.9
01-48-5065 WORKERS COMP	5.31	15.93	1,153.00	1,137.07	1.4
01-48-5066 HEALTH INSURANCE	592.86	2,371.44	10,020.00	7,648.56	23.7
01-48-5067 DEFERRED COMP	255.27	765.81	2,429.00	1,663.19	31.5
01-48-5068 MEDICAL SAVINGS	6.24	24.96	104.00	79.04	24.0
01-48-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	500.00	500.00	.0
01-48-5201 COMPUTER/TECHNOLOGY	144.00	576.00	3,000.00	2,424.00	19.2
01-48-5203 UNIFORMS	.00	.00	200.00	200.00	.0
01-48-5300 TELEPHONE	50.75	152.29	720.00	567.71	21.2
01-48-5320 PROPERTY & LIABILITY INSURANCE	600.93	1,325.78	2,982.00	1,656.22	44.5
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	.00	3,969.00	25,000.00	21,031.00	15.9
01-48-5456 PUBLIC DEFENDER	.00	.00	10,000.00	10,000.00	.0
01-48-5700 MISC. EXPENSE	.00	15.03	500.00	484.97	3.0
TOTAL MUNICIPAL COURT	8,152.09	28,718.84	129,034.00	100,315.16	22.3

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
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GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY ENGAGEMENT</u>					
01-49-5001 SALARIES & WAGES	18,859.35	52,022.86	144,220.00	92,197.14	36.1
01-49-5055 OVERTIME	.00	87.62	5,000.00	4,912.38	1.8
01-49-5060 PAYROLL TAXES	1,426.11	3,873.20	11,415.00	7,541.80	33.9
01-49-5065 WORKERS COMP	237.78	641.24	3,379.00	2,737.76	19.0
01-49-5066 HEALTH INSURANCE	1,824.19	7,296.76	16,987.00	9,690.24	43.0
01-49-5067 DEFERRED COMP	444.24	1,273.48	1,325.00	51.52	96.1
01-49-5068 MEDICAL SAVINGS	29.16	116.64	208.00	91.36	56.1
01-49-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	1,500.00	1,500.00	.0
01-49-5201 COMPUTER/TECHNOLOGY	.00	.00	2,500.00	2,500.00	.0
01-49-5202 PRINTING EXPENSE	.00	3,632.72	10,000.00	6,367.28	36.3
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	177.32	10,000.00	9,822.68	1.8
01-49-5236 COMMUNITY ENGAGEMENT	.00	.00	8,500.00	8,500.00	.0
01-49-5260 RECREATION PROGRAM	6,556.06	17,309.11	52,320.00	35,010.89	33.1
01-49-5261 COMMUNITY DAY	1,500.00	1,500.00	41,600.00	40,100.00	3.6
01-49-5262 TOWN EVENTS	15,860.52	28,015.96	59,500.00	31,484.04	47.1
01-49-5265 SENIOR EVENTS	(1,703.45)	(555.45)	13,550.00	14,105.45	(4.1)
01-49-5300 TELEPHONE	68.00	272.00	960.00	688.00	28.3
01-49-5320 GENERAL LIABILITY INSURANCE	2,403.74	5,303.16	12,151.00	6,847.84	43.6
01-49-5330 TRAINING	381.00	381.00	2,500.00	2,119.00	15.2
01-49-5331 DUES/MEMBERSHIPS	417.00	5,059.86	5,000.00	(59.86)	101.2
01-49-5349 WELLNESS PROGRAM	325.25	3,573.87	15,000.00	11,426.13	23.8
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	2,417.04	2,417.04	21,500.00	19,082.96	11.2
TOTAL COMMUNITY ENGAGEMENT	51,045.99	139,148.39	469,115.00	329,966.61	29.7
<u>NON-DEPARTMENTAL</u>					
01-90-5016 SALARY ADJUSTMENTS	.00	.00	30,000.00	30,000.00	.0
01-90-5804 TRANSFER TO STREET IMPVT FD	.00	93,750.00	375,000.00	281,250.00	25.0
01-90-8151 SPECIAL PROJECTS	.00	.00	75,000.00	75,000.00	.0
01-90-8155 ARPA BROADBAND	7,539.75	9,339.75	1,164,136.00	1,154,796.25	.8
01-90-8910 CONTINGENCY	.00	.00	355,616.00	355,616.00	.0
TOTAL NON-DEPARTMENTAL	7,539.75	103,089.75	1,999,752.00	1,896,662.25	5.2
TOTAL FUND EXPENDITURES	681,760.24	2,122,114.64	9,298,986.00	7,176,871.36	22.8
NET REVENUE OVER EXPENDITURES	278,952.13	1,314,947.85	6.00	(1,314,941.85)	21915

TOWN OF MEAD
BALANCE SHEET
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STREET IMPROVEMENT FUND

ASSETS

04-01-0100	FUND 04 ALLOCATION--STREET IMP	612,335.33	
	TOTAL ASSETS		612,335.33

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
REVENUE OVER EXPENDITURES - YTD	612,335.33		
BALANCE - CURRENT DATE		612,335.33	
TOTAL FUND EQUITY			612,335.33
TOTAL LIABILITIES AND EQUITY			612,335.33

TOWN OF MEAD
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STREET IMPROVEMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>SOURCE 10</u>					
04-10-4010	SALES TAX	84,230.56	183,479.35	1,670,723.00	1,487,243.65	11.0
04-10-4030	BUILDING USE TAX	127,151.95	358,033.53	557,715.00	199,681.47	64.2
	TOTAL SOURCE 10	211,382.51	541,512.88	2,228,438.00	1,686,925.12	24.3
	<u>SOURCE 16</u>					
04-16-4601	TRANSFER FROM GF	.00	93,750.00	375,000.00	281,250.00	25.0
	TOTAL SOURCE 16	.00	93,750.00	375,000.00	281,250.00	25.0
	TOTAL FUND REVENUE	211,382.51	635,262.88	2,603,438.00	1,968,175.12	24.4
	<u>EXPENDITURES--STREET IMP FUND</u>					
04-44-5215	REPAIRS & MAINTENANCE--STREETS	.00	.00	100,000.00	100,000.00	.0
04-44-5250	ASPHALT/STREET PATCHING	2,056.00	2,056.00	50,000.00	47,944.00	4.1
04-44-5252	STREET SIGNS & MARKERS	4,790.00	4,790.00	40,000.00	35,210.00	12.0
04-44-5361	DUST CONTROL	.00	2,205.00	40,000.00	37,795.00	5.5
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	.00	10,000.00	10,000.00	.0
04-44-5367	STREET STRIPING	.00	.00	75,000.00	75,000.00	.0
04-44-5369	REPAIR & MAINTENANCE--BRIDGES	.00	.00	100,000.00	100,000.00	.0
04-44-5405	ENGINEERING FEES	13,876.55	13,876.55	100,000.00	86,123.45	13.9
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	20,722.55	22,927.55	2,603,438.00	2,580,510.45	.9
	TOTAL FUND EXPENDITURES	20,722.55	22,927.55	2,603,438.00	2,580,510.45	.9
	NET REVENUE OVER EXPENDITURES	190,659.96	612,335.33	.00	(612,335.33)	.0

TOWN OF MEAD
BALANCE SHEET
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CONSERVATION TRUST FUND

ASSETS

05-01-0100	CASH IN COMMON - CTF	80,899.09	
	TOTAL ASSETS		80,899.09

LIABILITIES AND EQUITY

FUND EQUITY

05-02-3001	FUND BALANCE	64,322.85	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	16,576.24	
	BALANCE - CURRENT DATE	16,576.24	
	TOTAL FUND EQUITY		80,899.09
	TOTAL LIABILITIES AND EQUITY		80,899.09

TOWN OF MEAD
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CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>LOTTERY REVENUE</u>					
05-17-4630	LOTTERY REVENUE	.00	16,528.98	60,000.00	43,471.02	27.6
	TOTAL LOTTERY REVENUE	.00	16,528.98	60,000.00	43,471.02	27.6
	<u>MISCELLANEOUS REVENUE</u>					
05-18-4619	INTEREST & DIVIDEND INCOME	24.21	47.26	20.00	(27.26)	236.3
	TOTAL MISCELLANEOUS REVENUE	24.21	47.26	20.00	(27.26)	236.3
	TOTAL FUND REVENUE	24.21	16,576.24	60,020.00	43,443.76	27.6
05-45-5506	CAPITAL OUTLAY--PARKS & EQUIP	.00	.00	106,000.00	106,000.00	.0
	TOTAL DEPARTMENT 45	.00	.00	106,000.00	106,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	106,000.00	106,000.00	.0
	NET REVENUE OVER EXPENDITURES	24.21	16,576.24	(45,980.00)	(62,556.24)	36.1

TOWN OF MEAD
BALANCE SHEET
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SEWER FUND

ASSETS

06-01-0100	CASH IN COMMON - SF OP	1,700,179.43	
06-01-1302	PREPAID EXPENSE	449.26	
06-01-1305	ACCUM DEPRECIATION - PLANT & E	(3,228,332.32)	
06-01-1306	A/R-UTILITY BILLING	92,563.24	
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		7,171,194.69

LIABILITIES AND EQUITY

LIABILITIES

06-02-2000	ACCOUNTS PAYABLE	3,818.23	
06-02-2005	RETAINAGE PAYABLE	891.00	
06-02-2200	LOAN PAYABLE CWRPDA--LT	1,471,196.31	
06-02-2201	LOAN PAYABLE CWRPDA--CURRENT	76,793.89	
06-02-2310	EMPLOYEE HEALTH INS. PAYABLE	1,143.55	
06-02-2312	WORKERS COMP INSURANCE PAYABLE	(173.50)	
06-02-2314	401(A) CONTRIBUTIONS PAYABLE	499.14	
06-02-2401	SOCIAL SECURITY TAX PAYABLE	16.74	
06-02-2402	MEDICARE TAX PAYABLE	3.91	
06-02-2404	STATE UNEMPLOYMENT TAX PAYABLE	31.28	
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		1,644,102.11

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	520,480.14	
	BALANCE - CURRENT DATE	960,880.14	
	TOTAL FUND EQUITY		5,527,092.58
	TOTAL LIABILITIES AND EQUITY		7,171,194.69

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SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>CHARGES FOR SERVICES</u>					
06-11-4150	SEWER USER FEES	74,594.18	283,114.81	888,667.00	605,552.19	31.9
06-11-4160	SEWER LATE/NSF FEES	1,260.00	5,210.00	18,092.00	12,882.00	28.8
06-11-4165	SEWER TAP FEES	31,690.00	512,727.00	480,745.00	(31,982.00)	106.7
	TOTAL CHARGES FOR SERVICES	107,544.18	801,051.81	1,387,504.00	586,452.19	57.7
	<u>MISCELLANEOUS REVENUE</u>					
06-18-4619	INTEREST & DIVIDEND INCOME	508.72	1,000.47	1,000.00	(.47)	100.1
06-18-4620	MISC. INCOME	.00	.00	1,000.00	1,000.00	.0
	TOTAL MISCELLANEOUS REVENUE	508.72	1,000.47	2,000.00	999.53	50.0
	TOTAL FUND REVENUE	108,052.90	802,052.28	1,389,504.00	587,451.72	57.7
	<u>ADMINISTRATION</u>					
06-40-5001	SALARIES & WAGES	16,093.42	47,991.94	159,981.00	111,989.06	30.0
06-40-5055	OVERTIME	416.79	469.02	2,000.00	1,530.98	23.5
06-40-5060	PAYROLL TAXES	1,249.92	3,618.91	12,392.00	8,773.09	29.2
06-40-5065	WORKERS COMP	385.71	1,106.15	2,186.00	1,079.85	50.6
06-40-5066	HEALTH INSURANCE	1,932.88	7,693.60	34,689.00	26,995.40	22.2
06-40-5067	DEFERRED COMP/RETIREMENT	734.21	2,156.03	7,153.00	4,996.97	30.1
06-40-5068	MEDICAL SAVINGS	49.23	177.92	274.00	96.08	64.9
06-40-5075	EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	500.00	500.00	.0
06-40-5201	COMPUTER / TECHNOLOGY	360.00	1,440.00	4,500.00	3,060.00	32.0
06-40-5205	POSTAGE	352.70	1,067.90	5,000.00	3,932.10	21.4
06-40-5254	UNIFORMS	.00	.00	914.00	914.00	.0
06-40-5300	TELEPHONE	103.51	276.03	720.00	443.97	38.3
06-40-5320	GENERAL LIABILITY INSURANCE	1,502.35	3,314.49	7,455.00	4,140.51	44.5
06-40-5331	DUES AND MEMBERSHIP	.00	1,000.00	828.00	(172.00)	120.8
06-40-5400	LEGAL FEES	783.69	2,348.92	9,720.00	7,371.08	24.2
06-40-5401	CONSULTING FEES	1,185.47	2,741.18	.00	(2,741.18)	.0
06-40-5405	ENGINEERING FEES	.00	3,966.60	30,000.00	26,033.40	13.2
06-40-5410	PLANNING/CONSULTANTS	162.91	498.81	2,040.00	1,541.19	24.5
06-40-5415	AUDIT FEES	.00	.00	6,596.00	6,596.00	.0
06-40-5460	ADMINISTRATIVE OVERHEAD	.00	.00	6,539.00	6,539.00	.0
06-40-5700	MISC. EXPENSE	.00	.00	500.00	500.00	.0
06-40-5705	MILEAGE	25.00	100.00	150.00	50.00	66.7
	TOTAL ADMINISTRATION	25,337.79	79,967.50	294,137.00	214,169.50	27.2

TOWN OF MEAD
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SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS</u>					
06-47-5210 OPERATING SUPPLIES	94.52	179.78	1,500.00	1,320.22	12.0
06-47-5215 REPAIRS & MAINT	3,840.81	18,710.29	95,360.00	76,649.71	19.6
06-47-5227 CHEMICALS	360.00	360.00	1,800.00	1,440.00	20.0
06-47-5231 SLUDGE DISPOSAL	3,124.50	21,568.43	97,850.00	76,281.57	22.0
06-47-5248 SEWER LINE REPAIRS	.00	.00	15,000.00	15,000.00	.0
06-47-5253 GAS & OIL	693.73	2,243.98	5,000.00	2,756.02	44.9
06-47-5305 UTILITIES	4,979.43	15,340.66	60,270.00	44,929.34	25.5
06-47-5310 TRASH	.00	267.78	1,071.00	803.22	25.0
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	5,449.17	15,536.85	57,750.00	42,213.15	26.9
06-47-5391 SEWER TESTING	657.60	1,786.08	6,000.00	4,213.92	29.8
06-47-5392 LINE LOCATOR	742.30	1,953.90	6,000.00	4,046.10	32.6
06-47-5393 STATE DISCHARGE PERMIT	200.00	725.11	3,500.00	2,774.89	20.7
06-47-5394 SEWER LINE FLUSHING	.00	.00	50,000.00	50,000.00	.0
06-47-5552 CAPITAL OUTLAY--WAS PUMPS	.00	610.00	.00	(610.00)	.0
06-47-5553 CAPITAL OUTLAY--PLC UPGRADES	675.09	28,381.09	.00	(28,381.09)	.0
06-47-5556 CAPITAL OUTLAY--CIPP	.00	2,951.43	225,000.00	222,048.57	1.3
06-47-5557 CAPITAL OUTLAY-HEADWORKS MECH	.00	912.00	400,000.00	399,088.00	.2
06-47-5720 CONTINGENCIES	.00	.00	5,000.00	5,000.00	.0
TOTAL OPERATIONS	20,817.15	111,527.38	1,033,101.00	921,573.62	10.8
<u>DEPARTMENT 58</u>					
06-58-5809 TRF TO MUNICIPAL FACILITIES FD	.00	25,000.00	100,000.00	75,000.00	25.0
TOTAL DEPARTMENT 58	.00	25,000.00	100,000.00	75,000.00	25.0
<u>DEPARTMENT 98</u>					
06-98-9801 2007 CWRPDA LOAN--PRINCIPAL	.00	38,064.83	76,794.00	38,729.17	49.6
06-98-9802 2007 CWRPDA LOAN--INTEREST	.00	27,012.43	53,361.00	26,348.57	50.6
TOTAL DEPARTMENT 98	.00	65,077.26	130,155.00	65,077.74	50.0
TOTAL FUND EXPENDITURES	46,154.94	281,572.14	1,557,393.00	1,275,820.86	18.1
NET REVENUE OVER EXPENDITURES	61,897.96	520,480.14	(167,889.00)	(688,369.14)	310.0

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POLICE FUND

ASSETS

08-01-0100	CASH IN COMMON - POLICE	213,955.23	
	TOTAL ASSETS		213,955.23

LIABILITIES AND EQUITY

FUND EQUITY

08-02-3001	FUND BALANCE	132,471.97	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	81,483.26	
	BALANCE - CURRENT DATE	81,483.26	
	TOTAL FUND EQUITY		213,955.23
	TOTAL LIABILITIES AND EQUITY		213,955.23

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POLICE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
08-11-4165 IMPACT FEES	34,409.42	84,260.39	196,101.00	111,840.61	43.0
TOTAL SOURCE 11	34,409.42	84,260.39	196,101.00	111,840.61	43.0
SOURCE 18					
08-18-4619 INTEREST & DIVIDEND INCOME	64.02	117.75	25.00	(92.75)	471.0
TOTAL SOURCE 18	64.02	117.75	25.00	(92.75)	471.0
TOTAL FUND REVENUE	34,473.44	84,378.14	196,126.00	111,747.86	43.0
DEPARTMENT 42					
08-42-5491 VEHICLE LEASE EXPENSES	1,012.95	2,894.88	41,120.00	38,225.12	7.0
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	1,012.95	2,894.88	250,845.00	247,950.12	1.2
TOTAL FUND EXPENDITURES	1,012.95	2,894.88	250,845.00	247,950.12	1.2
NET REVENUE OVER EXPENDITURES	33,460.49	81,483.26	(54,719.00)	(136,202.26)	148.9

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MUNICIPAL FACILITIES FUND

ASSETS

09-01-0100	CASH IN COMMON - MUNICIPAL	4,325,034.34	
09-01-1309	LAND	5,000.00	
	TOTAL ASSETS		4,330,034.34

LIABILITIES AND EQUITY

LIABILITIES

09-02-2000	ACCOUNTS PAYABLE	26,936.81	
09-02-2005	RETAINAGE PAYABLE	94,343.00	
	TOTAL LIABILITIES		121,279.81

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	(1,104,442.14)	
	BALANCE - CURRENT DATE	(1,104,442.14)	
	TOTAL FUND EQUITY		4,208,754.53
	TOTAL LIABILITIES AND EQUITY		4,330,034.34

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MUNICIPAL FACILITIES FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>FEEES</u>					
09-11-4165	IMPACT FEES	207,953.78	506,476.84	1,560,103.00	1,053,626.16	32.5
	TOTAL FEES	207,953.78	506,476.84	1,560,103.00	1,053,626.16	32.5
	<u>GRANTS</u>					
09-15-4545	GRANTS	.00	50,839.90	350,000.00	299,160.10	14.5
	TOTAL GRANTS	.00	50,839.90	350,000.00	299,160.10	14.5
	<u>SOURCE 16</u>					
09-16-4806	TRANSFER FROM SEWER FUND	.00	25,000.00	100,000.00	75,000.00	25.0
	TOTAL SOURCE 16	.00	25,000.00	100,000.00	75,000.00	25.0
	<u>MISCELLANEOUS REVENUE</u>					
09-18-4619	INTEREST & DIVIDEND INCOME	1,294.10	2,755.59	2,269.00	(486.59)	121.5
	TOTAL MISCELLANEOUS REVENUE	1,294.10	2,755.59	2,269.00	(486.59)	121.5
	TOTAL FUND REVENUE	209,247.88	585,072.33	2,012,372.00	1,427,299.67	29.1
	<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	2,732.98	14,464.85	45,047.00	30,582.15	32.1
TOTAL DEPARTMENT 45	2,732.98	14,464.85	45,047.00	30,582.15	32.1
<u>EXPENDITURES</u>					
09-50-5212 FURNISHINGS	.00	.00	50,000.00	50,000.00	.0
09-50-5500 CAPITAL OUTLAY	.00	.00	350,000.00	350,000.00	.0
09-50-5505 CAPITAL OUTLAY--OFFICE EQ	.00	.00	50,000.00	50,000.00	.0
09-50-5511 CAPITAL OUTLAY--PW FACILITY	317,287.13	1,383,909.81	4,420,000.00	3,036,090.19	31.3
09-50-5512 CAPITAL OUTLAY--TH IMPRVMTS	.00	.00	50,000.00	50,000.00	.0
09-50-5720 CONTINGENCIES	.00	.00	663,000.00	663,000.00	.0
TOTAL EXPENDITURES	317,287.13	1,383,909.81	5,583,000.00	4,199,090.19	24.8
<u>DEPARTMENT 51</u>					
09-51-5500 CAPITAL OUTLAY	26,936.81	247,896.63	487,249.00	239,352.37	50.9
TOTAL DEPARTMENT 51	26,936.81	247,896.63	487,249.00	239,352.37	50.9
TOTAL FUND EXPENDITURES	346,956.92	1,689,514.47	6,301,782.00	4,612,267.53	26.8
NET REVENUE OVER EXPENDITURES	(137,709.04)	(1,104,442.14)	(4,289,410.00)	(3,184,967.86)	(25.8)

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DOWNTOWN FUND

ASSETS

11-01-0100	CASH IN COMMON - DOWNTOWN	32,149.42	
	TOTAL ASSETS		32,149.42

LIABILITIES AND EQUITY

FUND EQUITY

11-02-3001	FUND BALANCE	32,133.03	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	16.39	
	BALANCE - CURRENT DATE	16.39	
	TOTAL FUND EQUITY		32,149.42
	TOTAL LIABILITIES AND EQUITY		32,149.42

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DOWNTOWN FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>MISCELLANEOUS REVENUE</u>					
11-18-4619	INTEREST & DIVIDEND INCOME	9.62	16.39	.00	(16.39)	.0
	TOTAL MISCELLANEOUS REVENUE	9.62	16.39	.00	(16.39)	.0
	TOTAL FUND REVENUE	9.62	16.39	.00	(16.39)	.0
	<u>ADMINISTRATION</u>					
11-40-5210	BANNERS & SIGNAGE	.00	.00	8,652.00	8,652.00	.0
11-40-5500	CAPITAL OUTLAY	.00	.00	15,000.00	15,000.00	.0
	TOTAL ADMINISTRATION	.00	.00	23,652.00	23,652.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	23,652.00	23,652.00	.0
	NET REVENUE OVER EXPENDITURES	9.62	16.39	(23,652.00)	(23,668.39)	.1

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STORM DRAINAGE FUND

ASSETS

13-01-0100	CASH IN COMMON - STORM DRAINAG	81,555.33	
	TOTAL ASSETS		81,555.33

LIABILITIES AND EQUITY

FUND EQUITY

13-02-3001	FUND BALANCE	110,872.36	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	(29,317.03)	
	BALANCE - CURRENT DATE	(29,317.03)	
	TOTAL FUND EQUITY		81,555.33
	TOTAL LIABILITIES AND EQUITY		81,555.33

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	24.40	55.19	150.00	94.81	36.8
	TOTAL MISCELLANEOUS REVENUE	24.40	55.19	150.00	94.81	36.8
	TOTAL FUND REVENUE	24.40	55.19	150.00	94.81	36.8
	<u>ADMINISTRATION</u>					
13-40-5500	CAPITAL OUTLAY	.00	9,787.22	25,000.00	15,212.78	39.2
13-40-5525	CAPITAL OUTLAY--WIND WALL	.00	2,835.00	.00	(2,835.00)	.0
	TOTAL ADMINISTRATION	.00	12,622.22	25,000.00	12,377.78	50.5
	<u>TRANSFERS OUT</u>					
13-90-5914	TRANSFER TO TRANSPORTATION FD	.00	16,750.00	67,001.00	50,251.00	25.0
	TOTAL TRANSFERS OUT	.00	16,750.00	67,001.00	50,251.00	25.0
	TOTAL FUND EXPENDITURES	.00	29,372.22	92,001.00	62,628.78	31.9
	NET REVENUE OVER EXPENDITURES	24.40	(29,317.03)	(91,851.00)	(62,533.97)	(31.9)

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TRANSPORTATION FUND

ASSETS

14-01-0100	CASH IN COMMON - TRANSPORTATIO	4,973,267.22	
	TOTAL ASSETS		4,973,267.22

LIABILITIES AND EQUITY

LIABILITIES

14-02-2005	RETAINAGE PAYABLE	92,793.28	
	TOTAL LIABILITIES		92,793.28

FUND EQUITY

14-02-3001	FUND BALANCE	3,405,248.02	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	1,475,225.92	
	BALANCE - CURRENT DATE	1,475,225.92	
	TOTAL FUND EQUITY		4,880,473.94
	TOTAL LIABILITIES AND EQUITY		4,973,267.22

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TRANSPORTATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>FEES</u>					
14-11-4165	IMPACT FEES	475,611.38	1,246,270.51	2,682,344.00	1,436,073.49	46.5
	TOTAL FEES	475,611.38	1,246,270.51	2,682,344.00	1,436,073.49	46.5
	<u>GRANTS</u>					
14-15-4570	GRANTS	.00	26,016.23	620,000.00	593,983.77	4.2
	TOTAL GRANTS	.00	26,016.23	620,000.00	593,983.77	4.2
	<u>SOURCE 16</u>					
14-16-4813	TRANSFER FROM STORM DRAINAGE	.00	16,750.00	67,001.00	50,251.00	25.0
14-16-4820	TRANSFER FROM MURA	.00	312,500.00	1,250,000.00	937,500.00	25.0
	TOTAL SOURCE 16	.00	329,250.00	1,317,001.00	987,751.00	25.0
	<u>MISCELLANEOUS REVENUE</u>					
14-18-4619	INTEREST & DIVIDEND INCOME	1,393.09	2,506.74	2,000.00	(506.74)	125.3
	TOTAL MISCELLANEOUS REVENUE	1,393.09	2,506.74	2,000.00	(506.74)	125.3
	TOTAL FUND REVENUE	477,004.47	1,604,043.48	4,621,345.00	3,017,301.52	34.7
	<u>EXPENDITURES</u>					
14-40-5405	ENGINEERING FEES	.00	.00	30,000.00	30,000.00	.0
14-40-5500	CAPITAL OUTLAY--WELKER/3RD	2,917.00	15,415.25	4,525,000.00	4,509,584.75	.3
14-40-5501	CAPITAL OUTLAY--SAFE RTESTOSCH	.00	.00	400,000.00	400,000.00	.0
14-40-5505	CAPITAL OUTLAY--3RD ST.& TRAIL	69,690.25	112,775.00	.00	(112,775.00)	.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	.00	.00	100,000.00	100,000.00	.0
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	73,234.56	128,817.56	5,902,500.00	5,773,682.44	2.2
	TOTAL FUND EXPENDITURES	73,234.56	128,817.56	5,902,500.00	5,773,682.44	2.2

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TRANSPORTATION FUND					
	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	403,769.91	1,475,225.92	(1,281,155.00)	(2,756,380.92)	115.2

TOWN OF MEAD
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PARKS & OPEN SPACE

ASSETS

18-01-0100	CASH IN COMMON - PARKS & OPEN	1,574,594.53	
	TOTAL ASSETS		1,574,594.53

LIABILITIES AND EQUITY

LIABILITIES

18-02-2000	ACCOUNTS PAYABLE	6,225.26	
18-02-2005	RETAINAGE PAYABLE	15,783.86	
	TOTAL LIABILITIES		22,009.12

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	(252,038.75)	
	BALANCE - CURRENT DATE	(252,038.75)	
	TOTAL FUND EQUITY		1,552,585.41
	TOTAL LIABILITIES AND EQUITY		1,574,594.53

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PARKS & OPEN SPACE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>FEEES</u>					
18-11-4165	IMPACT FEES	30,998.00	70,450.00	744,077.00	673,627.00	9.5
	TOTAL FEES	30,998.00	70,450.00	744,077.00	673,627.00	9.5
	<u>MISCELLANEOUS REVENUE</u>					
18-18-4619	INTEREST & DIVIDEND INCOME	558.34	1,125.61	1,200.00	74.39	93.8
	TOTAL MISCELLANEOUS REVENUE	558.34	1,125.61	1,200.00	74.39	93.8
	TOTAL FUND REVENUE	31,556.34	71,575.61	745,277.00	673,701.39	9.6
	<u>ADMINISTRATION</u>					
18-40-5500	CAPITAL OUTLAY	72,771.75	307,528.16	400,000.00	92,471.84	76.9
18-40-5720	CONTINGENCIES	.00	.00	200,000.00	200,000.00	.0
	TOTAL ADMINISTRATION	72,771.75	307,528.16	600,000.00	292,471.84	51.3
	<u>DEPARTMENT 45</u>					
18-45-5500	CAPITAL OUTLAY	.00	9,373.00	18,333.00	8,960.00	51.1
	TOTAL DEPARTMENT 45	.00	9,373.00	18,333.00	8,960.00	51.1
	<u>CAPITAL PROJECTS</u>					
18-52-5500	CAPITAL OUTLAY	.00	6,713.20	168,000.00	161,286.80	4.0
	TOTAL CAPITAL PROJECTS	.00	6,713.20	168,000.00	161,286.80	4.0
	TOTAL FUND EXPENDITURES	72,771.75	323,614.36	786,333.00	462,718.64	41.2
	NET REVENUE OVER EXPENDITURES	(41,215.41)	(252,038.75)	(41,056.00)	210,982.75	(613.9)

TOWN OF MEAD
BALANCE SHEET
APRIL 30, 2022

Section 9, Item b.

CAPITAL IMPROVEMENT FUND

ASSETS

19-01-0100	CASH IN COMMON - CAPITAL IMPRO	613,326.32	
	TOTAL ASSETS		613,326.32

LIABILITIES AND EQUITY

FUND EQUITY

19-02-3001	FUND BALANCE	925,415.32	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	(312,089.00)	
	BALANCE - CURRENT DATE	(312,089.00)	
	TOTAL FUND EQUITY		613,326.32
	TOTAL LIABILITIES AND EQUITY		613,326.32

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 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	183.52	411.00	3,500.00	3,089.00	11.7
	TOTAL MISCELLANEOUS REVENUE	183.52	411.00	3,500.00	3,089.00	11.7
	TOTAL FUND REVENUE	183.52	411.00	3,500.00	3,089.00	11.7
	<u>DEPARTMENT 46</u>					
19-46-5914	TRANSFER TO TRANSP. FUND	.00	312,500.00	1,250,000.00	937,500.00	25.0
	TOTAL DEPARTMENT 46	.00	312,500.00	1,250,000.00	937,500.00	25.0
	TOTAL FUND EXPENDITURES	.00	312,500.00	1,250,000.00	937,500.00	25.0
	NET REVENUE OVER EXPENDITURES	183.52	(312,089.00)	(1,246,500.00)	(934,411.00)	(25.0)

TOWN OF MEAD
BALANCE SHEET
APRIL 30, 2022

Section 9, Item b.

MEAD URBAN RENEWAL AUTHORITY

ASSETS

20-01-0100	CASH IN COMMON -MURA	4,219,074.90	
20-01-1250	PROPERTY TAX RECEIVABLE	2,419,438.00	
20-01-1301	A/R - MURA	610.60	
	TOTAL ASSETS		6,639,123.50

LIABILITIES AND EQUITY

LIABILITIES

20-02-2000	ACCOUNTS PAYABLE	2,450.53	
20-02-2310	EMPLOYEE HEALTH INS. PAYABLE	1,683.44	
20-02-2312	WORKERS COMP INSURANCE PAYABLE	123.72	
20-02-2314	401(A) CONTRIBUTIONS PAYABLE	2,495.86	
20-02-2404	STATE UNEMPLOYMENT TAX PAYABLE	39.22	
20-02-2410	MISC PAYROLL PAYABLE	5,832.86	
20-02-2700	DEFERRED INFLOWS- PROPERTY TAX	2,419,438.00	
	TOTAL LIABILITIES		2,432,063.63

FUND EQUITY

20-02-3001	FUND BALANCE	3,518,577.66	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	688,482.21	
	BALANCE - CURRENT DATE	688,482.21	
	TOTAL FUND EQUITY		4,207,059.87
	TOTAL LIABILITIES AND EQUITY		6,639,123.50

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 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)	263,777.13	780,324.81	2,424,921.00	1,644,596.19	32.2
	TOTAL TAXES	263,777.13	780,324.81	2,424,921.00	1,644,596.19	32.2
	<u>FEES</u>					
20-11-4110	ADMINISTRATIVE FEE	.00	3,099.00	12,396.00	9,297.00	25.0
	TOTAL FEES	.00	3,099.00	12,396.00	9,297.00	25.0
	<u>MISCELLANEOUS REVENUE</u>					
20-18-4619	INTEREST & DIVIDEND INCOME	1,262.41	2,436.16	3,153.00	716.84	77.3
	TOTAL MISCELLANEOUS REVENUE	1,262.41	2,436.16	3,153.00	716.84	77.3
	TOTAL FUND REVENUE	265,039.54	785,859.97	2,440,470.00	1,654,610.03	32.2
	<u>ADMINISTRATION</u>					
20-40-5001	SALARIES & WAGES	20,230.53	60,488.80	177,730.00	117,241.20	34.0
20-40-5055	OVERTIME	.00	.89	.00	(.89)	.0
20-40-5060	PAYROLL TAXES	1,541.35	4,563.28	13,596.00	9,032.72	33.6
20-40-5065	WORKERS COMP	152.49	459.32	550.00	90.68	83.5
20-40-5066	HEALTH INSURANCE	1,831.93	7,269.28	22,050.00	14,780.72	33.0
20-40-5067	DEFERRED COMP/RETIREMENT	1,333.80	3,965.58	2,281.00	(1,684.58)	173.9
20-40-5068	MEDICAL SAVINGS	45.86	183.44	117.00	(66.44)	156.8
20-40-5100	TIF REVENUE SHARING	.00	3,099.00	1,396,953.00	1,393,854.00	.2
20-40-5300	TELEPHONE	36.50	146.00	100.00	(46.00)	146.0
20-40-5320	GENERAL LIABILITY INSURANCE	600.93	1,325.78	2,982.00	1,656.22	44.5
20-40-5400	LEGAL FEES	177.33	1,156.99	40,000.00	38,843.01	2.9
20-40-5401	CONSULTING FEES	1,103.10	2,514.60	40,000.00	37,485.40	6.3
20-40-5415	AUDIT FEES	.00	.00	2,199.00	2,199.00	.0
20-40-5425	COUNTY TREASURER'S FEE	3,956.67	11,704.80	36,374.00	24,669.20	32.2
20-40-5427	TIF ADVANCE	.00	.00	1,000,000.00	1,000,000.00	.0
20-40-5500	CAPITAL OUTLAY	.00	.00	33,333.00	33,333.00	.0
20-40-5705	MILEAGE	125.00	500.00	.00	(500.00)	.0
	TOTAL ADMINISTRATION	31,135.49	97,377.76	2,768,265.00	2,670,887.24	3.5
	TOTAL FUND EXPENDITURES	31,135.49	97,377.76	2,768,265.00	2,670,887.24	3.5
	NET REVENUE OVER EXPENDITURES	233,904.05	688,482.21	(327,795.00)	(1,016,277.21)	210.0

TOWN OF MEAD
BALANCE SHEET
APRIL 30, 2022

Section 9, Item b.

ART IN PUBLIC PLACES FUND

ASSETS

21-01-0100	CASH IN COMMON - ART IN PUBLIC	6,104.46	
	TOTAL ASSETS		6,104.46

LIABILITIES AND EQUITY

FUND EQUITY

21-02-3001	FUND BALANCE	6,100.74	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	3.72	
	BALANCE - CURRENT DATE	3.72	
	TOTAL FUND EQUITY		6,104.46
	TOTAL LIABILITIES AND EQUITY		6,104.46

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 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	1.83	3.72	6.00	2.28	62.0
	TOTAL MISCELLANEOUS REVENUE	1.83	3.72	6.00	2.28	62.0
	TOTAL FUND REVENUE	1.83	3.72	6.00	2.28	62.0
	<u>ADMINISTRATION</u>					
21-40-5500	CAPITAL OUTLAY	.00	.00	6,107.00	6,107.00	.0
	TOTAL ADMINISTRATION	.00	.00	6,107.00	6,107.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	6,107.00	6,107.00	.0
	NET REVENUE OVER EXPENDITURES	1.83	3.72	(6,101.00)	(6,104.72)	.1



Agenda Item Summary

MEETING DATE: May 31, 2022

SUBJECT: 1st Quarter 2022 Investment Portfolio

PRESENTED BY: Mary Strutt, Town Clerk / Treasurer

SUMMARY

The Town of Mead investment portfolio for the first quarter of 2022 is attached for the Board's review. This investment portfolio does not include funds held in the Town's operating accounts.

In 2021, transfers of investments were completed to the Local Government Investment Pools ("LGIPs") in accordance with the Town's Investment Policy. The LGIPs are being used because of their higher yields and liquidity. Funds may be easily transferred into/out of the LGIPs from the operating accounts. The Wells Fargo Accounts should have closed 12/31/2021 but are open due to a small amount of interest earned. These accounts will be closed by the end of the second quarter.

For 2022, the monthly yields on investments are increasing slightly. For 2021 the yields on investment were 0.0179% - 0.0600%, yields in 2022 year to date are 0.1001% - 0.2522%.

ATTACHMENTS

Investment Portfolio 03/31/2022

Town of Mead Investment Portfolio

Total Funds Invested as of: 03/31/22

Investment Category *	Authorized and Suitable Investments	Rating Moody/S&P	Coupon	Maturity	Average Monthly Yield	Par Value	Purchase Date	Purchase Price - Principal Value	06/30/2021 Value	Percentage Per Issuer	Total Percentage of Portfolio
A Maximum % per Issuer: 100% ---- Maximum % of Portfolio: 100%	US Treasuries:										
	Total Treasuries:							\$ -	\$ -	0.00%	0.0%
B Maximum % per Issuer: 35% ---- Maximum % of Portfolio: 75%	US Agencies:										
	Total Agencies:							\$ -	\$ -	0.00%	0.0%
C Maximum % per Issuer: FDIC limit ---- Maximum % of Portfolio: 50%	CD's / Term Bank Deposits:										
	Total Term Bank Deposits:							\$ -	\$ -	0.0%	0.0%
D Maximum % per Issuer: 50% ---- Maximum % of Portfolio: 35%	Money Market Accounts										
	WELLS FARGO GOVERNMENT MM	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ -	0.0%	
	WELLS FARGO TREASURY MM	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ -	0.0%	
	WELLS FARGO TREASURY MM (CASH/SWEEP ACCT)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$ 0.31	0.0%	
	Total Money Markets:							\$	0.31		0.1%
E Maximum % per Issuer: 50% ---- Maximum % of Portfolio: 100%	Investment Pools										
	COLOTRUST - PLUS+	N/A	N/A	N/A	0.2522%	N/A	N/A	N/A	\$ 8,605,296.42	36.25%	
	COLOTRUST - PRIME	N/A	N/A	N/A	0.1001%	N/A	N/A	N/A	\$ 10,001.56	0.04%	
	CSAFE	N/A	N/A	N/A	0.2500%	N/A	N/A	N/A	\$ 12,065,252.30	50.83%	
	CSIP	N/A	N/A	N/A	0.2500%	N/A	N/A	N/A	\$ 3,056,605.15	12.88%	
	Total Investment Pools:							\$	23,737,155.43		100.0%
F Maximum % per Issuer: 15% ---- Maximum % of Portfolio: 25%	All Other Allowable Securities:										
	Total Other:							\$ -	\$ -	0.00%	0.0%

Total Market Value:

\$ 23,737,155.74

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

Report Criteria:

Report type: GL detail

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
05/22	05/18/2022	34902	SAMSClub	4230 050222	01-40-5210	Supplies 4/2022	202.87
05/22	05/18/2022	34902	SAMSClub	4230 050222	01-42-5210	Supplies 4/2022	193.99
05/22	05/18/2022	34902	SAMSClub	4230 050222	01-40-5701	Supplies 4/2022	44.80
Total 34902:							441.66
05/22	05/25/2022	34906	Alerus Retirement Consulting	60695	01-40-5068	FSA Administration 3/22	245.00
05/22	05/25/2022	34906	Alerus Retirement Consulting	62208	01-40-5068	FSA Administration 4.22	155.00
Total 34906:							400.00
05/22	05/25/2022	34907	AMAZON CAPITAL SERVICES	13T1C9X6F1	01-42-5210	sunscreen for pd	58.98
05/22	05/25/2022	34907	AMAZON CAPITAL SERVICES	149DLKHHG	01-42-5210	Storage bins for PD	174.97
05/22	05/25/2022	34907	AMAZON CAPITAL SERVICES	149DLKHHG	01-40-5210	Cash drawer	36.69
05/22	05/25/2022	34907	AMAZON CAPITAL SERVICES	1PNPY6KDM	01-40-5201	Computer cables	7.49
05/22	05/25/2022	34907	AMAZON CAPITAL SERVICES	1PNPY6KDM	01-49-5201	Computer cables	7.49
Total 34907:							285.62
05/22	05/25/2022	34908	Angel Armor LLC	INV3327	01-42-5254	Vests	1,871.67
Total 34908:							1,871.67
05/22	05/25/2022	34909	Arrow J Landscape & Design Inc	9	14-40-5500	Highland Lake 4/2022	54,635.85
05/22	05/25/2022	34909	Arrow J Landscape & Design Inc	9	14-02-2005	Highland Lake 4/2022	2,731.79
Total 34909:							51,904.06
05/22	05/25/2022	34910	BK Tire	19783	01-42-5216	Unit 8 tire repair	22.00
05/22	05/25/2022	34910	BK Tire	19874	01-42-5216	Uniy 8 repair	89.00
Total 34910:							111.00
05/22	05/25/2022	34911	Brakes Plus LLC	1427799000	01-42-5216	2018 ford truck oil change	141.87
Total 34911:							141.87
05/22	05/25/2022	34912	BSN SPORTS LLC	917107898	01-49-5260	Baseball supplies	2,711.95
Total 34912:							2,711.95
05/22	05/25/2022	34913	BUCKEYE WELDING SUPPLY C	03286348	01-44-5253	gas for welder	110.30
Total 34913:							110.30
05/22	05/25/2022	34914	CARDMEMBER SERVICE	2505 42622	01-42-5700	Meals for Juan Eagle Award	64.96
05/22	05/25/2022	34914	CARDMEMBER SERVICE	2505 42622	01-42-5216	Vehicle parts	61.38
05/22	05/25/2022	34914	CARDMEMBER SERVICE	2505 42622	01-42-5210	Battery pack for drone	79.99
05/22	05/25/2022	34914	CARDMEMBER SERVICE	2505 42622	01-42-5254	BB Caps w/ logo x4	46.46
05/22	05/25/2022	34914	CARDMEMBER SERVICE	2505 42622	01-42-5700	Gift for 1st grader ride to school	15.29
Total 34914:							268.08

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
05/22	05/25/2022	34915	CASELLE	116920	01-40-5201	Support 6/2022	792.00
05/22	05/25/2022	34915	CASELLE	116920	06-40-5201	Support 6/2022	360.00
05/22	05/25/2022	34915	CASELLE	116920	01-42-5201	Support 6/2022	144.00
05/22	05/25/2022	34915	CASELLE	116920	01-48-5201	Support 6/2022	144.00
Total 34915:							1,440.00
05/22	05/25/2022	34916	CEBT	INV0048275	01-02-2310	Health Insurance 5/2022	42,193.74
05/22	05/25/2022	34916	CEBT	INV0048275	06-02-2310	Health Insurance 5/2022	2,410.44
05/22	05/25/2022	34916	CEBT	INV0048275	20-02-2310	Health Insurance 5/2022	2,220.87
05/22	05/25/2022	34916	CEBT	INV0048875	01-02-2310	Health Insurance 6/2022	39,021.34
05/22	05/25/2022	34916	CEBT	INV0048875	06-02-2310	Health Insurance 6/2022	2,332.84
05/22	05/25/2022	34916	CEBT	INV0048875	20-02-2310	Health Insurance 6/2022	2,220.87
Total 34916:							90,400.10
05/22	05/25/2022	34917	CENTURY LINK	4018 050122	01-40-5300	Elevator line	74.44
Total 34917:							74.44
05/22	05/25/2022	34918	CIRSA	221049	01-49-5262	Special event - Car show	150.51
Total 34918:							150.51
05/22	05/25/2022	34919	CPS DISTRIBUTORS, INC	0006141012-	01-45-5372	Liberty Ranch park	523.33
Total 34919:							523.33
05/22	05/25/2022	34920	CRIBARI LAW FIRM, P.C.	042422	01-48-5455	Prosecuting Attorney 4.2022	1,701.00
Total 34920:							1,701.00
05/22	05/25/2022	34921	DBC IRRIGATION SUPPLY	S4552573.00	01-45-5372	Ames Park	297.77
05/22	05/25/2022	34921	DBC IRRIGATION SUPPLY	S4552573.00	01-45-5372	ames park	421.94
05/22	05/25/2022	34921	DBC IRRIGATION SUPPLY	S4567404.00	01-45-5372	Liberty Ranch park	103.52
Total 34921:							823.23
05/22	05/25/2022	34922	Denali Water Solutions LLC	INV317224	06-47-5231	Sludge Disposal	1,360.94
Total 34922:							1,360.94
05/22	05/25/2022	34923	Ditesco LLC	2022-139	09-51-5500	Rec Center	1,462.50
05/22	05/25/2022	34923	Ditesco LLC	2022-140	18-40-5500	Highland lake pier	4,808.00
05/22	05/25/2022	34923	Ditesco LLC	2022-141	14-40-5505	3rd st	4,058.00
05/22	05/25/2022	34923	Ditesco LLC	2022-145	09-50-5511	PW facility	12,303.00
Total 34923:							22,631.50
05/22	05/25/2022	34924	Elizabeth Barnes	5.8.22 FOUN	01-02-2308	Rental Deposit Refund - Founders Park	50.00
Total 34924:							50.00
05/22	05/25/2022	34925	FASTENAL	COLON9522	11-40-5210	Banners	14.89

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 34925:							14.89
05/22	05/25/2022	34926	Felsburg Holt & Ullevig	33536	14-40-5500	3rd & Welker	8,042.50
05/22	05/25/2022	34926	Felsburg Holt & Ullevig	33628	01-02-2615	Douthit	300.00
05/22	05/25/2022	34926	Felsburg Holt & Ullevig	33632	01-02-2615	Waterfront Development Review	400.00
Total 34926:							8,742.50
05/22	05/25/2022	34927	Fit For You Mead	1004	01-49-5265	Senior exercise	203.00
Total 34927:							203.00
05/22	05/25/2022	34928	Fox Tuttle Transportation Group	19021-38A	01-02-2615	218 postle	200.00
05/22	05/25/2022	34928	Fox Tuttle Transportation Group	19021-38C	01-02-2615	Mead Dist	200.00
05/22	05/25/2022	34928	Fox Tuttle Transportation Group	199021-38B	01-02-2615	Liberty ranch	200.00
Total 34928:							600.00
05/22	05/25/2022	34929	Garretson's Sports Center	34490	01-42-5254	Uniform equip	84.00
Total 34929:							84.00
05/22	05/25/2022	34930	GROUND ENGINEERING, INC.	211238.0-6	09-50-5511	PW building	2,175.00
Total 34930:							2,175.00
05/22	05/25/2022	34931	H2 Productions	042622	01-49-5262	Concert performance 6/23	2,000.00
Total 34931:							2,000.00
05/22	05/25/2022	34932	Hixon MFG & Supply Company	INV143762	01-47-5210	Calibrate instrument	30.00
Total 34932:							30.00
05/22	05/25/2022	34933	J & S CONTRACTORS SUPPLY	0076856-IN	01-44-5216	Grader Teeth	1,680.00
Total 34933:							1,680.00
05/22	05/25/2022	34934	JARVIS	5497	01-49-5260	Rec fees	261.45
05/22	05/25/2022	34934	JARVIS	5497	01-49-5265	Mile High tour	7.50
Total 34934:							268.95
05/22	05/25/2022	34935	JAX MERCANTILE	2097743	01-44-5203	Walter boot allowance	254.00
Total 34935:							254.00
05/22	05/25/2022	34936	JDV Metro District	051922	01-02-2610	Refund remaining deposit - inactive AR c	2,526.50
Total 34936:							2,526.50
05/22	05/25/2022	34937	KINSCO, LLC	0011084-0	01-42-5254	Uniforms	76.86
Total 34937:							76.86

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
05/22	05/25/2022	34938	Kissinger & Fellman PC	2482	01-90-8155	Broadband legal 4/2022	1,404.50
Total 34938:							1,404.50
05/22	05/25/2022	34939	KLEEN-TECH SERVICES CORP	58824	01-40-5050	Janitorial Services 4/2022	639.19
05/22	05/25/2022	34939	KLEEN-TECH SERVICES CORP	58824	01-42-5050	Janitorial Services 4/2022	592.31
05/22	05/25/2022	34939	KLEEN-TECH SERVICES CORP	58824	01-44-5050	Janitorial Services 4/2022	190.31
Total 34939:							1,421.81
05/22	05/25/2022	34940	KONICA MINOLTA BUSINESS S	279928703	01-42-5315	PD Copies	70.96
05/22	05/25/2022	34940	KONICA MINOLTA BUSINESS S	279952163	01-40-5315	Copies	126.79
Total 34940:							197.75
05/22	05/25/2022	34941	KONICA MINOLTA PREMIER FIN	471802835	01-40-5315	Copier Lease 5/2022	219.61
05/22	05/25/2022	34941	KONICA MINOLTA PREMIER FIN	471802835	01-42-5315	Copier Lease 5/2022	96.12
Total 34941:							315.73
05/22	05/25/2022	34942	Krische Construction, Inc	21086 9	09-50-5511	Public works	329,928.66
05/22	05/25/2022	34942	Krische Construction, Inc	21086 9	09-02-2005	Public works	16,496.43-
Total 34942:							313,432.23
05/22	05/25/2022	34943	Lake Hollow Estates HOA	5.5.22 COM	01-02-2308	Rental Deposit Refund - TH Community	200.00
Total 34943:							200.00
05/22	05/25/2022	34944	LIVE WIRES LLC	1925	11-40-5500	Sign in park	1,722.95
Total 34944:							1,722.95
05/22	05/25/2022	34945	LONGMONT HUMANE SOCIETY	ME043022	01-42-5346	Animal Impounds 4/2022	180.00
Total 34945:							180.00
05/22	05/25/2022	34946	LOVELAND BARRICADE LLC	17714	04-44-5367	Ziggis crosswalk	1,500.00
Total 34946:							1,500.00
05/22	05/25/2022	34947	MAIN STREET MAT COMPANY	115046	01-40-5210	Mat svcs 4/27	60.36
05/22	05/25/2022	34947	MAIN STREET MAT COMPANY	117148	01-40-5210	Mat svcs 5/11	54.01
Total 34947:							114.37
05/22	05/25/2022	34948	Michael Baker International	1147478	14-40-5405	2022 insp. 5/2022	7,726.32
Total 34948:							7,726.32
05/22	05/25/2022	34949	Michelle Ross	053122	01-42-5330	lunch per diem greeley training	45.00
Total 34949:							45.00
05/22	05/25/2022	34950	MICHOW COX & MCASKIN LLP	APRIL 2022	01-40-5400	Legal Services	14,725.00
05/22	05/25/2022	34950	MICHOW COX & MCASKIN LLP	APRIL 2022	06-40-5400	Legal Services	775.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
05/22	05/25/2022	34950	MICHOW COX & MCASKIN LLP	Mead.Apr202	01-02-2615	Postle Annexation	559.00
05/22	05/25/2022	34950	MICHOW COX & MCASKIN LLP	Mead.Apr202	01-02-2615	Grand Meadow	1,386.00
05/22	05/25/2022	34950	MICHOW COX & MCASKIN LLP	Mead.Apr202	01-02-2615	Raterink Lot 2	1,482.00
05/22	05/25/2022	34950	MICHOW COX & MCASKIN LLP	Mead.Apr202	01-02-2615	Quiktrip	462.00
05/22	05/25/2022	34950	MICHOW COX & MCASKIN LLP	Mead.Apr202	01-02-2615	The Highlands	52.00
05/22	05/25/2022	34950	MICHOW COX & MCASKIN LLP	Mead.Apr202	01-02-2615	Meadow Ridge	1,449.00
05/22	05/25/2022	34950	MICHOW COX & MCASKIN LLP	Mead.Apr202	01-02-2615	Mead Place	1,061.00
05/22	05/25/2022	34950	MICHOW COX & MCASKIN LLP	Mead.Apr202	01-02-2615	Valley/ 66 Business Park (Sunstate)	294.00
05/22	05/25/2022	34950	MICHOW COX & MCASKIN LLP	Mead.Apr202	01-02-2615	Waterfront	3,610.00
05/22	05/25/2022	34950	MICHOW COX & MCASKIN LLP	Mead.Apr202	01-02-2615	St Acacius	1,242.00
05/22	05/25/2022	34950	MICHOW COX & MCASKIN LLP	Mead.Apr202	01-02-2615	Ziggi's	390.00
05/22	05/25/2022	34950	MICHOW COX & MCASKIN LLP	Mead.Apr202	01-02-2615	Agfinity	442.00
05/22	05/25/2022	34950	MICHOW COX & MCASKIN LLP	Mead.Apr202	01-02-2615	Access 25	52.00
05/22	05/25/2022	34950	MICHOW COX & MCASKIN LLP	MEAD.APR2	01-40-5400	Legal Services Mileage	110.05
05/22	05/25/2022	34950	MICHOW COX & MCASKIN LLP	MEAD.APR2	06-40-5400	Legal Services Mileage	5.79
Total 34950:							28,096.84
05/22	05/25/2022	34951	Minuteman Press	3113	01-42-5210	Stamps and name plates	81.65
05/22	05/25/2022	34951	Minuteman Press	3113	01-40-5200	Stamps and name plates	81.65
05/22	05/25/2022	34951	Minuteman Press	3113	01-43-5200	Stamps and name plates	81.90
05/22	05/25/2022	34951	Minuteman Press	3822	01-49-5700	The Wall that Heals flyer	500.30
Total 34951:							745.50
05/22	05/25/2022	34952	NEXTRUST INC.	326001	06-40-5205	Sewer Bills 4/2022	358.70
05/22	05/25/2022	34952	NEXTRUST INC.	326001	06-40-5410	Sewer Bills 4/2022	164.79
Total 34952:							523.49
05/22	05/25/2022	34953	PINNACOL ASSURANCE	20886935	01-02-2312	Installment 5 of 9 2022 Work Comp Insur	6,288.48
05/22	05/25/2022	34953	PINNACOL ASSURANCE	20886935	06-02-2312	Installment 5 of 9 2022 Work Comp Insur	231.46
05/22	05/25/2022	34953	PINNACOL ASSURANCE	20886935	20-02-2312	Installment 5 of 9 2022 Work Comp Insur	79.06
Total 34953:							6,599.00
05/22	05/25/2022	34954	POWER EQUIPMENT COMPANY	W23008075-	01-44-5216	Grader	2,450.57
05/22	05/25/2022	34954	POWER EQUIPMENT COMPANY	W23008303-	01-44-5216	Gareder repair	4,835.17
Total 34954:							7,285.74
05/22	05/25/2022	34955	Prairie Mountian Media	307846	01-41-5340	Published Notices 4/2022	144.06
05/22	05/25/2022	34955	Prairie Mountian Media	307846	01-02-2615	Published Notices 4/2022 #297	28.13
Total 34955:							172.19
05/22	05/25/2022	34956	Professional Management System	84648	01-40-5401	Finance Consult 4/2022	4,368.00
05/22	05/25/2022	34956	Professional Management System	84648	06-40-5401	Finance Consult 4/2022	546.00
05/22	05/25/2022	34956	Professional Management System	84648	20-40-5401	Finance Consult 4/2022	546.00
05/22	05/25/2022	34956	Professional Management System	84648	01-40-5401	Finance Consult 4/2022 Audit	783.00
05/22	05/25/2022	34956	Professional Management System	84648	06-40-5401	Finance Consult 4/2022 Audit	97.88
05/22	05/25/2022	34956	Professional Management System	84648	20-40-5401	Finance Consult 4/2022 Audit	97.87
Total 34956:							6,438.75
05/22	05/25/2022	34957	Regina Kropelnicki	043022	01-40-5705	Mileage	10.88

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 34957:							10.88
05/22	05/25/2022	34958	SAFEUILT COLORADO INC.	0085714-IN	01-43-5460	Plan Review/ Permit Inspection 4/2022	106,371.97
Total 34958:							106,371.97
05/22	05/25/2022	34959	Sekich Properties	051922	01-02-2610	Refund Remaining deposit - inactive AR	5,089.00
Total 34959:							5,089.00
05/22	05/25/2022	34960	SHERWIN WILLIAMS	4526-7	01-49-5260	Field paint	278.70
05/22	05/25/2022	34960	SHERWIN WILLIAMS	7047-4	11-40-5210	banners	109.76
Total 34960:							388.46
05/22	05/25/2022	34961	SPECIALTY PRODUCTS CO.	051322-01	01-40-5426	Tax rebate yr 9 of 10	874.52
Total 34961:							874.52
05/22	05/25/2022	34962	ST. VRAIN VALLEY SCHOOL DIS	150	01-49-5260	Custodian fees - volleyball	2,540.00
Total 34962:							2,540.00
05/22	05/25/2022	34963	STAPLES ADVANTAGE	8066116507	01-40-5200	Supplies 4/2022	90.16
05/22	05/25/2022	34963	STAPLES ADVANTAGE	8066116507	01-40-5210	Supplies 4/2022	215.08
05/22	05/25/2022	34963	STAPLES ADVANTAGE	8066116507	01-42-5200	Supplies 4/2022	127.46
05/22	05/25/2022	34963	STAPLES ADVANTAGE	8066116507	01-42-5201	Supplies 4/2022	25.96
05/22	05/25/2022	34963	STAPLES ADVANTAGE	8066116507	01-47-5210	Supplies 4/2022	13.82
Total 34963:							472.48
05/22	05/25/2022	34964	STERLING TALENT SOLUTIONS	8953012	01-49-5075	Background Checks	66.66
Total 34964:							66.66
05/22	05/25/2022	34965	SYMBOLARTS, LLC	0430601-IN	01-42-5254	Badges	680.75
Total 34965:							680.75
05/22	05/25/2022	34966	TDS	6545 051922	01-40-5325	6/2022 Insternet	457.30
Total 34966:							457.30
05/22	05/25/2022	34967	Town of Mead	051922	01-01-1007	Cash for drawer number 4	150.00
Total 34967:							150.00
05/22	05/25/2022	34968	UNITED POWER	12650701 5.	01-45-5305	Booster Pump Founders 4/2022	20.00
05/22	05/25/2022	34968	UNITED POWER	12952800 5.	01-45-5305	Mead Ponds 4/2022	20.00
05/22	05/25/2022	34968	UNITED POWER	14305100 5.	06-47-5305	WWTP 4/2022	4,236.40
05/22	05/25/2022	34968	UNITED POWER	16836300 5.	01-45-5305	Park Sprinkler Liberty 4/2022	23.17
05/22	05/25/2022	34968	UNITED POWER	16909300 5.	01-45-5305	Feather Ridge 4/2022	20.02
05/22	05/25/2022	34968	UNITED POWER	17159100 5.	01-45-5305	Sprinkler Clock Dtn 4/2022	20.02
05/22	05/25/2022	34968	UNITED POWER	17618300 5.	01-40-5305	Town Hall 4/2022	475.50
05/22	05/25/2022	34968	UNITED POWER	17770000 5.	01-45-5305	Gazebo 4/2022	26.69

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
05/22	05/25/2022	34968	UNITED POWER	18949400 5.	01-42-5305	Modular PD 4/2022	188.77
05/22	05/25/2022	34968	UNITED POWER	18949400 5.	01-44-5305	Modular PW 4/2022	188.76
05/22	05/25/2022	34968	UNITED POWER	61303 5.5.22	01-45-5305	Area Light Highland 4/2022	10.25
05/22	05/25/2022	34968	UNITED POWER	6753101 5.5.	01-45-5305	Irrig Sprinkler N Creek 4/2022	20.00
05/22	05/25/2022	34968	UNITED POWER	7490500 5.5.	06-47-5305	Pump lake Thomas 4/2022	20.00
05/22	05/25/2022	34968	UNITED POWER	83701 5.5.22	01-44-5305	Shop 4/2022	68.43
05/22	05/25/2022	34968	UNITED POWER	88601 5.5.22	01-44-5305	Streetlights 4/2022	2,938.95
05/22	05/25/2022	34968	UNITED POWER	92015 5.5.22	01-42-5305	201 Welker 4/2022	38.43
05/22	05/25/2022	34968	UNITED POWER	96302 5.5.22	06-47-5305	WWTP Lagoon 4/2022	36.91
Total 34968:							8,352.30
05/22	05/25/2022	34969	VARI Sales Corporation	90166879	01-40-5212	Rec file cabinet	330.75
05/22	05/25/2022	34969	VARI Sales Corporation	90166926	01-49-5700	Rec desks	1,500.00
05/22	05/25/2022	34969	VARI Sales Corporation	90166926	01-40-5212	Rec desks	2.55
Total 34969:							1,833.30
05/22	05/25/2022	34970	VECCHI & ASSOCIATES LLC	3150	01-43-5410	Planning consult 4/11-5/15	3,052.13
05/22	05/25/2022	34970	VECCHI & ASSOCIATES LLC	3150	01-02-2615	Planning consult 4/11-5/15	8,581.25
Total 34970:							11,633.38
05/22	05/25/2022	34971	Vietnam Veterans Memorial Fund	2022-19	01-49-5262	The Wall that Heals 8/2022	9,000.00
Total 34971:							9,000.00
05/22	05/25/2022	34972	Weld County Clerk and Recorder	052422	01-01-1302	Prepay recording fees	2,500.00
Total 34972:							2,500.00
05/22	05/25/2022	34973	WELD COUNTY PUBLIC SAFET	MEADPD-05	01-42-5201	NetMotion license	465.00
Total 34973:							465.00
05/22	05/25/2022	34974	Wickham Tractor Company	IE14796	01-44-5363	supplies	734.36
05/22	05/25/2022	34974	Wickham Tractor Company	IE14948	01-44-5216	Kubota tractor	473.98
Total 34974:							1,208.34
05/22	05/25/2022	34975	WORKWELL OCCUPATIONAL M	652761	01-49-5075	Drug screens	36.00
05/22	05/25/2022	34975	WORKWELL OCCUPATIONAL M	652761	01-47-5075	Drug screens	36.00
Total 34975:							72.00
05/22	05/25/2022	60122100	Fusion Cloud Company	9489779	01-40-5300	Phone Bill 5/2022	252.00
05/22	05/25/2022	60122100	Fusion Cloud Company	9504667	01-40-5300	Phone Bill 6/2022	252.01
Total 60122100:							504.01
05/22	05/25/2022	60122101	US BANK VOYAGER FLEET SYS	8694028342	01-40-5253	Fuel 4/2022	59.73
05/22	05/25/2022	60122101	US BANK VOYAGER FLEET SYS	8694028342	01-42-5253	Fuel 4/2022	3,068.66
05/22	05/25/2022	60122101	US BANK VOYAGER FLEET SYS	8694028342	01-44-5253	Fuel 4/2022	1,160.52
05/22	05/25/2022	60122101	US BANK VOYAGER FLEET SYS	8694028342	01-45-5253	Fuel 4/2022	414.36
05/22	05/25/2022	60122101	US BANK VOYAGER FLEET SYS	8694028342	01-47-5253	Fuel 4/2022	418.25
05/22	05/25/2022	60122101	US BANK VOYAGER FLEET SYS	8694028342	06-47-5253	Fuel 4/2022	414.36

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 60122101:							5,535.88
Grand Totals:							732,385.36

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-01-1007	150.00	.00	150.00
01-01-1302	2,500.00	.00	2,500.00
01-02-2000	.00	300,609.97-	300,609.97-
01-02-2308	250.00	.00	250.00
01-02-2310	81,215.08	.00	81,215.08
01-02-2312	6,288.48	.00	6,288.48
01-02-2610	7,615.50	.00	7,615.50
01-02-2615	22,390.38	.00	22,390.38
01-40-5050	639.19	.00	639.19
01-40-5068	400.00	.00	400.00
01-40-5200	171.81	.00	171.81
01-40-5201	799.49	.00	799.49
01-40-5210	569.01	.00	569.01
01-40-5212	333.30	.00	333.30
01-40-5253	59.73	.00	59.73
01-40-5300	578.45	.00	578.45
01-40-5305	475.50	.00	475.50
01-40-5315	346.40	.00	346.40
01-40-5325	457.30	.00	457.30
01-40-5400	14,835.05	.00	14,835.05
01-40-5401	5,151.00	.00	5,151.00
01-40-5426	874.52	.00	874.52
01-40-5701	44.80	.00	44.80
01-40-5705	10.88	.00	10.88
01-41-5340	144.06	.00	144.06
01-42-5050	592.31	.00	592.31
01-42-5200	127.46	.00	127.46
01-42-5201	634.96	.00	634.96
01-42-5210	589.58	.00	589.58
01-42-5216	314.25	.00	314.25
01-42-5253	3,068.66	.00	3,068.66
01-42-5254	2,759.74	.00	2,759.74
01-42-5305	227.20	.00	227.20
01-42-5315	167.08	.00	167.08
01-42-5330	45.00	.00	45.00
01-42-5346	180.00	.00	180.00
01-42-5700	80.25	.00	80.25
01-43-5200	81.90	.00	81.90
01-43-5410	3,052.13	.00	3,052.13
01-43-5460	106,371.97	.00	106,371.97
01-44-5050	190.31	.00	190.31
01-44-5203	254.00	.00	254.00
01-44-5216	9,439.72	.00	9,439.72
01-44-5253	1,270.82	.00	1,270.82
01-44-5305	3,196.14	.00	3,196.14

GL Account	Debit	Credit	Proof
01-44-5363	734.36	.00	734.36
01-45-5253	414.36	.00	414.36
01-45-5305	160.15	.00	160.15
01-45-5372	1,346.56	.00	1,346.56
01-47-5075	36.00	.00	36.00
01-47-5210	43.82	.00	43.82
01-47-5253	418.25	.00	418.25
01-48-5201	144.00	.00	144.00
01-48-5455	1,701.00	.00	1,701.00
01-49-5075	102.66	.00	102.66
01-49-5201	7.49	.00	7.49
01-49-5260	5,792.10	.00	5,792.10
01-49-5262	11,150.51	.00	11,150.51
01-49-5265	210.50	.00	210.50
01-49-5700	2,000.30	.00	2,000.30
01-90-8155	1,404.50	.00	1,404.50
04-02-2000	.00	1,500.00-	1,500.00-
04-44-5367	1,500.00	.00	1,500.00
06-02-2000	.00	13,351.51-	13,351.51-
06-02-2310	4,743.28	.00	4,743.28
06-02-2312	231.46	.00	231.46
06-40-5201	360.00	.00	360.00
06-40-5205	358.70	.00	358.70
06-40-5400	780.79	.00	780.79
06-40-5401	643.88	.00	643.88
06-40-5410	164.79	.00	164.79
06-47-5231	1,360.94	.00	1,360.94
06-47-5253	414.36	.00	414.36
06-47-5305	4,293.31	.00	4,293.31
09-02-2000	16,496.43	345,869.16-	329,372.73-
09-02-2005	.00	16,496.43-	16,496.43-
09-50-5511	344,406.66	.00	344,406.66
09-51-5500	1,462.50	.00	1,462.50
11-02-2000	.00	1,847.60-	1,847.60-
11-40-5210	124.65	.00	124.65
11-40-5500	1,722.95	.00	1,722.95
14-02-2000	2,731.79	74,462.67-	71,730.88-
14-02-2005	.00	2,731.79-	2,731.79-
14-40-5405	7,726.32	.00	7,726.32
14-40-5500	62,678.35	.00	62,678.35
14-40-5505	4,058.00	.00	4,058.00
18-02-2000	.00	4,808.00-	4,808.00-
18-40-5500	4,808.00	.00	4,808.00
20-02-2000	.00	5,164.67-	5,164.67-
20-02-2310	4,441.74	.00	4,441.74
20-02-2312	79.06	.00	79.06
20-40-5401	643.87	.00	643.87
Grand Totals:	770,841.80	766,841.80-	4,000.00

GL Account	Debit	Credit	Proof
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Report Criteria:

Report type: GL detail



Agenda Item Summary

MEETING DATE: May 31, 2022

SUBJECT: Ordinance No. 997, An Ordinance Amending Section 2-7-30 of the Mead Municipal Code Regarding Planning Commission Membership and Unexcused Absences

PRESENTED BY: Marcus McAskin, Town Attorney

SUMMARY

The Town Planning Commission was created under Mead Municipal Code (MMC) Section 2-7-10, in accordance with state statute. MMC Section 2-7-30, regarding membership, provides that the Planning Commission shall consist of five (5) regular members and one (1) alternate member, and that Planning Commission may recommend to the Board of Trustees removal of any Planning Commission member with three or more consecutive unexcused absences.

This Ordinance aims to increase Planning Commission member participation through the following changes:

- (1) Add an additional alternate member to allow for two alternate members and a total of seven maximum Planning Commission members, as permitted in C.R.S. § 31-23-203; and
- (2) Allow Planning Commission to recommend removal of a member with three or more unexcused absences annually (rather than three consecutive unexcused absences).

FINANCIAL CONSIDERATIONS

N/A

PROPOSED ACTION / RECOMMENDATION

A motion to approve the May 31, 2022 consent agenda will approve the Ordinance. If this item is pulled off of the consent agenda for questions or additional review/discussion by the Board of Trustees, Staff recommends the motion set forth below.

Recommended motion:

“I move to adopt Ordinance No. 997, an Ordinance of the Town of Mead, Colorado, amending Section 2-7-30 of the *Mead Municipal Code* Regarding Planning Commission Membership and Unexcused Absences.”

ATTACHMENTS

Attachment 1: Ordinance No. 997

**TOWN OF MEAD, COLORADO
ORDINANCE NO. 997**

**AN ORDINANCE OF THE TOWN OF MEAD, COLORADO, AMENDING
SECTION 2-7-30 OF THE MEAD MUNICIPAL CODE REGARDING
PLANNING COMMISSION MEMBERSHIP AND UNEXCUSED ABSENCES**

WHEREAS, the Board of Trustees of the Town of Mead (“Board of Trustees”) has the authority pursuant to C.R.S. § 31-23-201, *et seq.* to create a Planning Commission with the powers and duties set forth in statute; and

WHEREAS, the Town of Mead (“Town”) Planning Commission (“Planning Commission”) was created under Section 2-7-10 of the Mead Municipal Code (“MMC”); and

WHEREAS, MMC Section 2-7-30 provides that the Planning Commission shall consist of five (5) regular members and one (1) alternate member; and

WHEREAS, MMC Section 2-7-30 further provides that the Planning Commission may recommend to the Board of Trustees removal of any Planning Commission member with three (3) or more consecutive unexcused absences from regularly scheduled meetings; and

WHEREAS, the Board of Trustees desires to amend MMC Section 2-7-30 to allow for two (2) alternate Planning Commission members and the Planning Commission to recommend to the Board of Trustees removal of any Planning Commission member with three (3) or more unexcused absences from regularly scheduled meetings annually.

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

Section 1. Section 2-7-30 of the MMC, titled “Membership,” is hereby amended as follows, with portions to be removed struck through and portions to be added in italics and underlined:

Sec. 2-7-30. – Membership.

- (a) The Planning Commission shall consist of five (5) regular members and ~~one (1)~~ two (2) alternate members appointed by the Board of Trustees. All regular and alternate members ~~and the alternate member~~ of the Planning Commission are required to be bona fide residents and qualified electors who have resided in the Town for at least twelve (12) consecutive months immediately preceding the date of appointment and have attended at least two (2) meetings of the Planning Commission prior to appointment. In its discretion, the Board of Trustees may waive the meeting attendance requirement. At the time of appointment, members shall not be the spouse or child of a member of the Board of Trustees. A quorum shall consist of three (3) members of the Planning Commission.
- (b) Alternate members.

- (1) ~~The alternate member~~ Alternate members shall sit with the Planning Commission in all meetings and public hearings and may participate in all discussions as though a regular member.
- (2) ~~The alternate member~~ Alternate members may vote only in the event a regular member is unable to vote.
- (c) The term of appointment for all Planning Commission members, both regular and alternate, shall be for four (4) years or until his or her successor takes office. Appointments of the members of the Planning Commission, including ~~the~~ alternate members, shall be made such that the terms are staggered and such that three (3) members' terms expire every two (2) years.
- (d) Any Planning Commission member who fails to attend three (3) ~~consecutive~~ regularly scheduled meetings annually without excuse may be removed from the Planning Commission by the Board of Trustees upon recommendation of the Planning Commission. The Planning Commission may excuse the absence of any Commissioners for just cause.

Section 2. Effective Date. This ordinance shall be published and become effective as provided by law.

Section 3. Remaining provisions. Except as specifically amended hereby, all other provisions of the Mead Municipal Code shall continue in full force and effect.

Section 4. 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 within the MMC.

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 Code available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 31ST DAY OF MAY, 2022.

ATTEST:	TOWN OF MEAD
By: _____	By: _____
Mary E. Strutt, MMC, Town Clerk	Colleen G. Whitlow, Mayor



Agenda Item Summary

MEETING DATE: May 31, 2021

SUBJECT: Finance Committee Reappointment

PRESENTED BY: Mary Strutt, Town Clerk / Treasurer

SUMMARY

The Town of Mead Finance Committee has five members, three are citizens of Mead the other two are the Town Manager and the Town Treasurer.

Joe Wigginton was appointed to the Finance Committee in August, 2021. His term expired 04/30/2022. Mr. Wigginton has been an active participant of the Committee which reviews the town's budget, financial reports and investments. Mr. Wigginton has requested to be reappointed to the Finance Committee for a four (4) year term 5/1/2022 – 04/30/2026.

There is currently one open position on the committee since Mr. Nilles resigned in April, 2022. Staff is advertising for interested applicants.

FINANCIAL CONSIDERATIONS

n/a

STAFF RECOMMENDATION/ACTION REQUIRED

Approval of a motion to accept the consent agenda of May 31, 2022 would approve the reappointment to the Finance Committee of Joe Wigginton

If this item is removed from the consent agenda, Staff recommends the following motions following discussion of the reappointment by the Board of Trustees:

“I move to reappoint Joe Wigginton to the Finance Committee for the term of 5/1/2022 – 04/30/2026.”



Agenda Item Summary

MEETING DATE: May 31, 2022

SUBJECT: Resolution No. 39-R-2022 – 3rd Street and Welker Avenue Intersection Improvements Intergovernmental Agreement with State of Colorado (acting by and through CDOT)

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 construction of the 3rd Street and Welker Avenue Intersection Improvements Project (“Project”) through the DRCOG 2022-2025 Transportation Improvement Program (TIP).

In March, Mead was awarded \$1,932,600.00 for the Project. Federal funds total \$1.6M (82.79%) and the required local (Town) match is \$332,600 (17.21%), which is included in the Town’s approved 2022 budget.

The design phase of the Project is scheduled to begin during federal fiscal year 2022 and the construction phase of the Project is estimated to begin in federal fiscal year 2024 and finish as soon as reasonably possible thereafter.

Resolution No. 39-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.

FINANCIAL CONSIDERATIONS

The approved 2022 budget provides \$4,525,000 for this project in the Transportation Fund (14-40-5500). This grant of Federal funds memorialized in the Project IGA, along with approved Project funding from MURA, will offset the use of local funds as follows:

Mead Urban Renewal Authority	\$1,250,000
DRCOG TIP Grant (Project IGA)	\$1,600,000
<u>Transportation Impact Fund</u>	<u>\$1,450,000</u>
Project Cost	\$4,300,000

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the May 31, 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. 39-R-2022 Approving that certain Intergovernmental with the State of Colorado (Acting by and Through the Colorado Department of Transportation) for the 3rd Street and Welker Avenue Intersection Improvement Project (Project No. MTF M870-009 (25002)).”

ATTACHMENTS

Resolution No. 39-R-2022
Intergovernmental Agreement

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 39-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 THE 3RD
STREET AND WELKER AVENUE INTERSECTION IMPROVEMENT
PROJECT (PROJECT NO. MTF M870-009 (25002))**

WHEREAS, the Town of Mead and the State of Colorado (acting by and through the Colorado Department of Transportation) have agreed on the terms that that certain Intergovernmental Agreement regarding the 3rd Street and Welker Avenue Intersection Improvement Project (Project No. MTF M870-009) (the “Project IGA”); and

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

WHEREAS, the design phase of the Project is scheduled to begin during federal fiscal year 2022 and the construction phase of the Project is estimated to begin in federal fiscal year 2024 and finish as soon as reasonably possible thereafter; and

WHEREAS, the Project IGA contemplates 82.79% federal-aid funds (in the amount of \$1,600,000.00) and 17.21% in Town of Mead (local agency) matching funds (in the amount of \$332,600.00), for a total Project cost estimate of \$1,932,600.00; 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 is 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 31st DAY OF MAY, 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 22-HA4-XC-00079
Local Agency TOWN OF MEAD			Agreement Effective Date The later of the effective date or May 02, 2022
Agreement Description 3rd St & Welker Ave Intersection Imp.			Agreement Expiration Date May 01, 2032
Project # MTF M870-009 (25002)	Region # 4	Contract Writer TCH	Agreement Maximum Amount \$1,932,600.00

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 R, APPLICABLE FEDERAL AWARDS
EXHIBIT S, 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 ARPA Award 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”).

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.

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 Treasury Department. 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**, 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. **“Matching Funds”** means the funds provided by the Local Agency as a match required to receive the federal 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.
- 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. **“Work”** means the delivery of the Goods and performance of the Services in compliance with CDOT’s Local Agency Manual described in this Agreement.
- TT. **“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 period of performance for a phase of Work authorized under this Agreement. To exercise this 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 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:

- Perform or provide the Plans to the extent required by the nature of the Work.
- 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.
- 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.
- 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. Matching Funds

Local Agency shall provide matching funds as provided in **§7.A** and **Exhibit C**. Local Agency shall have raised the full amount of matching funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. 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 Matching 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**. 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. 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 issue a unilateral Option Letter to simultaneously increase and 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") of three (3) years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify 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.

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 cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, 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 noninfringing Work or modify the Work so that it becomes noninfringing; 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.

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
CDOT Region 4
10601 West 10th Street
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 Street
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 anytime 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**, Statement 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**, Checklist of Required Exhibits Dependent on Funding Source.
- xxii. 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. Local Agency shall indemnify, save, and hold harmless the Indemnified Parties against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Local Agency's failure to comply with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.
- 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 except where noted in italics.

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 State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this 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.

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

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

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, *et seq.*, C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with a worker without authorization who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with a worker without authorization to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Contract. Contractor (i) shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Contract is being performed, (ii) shall notify the Subcontractor and the contracting State agency or institution of higher education within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with a worker without authorization for work under this Contract, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with a worker without authorization within 3 days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., the contracting State agency, institution of

higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

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.

24. DISPUTES

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.

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EXHIBIT A

SCOPE OF WORK

Name of Project: 3rd & Welker Ave Intersection Improvement
 Project Number: MTF M870-009
 SubAccount #: 25002

The Colorado Department of Transportation (“CDOT”) will oversee the Town of Mead when the Town completes the 3rd and Welker Ave intersection improvement project. (Hereinafter referred to as “this work”) CDOT and the Town of Mead believes it will be beneficial to perform this work because the project improves mobility, safety, connectivity, and operations at one of the Town’s key intersections. The Town has completed the necessary preliminary studies to implement this proposal. All work will conform to the MUTCD.

This work will consist of the following elements:

- Approximately 2,900 linear feet (LF) of sidewalk providing connectivity to regional trail network
- Approximately 1,900 LF of bike lane providing connectivity to regional trail network
- Approximately 700 LF of raised median
- ADA-compliant features including curb ramps, pedestrian crosswalks, signal
- Addition of a traffic signal
- Add left-turn lanes at all 3rd & Welker intersection approaches
- Adds right-turn lanes along the northbound and westbound legs of the intersections (eastbound right turn lane is maintained)

The project also adds appropriate roadway striping and Manual of Uniform Traffic Control Devices (MUTCD)-compliant markings for bicycle facility and pedestrian crossings.

The design phase of this work is scheduled to begin during federal fiscal year 2022. 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 2024 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.**

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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 g.

Town of Mead Project MTF M870-009 (25002)

A. Cost of Work Estimate

The Local Agency has estimated the total cost the Work to be \$1,932,600.00, which is to be funded as follows:

1. BUDGETED FUNDS

a.	Federal Funds (82.79% of CRP Award)	\$1,600,000.00
b.	Local Agency Matching Funds (17.21% of CRP Award)	\$332,600.00

TOTAL BUDGETED FUNDS	\$1,932,600.00
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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	\$1,600,000.00
b.	Less Estimated Federal Share of CDOT-Incurred Costs	\$0.00

TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY	\$1,600,000.00
--	-----------------------

4. FOR CDOT ENCUMBRANCE PURPOSES

a.	Total Encumbrance	\$1,932,600.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109	\$0.00

NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS	\$1,932,600.00
---	-----------------------

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

WBS Element 25002.10.30	Performance Period Start*/End Date TBD-TBD	Design 3020	\$0.00
WBS Element 25002.20.10	Performance Period Start*/End Date TBD-TBD	Const. 3301	\$0.00

*The Local Agency should not begin work until all three (3) of the following are in place: 1) 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. Matching Funds

The matching ratio for the federal funds for this Work is 82.79% federal funds to 17.21% Local Agency funds, and this ratio applies only to the \$1,932,600.00 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 \$1,932,600.00, and additional federal funds are available for the Work, the Local Agency shall pay 17.21% 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 \$1,932,600.00, 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

The maximum amount payable to the Local Agency under this Agreement shall be \$1,600,000.00. For CDOT accounting purposes, the federal funds of \$1,600,000.00 and the Local Agency funds of \$332,600.00 will be encumbered for a total encumbrance of \$1,932,600.00, 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 participating funds and the Local Agency matching 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 g.

LOCAL AGENCY AGREEMENT ADMINISTRATION CHECKLIST

COLORADO DEPARTMENT OF TRANSPORTATION			
LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST			
Project No. MTF M870-009	STIP No.	Project Code 25002	Region 4
Project Location Town of Mead, 3rd & Welker Ave			Date
Project Description 3rd & Welker Intersection Improvements			
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 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 Interim 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.

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.

EC1: Public Health

COVID-19 Vaccination (EC 1.1) and COVID-19 Testing (EC 1.2)

- a. Description of metrics for disadvantaged communities served.

Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, etc.) (EC 1.4), Mental Health Services (EC 1.10) and Substance Use Substances (1.11)

- a. Measurement of the metric.

Payroll for Public Health and Safety Employees (EC 1.9)

- a. Number of governmental FTEs responding to COVID-19 supported under this authority

Public Health Project-Specific Reporting Requirements (EC1)

- a. Unique requirement(s), if applicable

EC2: Negative Economic Impacts

Household Assistance (EC 2.1-2.5)

- a. Description of metrics for disadvantaged communities served.
- b. Measurement of the metric.
- c. Number of households served (by program if recipient establishes multiple separate household assistance programs).

Household Assistance (EC 2.2 & 2.5)

- a. Number of people or households receiving eviction prevention services (including legal representation)
- b. Number of affordable housing units preserved or developed.

Unemployment Benefits or Cash Assistance to Unemployed Workers (EC 2.6)

- a. Measurement of the metric.

Job Training Assistance (e.g., Sectoral job-training, Subsidized Employment, Employment Supports or Incentives) (EC 2.7)

- a. Description of the metrics for disadvantaged communities served.
- b. Measurement of the metric.

Small Business Economic Assistance (EC 2.9)

- a. Description of the metrics for disadvantaged communities served.
- b. Measurement of the metric.
- c. Number of small businesses served (by program if recipient establishes multiple separate small businesses assistance programs)

Aid to Nonprofit Organizations (EC 2.10)

- a. Measurement of the metric.

Other Economic Support (EC 2.13)

- a. Description of the metrics for disadvantaged communities served.
- b. Measurement of the metric.

Rehiring Public Sector Staff (EC 2.14)

- a. Number of FTEs rehired by governments under this authority

Negative Economic Impacts Project-Specific Reporting Requirements (EC2)

- a. Number of workers enrolled in sectoral job training programs
- b. Number of workers completing sectoral job training programs
- c. Number of people participating in summer youth employment programs
- d. Unique requirement(s), if applicable

EC3: Services to Disproportionately Impacted Communities

Education Assistance: Early Learning (EC 3.1), Education Assistance: Aid to High-Poverty Districts (EC 3.2) Education Assistance: Academic Services (EC 3.3), Education Assistance: Social, Emotional, and Mental Health Services (EC 3.4), and Education Assistance: Other (EC 3.5)

- a. Description of metrics for disadvantaged communities served.
- b. Measurement of the metric.
- c. National Center for Education Statistics (“NCES”) School ID or NCES District ID
- d. Number of students participating in evidence-based tutoring programs

Housing Childhood Environments (EC 3.6-3.9)

- a. Number of children served by childcare and early learning (preschool/pre-K/ages 3-5)
- b. Number of families served by home visiting.

Healthy Childhood Environments: Child Care (EC 3.6), Healthy Childhood Environments: Home Visiting (EC 3.7), Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System (EC 3.8), Healthy Childhood Environments: Other (EC 3.9), Housing Support: Affordable Housing (EC 3.10), Housing Support: Services for Unhoused Persons (EC 3.11), Housing Support: Other Housing Assistance (EC 3.12), Social Determinants of Health: Other (EC 3.13), Social Determinants of Health: Community Health Workers or Benefits Navigators (EC 3.14), Social Determinants of Health: Community Violence Interventions (EC 3.16)

- a. Description of the metrics for disadvantaged communities served.
- b. Measurement of the metric.

Housing Support (EC 3-10-3.12)

- c. Number of people or households receiving eviction prevention services (including legal representation)
- d. Number of affordable housing units preserved or developed.

Social Determinants of Health: Lead Remediation (EC 3.15)

- a. Description of metrics for disadvantaged communities served.
- b. Measurement of the metric.

Services to Disproportionately Impacted Communities Project-Specific Reporting Requirements (EC3)

- a. Unique requirement(s), if applicable

EC4: Premium Pay

Premium Pay (both Public Sector EC 4.1 and Private Sector EC 4.2)

- a. Number of workers served

Premium Pay Project-Specific Reporting Requirements (EC3)

- a. Unique requirement(s), if applicable

EC5: Infrastructure

All infrastructure projects (EC 5)

- a. Projected/Actual construction start date (month/year)
- b. Projected/Actual initiation of operations date (month/year)
- c. Location (for broadband, geospatial location data)
- d. Description of how the project contributes to addressing climate change

Water and sewer projects (EC 5.1-5.15)

- 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)

Broadband projects (EC 5.16-5.17)

- a. Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100Mbps download and upload speeds
 - a. If the project is not designed to reliability meet or exceed symmetrical 100Mbps speeds, explain why not and:
 - b. Confirm project design to meet or exceed 100 Mbps download and between 20 and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps upload and download speed.
- b. Additional programmatic data requirements will be issued by US Treasury in July 2022 for broadband projects, and agencies may be required to report on additional metrics, including, but not limited to:
 - a. 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
 - b. 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

- c. 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.

Infrastructure Project-Specific Reporting Requirements (EC5)

- a. Unique requirement(s), if applicable
- 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 only applicable to EC 1.1, 1.2, 2.1, 2.2, 2.3, 2.4, 2.5, 2.7, 2.9, 2.13, 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 3.10, 3.11, 3.12, 3.13, 3.14, 3.15, and 3.16.
 - 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. This requirement is only applicable to EC 1.4, 1.10, 1.11, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, 2.9, 2.10, 2.13, 3.1, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 3.10, 3.11, 3.12, 3.13, 3.14, and 3.16.
 - 8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the negative economic impacts of COVID-19. This requirement is only applicable to EC 2.1, 2.2, 2.3, 2.4, 2.5, 2.9, 2.11, and 2.12. 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, for whom premium pay would increase total pay above 150 percent of their residing State's average annual wage, or their residing county's average annual wage, whichever is higher, on an annual basis 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), 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 CFR 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
 - 15.2.5. 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**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**CHECKLIST OF REQUIRED EXHIBITS DEPENDENT OF 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	✓		✓
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, CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE	✓	✓	✓



Agenda Item Summary

MEETING DATE: May 31, 2022

SUBJECT: Resolution No. 40-R-2022: Approving a Change Order to the Construction Agreement with Asphalt Specialties Concerning Construction of the 3rd Street Paving and Trail Project

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

SUMMARY

The Town of Mead awarded a contract to Asphalt Specialties to construct the 3rd Street Paving and Trail Project in June 2021 (the “Project”). Now that the Project is complete, Town Staff is requesting approval of the final Project change order (Change Order #4) to the construction contract to reconcile the contract quantities to match actual quantities, and to address modifications that occurred during the completion of the Project. This is the final change order needed to close out the Project.

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 order nos. 1-3 were previously approved in this manner. This request is for Change Order #4 totaling \$43,098.31. This change brings the change order total for the Project (inclusive of Change Order #4) to 12.63% of the original contract amount, which requires Board review and approval.

Change Order #4 includes credit for materials and services that were not installed, as well as payment for quantity overruns that exceeded the original plan quantity. It also provides for additional landscaping repairs, labor, and materials that were added during the Project due to field adjustments by Town Staff.

FINANCIAL CONSIDERATIONS

This request for approval of Change Order #4 is for an amount not to exceed \$43,098.31. The approved budget identified \$2.1M for this Project through the Transportation Impact Fund for Capital Outlay (14-40-5505). The Project total is well within that budget, totaling \$1,578,536.52 as described in the summary table set forth on the top of page two of this AIS below.

Original Contract Amount \$1,401,535.40

Change Order 1	\$ 58,355.51	Unstable subgrade
Change Order 2	\$ 43,051.15	Landscape repairs, storm modifications
Change Order 3	\$ 32,496.15	Utility conflicts, traffic control, landscape repair
Change Order 4	\$ 43,098.31	Quantity reconciliation, landscape repair
Change Orders 1-4	\$ 177,001.12	12.63% of Original Contract Amount

Revised Contract Amount \$1,578,536.52 (inclusive of Change Orders 1 – 4)

STAFF RECOMMENDATION/ACTION REQUIRED

This item is included on the consent agenda for the May 31, 2022 regular meeting. A motion to approve the consent agenda will approve the Resolution (approving Change Order #4). 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. 40-R-2022, A Resolution of the Town of Mead, Colorado, Approving Change Order #4 to the Construction Agreement By and Between the Town of Mead and Asphalt Specialties Concerning Construction of the 3rd Street Paving and Trail Project, in the specific amount of \$43,098.31 (bringing the revised contract total for the Project to \$1,578,536.52).”

ATTACHMENTS

Resolution No. 40-R-2022
Change Order #4

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 40-R-2022**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING
CHANGE ORDER #4 TO THE CONSTRUCTION AGREEMENT BY AND
BETWEEN THE TOWN OF MEAD AND ASPHALT SPECIALTIES CO., INC.
CONCERNING CONSTRUCTION OF THE 3RD STREET PAVING AND TRAIL
PROJECT**

WHEREAS, the Board of Trustees previously approved that certain Construction Agreement by and between Asphalt Specialties Co., Inc., a Colorado corporation (“Contractor”) and the Town of Mead for the construction of improvements for the 3rd Street Paving and Trail Project (the “Project”); and

WHEREAS, change order nos. 1 – 3 for the Project have been previously approved; and

WHEREAS, Contractor is seeking approval of change order no. 4 (Change Order #4) which constitutes the final change order for the Project; and

WHEREAS, a copy of Change Order #4 is attached to this Resolution as **Exhibit 1** and increases the Contract Price by forty-three thousand ninety-eight and 31/100 dollars (\$43,098.31) to a total Contract Price of one million five hundred seventy-eight thousand five hundred thirty-six and 52/100 dollars (\$1,578,536.52); and

WHEREAS, the Board of Trustees desires to approve Change Order #4 and further desires to delegate authority to the Town Manager or her designee to execute/approve Change Order #4 on behalf of the Town of Mead.

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

Section 1. The Board of Trustees hereby: (a) approves Change Order #4 in substantially the same form as attached hereto and incorporated herein; (b) authorizes the Town Attorney in cooperation with the Town Manager to make any non-material changes as may be necessary to Change Order #4 that do not increase the Town’s obligations; and (c) authorizes the Town Manager or her designee to execute/approve Change Order #4 on behalf of the Town when in final form.

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 31st DAY OF MAY, 2022.

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen G. Whitlow, Mayor

Exhibit 1
Change Order #4 to Construction Agreement
(3rd Street Paving and Trail Project)

CHANGE ORDER NO. 04

Section 9, Item h.

PROJECT TITLE: Town of Mead - 3rd Street Paving and Trail Project
 CONTRACTOR: Asphalt Specialties
 PROJECT NUMBER: 2021-007
 PURCHASE ORDER NO.:
 DESCRIPTION: WCDs

1. Reason for change:

Modification to plans during submittal review; changing field conditions as well as owner requested changes/modifications and reconciliation of pay items.

These cost can be found summarized below.

2. Description of Change:

This change order includes changes to the contract for work change directives as noted below:

- 1) Driveway Gravel: Replace to match color = \$3,575.22
- 2) Extend Driveway Culverts = \$2,650.00
- 3) Additional Traffic Control 4 days = \$7,900.00
- 4) Additional Equipment Mobs for the above noted items (driveway change (Sta 24+00, Sta 26+00, Sta 26+50); added culvert work; added concrete = \$5,000
- 5) Additional Delineators at Driveway = \$653.10
- 6) Pay Applications Quantity Reconciliation:
 - a) Demo Existing Asphalt: additional area and road width = \$2,312.45
 - b) Road Base = (\$8,483.28)
 - c) Asphalt Paving: additional width paved and added driveways = \$24,113.82
 - d) Concrete Flatwork 6": Stat 24+00 and 26+00 and Sidewalk from trail to bridge = \$3,902.77
 - e) Concrete Curb and Gutter: LTWD Valves Sta 14+50; Sta 14+00 field access; Viper Driveway = \$2,646.00
 - f) Concrete Curb ramp = (\$1,875)
 - g) Painted Striping: tie ins beyond project limits = \$3,379.60
 - h) Thermoplastic Striping: missing quantities shown on plans = \$5,921.25
 - i) Storm Pipe 18" = (\$1,563.60)
 - j) Manhole 4' = (\$2,140.00)

3. Change in Contract Cost: \$43,098.31

4. Change in Contract Time: 4 calendar days for substantial completion
4 calendar days for final completion

ORIGINAL CONTRACT COST	\$1,401,535.40
TOTAL APPROVED CHANGE ORDERS	\$133,902.81
TOTAL PENDING CHANGE ORDERS	\$0.00
TOTAL THIS CHANGE ORDER	\$43,098.31
TOTAL % OF ORIGINAL CONTRACT, THIS C.O.	3.08%
TOTAL % OF ORIGINAL CONTRACT, ALL C.O.'S	12.63%
ADJUSTED CONTRACT COST	<u>\$1,578,536.52</u>

(Assuming all change orders approved)

ACCEPTED BY: _____ DATE: _____
 Contractor's Representative

REVIEWED BY: _____ DATE: _____
 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

Mobilization

Description	Qty	Units	Rate	Total
Contractor				
Lowboy		15 Hr	\$ 138.00	\$ 2,070.00
Markup (15%)				\$ 310.50
Total				\$ 2,380.50
Subcontractor				
Mobilization		1 LS	\$ 2,500.00	\$ 2,500.00
Mark up (5%)				\$ 125.00
Total Subcontractor Work				\$ 2,625.00
Mobilization				\$ 5,005.50

Traffic Control

Description	Qty	Units	Base	Burden	Total	Total
Labor						
Flagging		80 Hr	\$ 22.18	\$ 18.60	\$ 40.78	\$ 3,262.40
TCS		40 Hr	\$ 31.70	\$ 25.93	\$ 57.63	\$ 2,305.20
Equipment						
Truck		20 Hr			\$ 35.00	\$ 700.00
Subtotal						\$ 6,267.60
Markup (15%)						\$ 940.14
Total						\$ 7,907.74
Per day						\$ 1,976.94

Grade and extend driveway culverts

Description	Qty	Units	Base	Burden	Total	Total
Labor						
Small Grade Crew	4	Hr	\$ 100.00	\$ 80.85	\$ 180.85	\$ 723.40
Equipment						
Cat Uniloader	4	Hr			\$ 140.00	\$ 560.00
Truck	4	Hr			\$ 35.00	\$ 140.00
Material						
18" PVC Pipe	20	LF			\$ 44.45	\$ 889.00
Subtotal						\$ 2,312.40
Markup (15%)						\$ 346.86
Total						\$ 2,659.26

Run Date: 2/25/22

Preshipment Notification



Customer #	147582
Order #	Q431649
Date Ordered	02/25/22
Job #	
Job Name	ASPHALT SPECIAL
Purchase Order #	18" N12
Method of Shipment	PICKUP
Contract Order #	0000000
Ordered By	GREG
Ship Via	

Sold To:
CASH SALE
518 - DENVER CO
518-HENDERSON COLORADO BRANCH
9451 YOSEMITE ST
HENDERSON, CO 80640 8020

Ship To:
CASH SALE
ASPHALT SPECIALTIES
GREG
Henderson, CO 80640

Branch:
DENVER CO
Branch - 518
9451 Yosemite St
Henderson, CO 80640
Phone: 303-394-0004

Bid Seq#	Product Code	Description	Qty Ordered	Qty Shipped	Qty B/O	Net Price	UOM	Ext Price
	1318ADWAVW20	18 N12 M294V WTIB SOLID 20' DUAL WALL 18650020IBV	20	20		44.45000	FT	889.00

Terms in accordance with shipping manifest.

Special Instructions/Comments:

Total Shipped:		889.00
Total Ordered:	889.00	
Tax Amount:	82.24	82.24
Other Charges:	.00	.00
Total:	971.24	971.24

EXTRA WORK INVOICE

Section 9, Item h.

ASPHALT SPECIALTIES COMPANY INC.
10100 DALLAS STREET
HENDERSON, COLORADO 80640

TO: Town of Mead
RE: 3rd Street

Date: 3-Mar-22
ASCI Job# 21070

DESCRIPTION OF EXTRA WORK:

Remove aggregate base course from driveway and replace with gravel

LABOR	HOURS	RATE	AMOUNT
Superintendent	4.00	\$105.00	\$420.00
Foreman	4.00	\$85.00	\$340.00
Operator	2.00	\$75.00	\$150.00
Labor	4.00	\$58.00	\$232.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
TOTAL LABOR			\$1,142.00

EQUIPMENT	QUANTITY	RATE	AMOUNT
	0.00	\$0.00	\$0.00
Cat Track Loader	4.00	\$165.00	\$660.00
Pick up Truck	4.00	\$35.00	\$140.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
TOTAL EQUIPMENT			\$800.00

TRUCKING	HOURS	RATE	AMOUNT
Tandem Dump	5.00	\$95.00	\$475.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
TOTAL TRUCKING			\$475.00

MATERIALS	QUANTITY	UNIT PRICE	AMOUNT
	0.00	\$0.00	\$0.00
3/4" Grey Rose Gravel	18.78	\$53.49	\$1,004.54
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
SUBTOTAL			\$1,004.54
MARKUP			\$150.68
TOTAL MATERIAL			\$1,155.22

TOTAL THIS INVOICE \$3,572.22

3rd Street Paving - Contract Time Summary

	Original Dates	
Notice of Award		
Notice to Proceed	July 9, 2021	January 6, 1900
Original Substantial Completion	December 31, 2021	
Original Final Completion	March 1, 2022	
Calendar Days Spent	274	
Contract Calendar Days (Final)	430	
Calendar Days Remaining	156	

	Adds (calendar days)	Revised Substantial Completion	Revised Final Acceptance	Final Acceptance
Change Order 1	15	January 15, 2022	March 16, 2022	March 16, 2022
Change Order 2	10	January 25, 2022	March 26, 2022	March 26, 2022
Change Order 3	5	January 30, 2022	March 31, 2022	March 31, 2022
Change Order 4	4	February 3, 2022	April 4, 2022	April 4, 2022
Change Order 5	0	February 3, 2022	April 4, 2022	April 4, 2022

J&V STRIPING LLC Invoice



J&V Striping LLC
7664 Logan St
Denver Co 80229
720-281-3741
720-309-5742
www.jandvstriping.com
victor@jandvstriping.com
juan@jandvstriping.com
Fax-303-659-6336

Invoice No. 1640
Bill To Asphalt Specialties
1010 Dallas St
Henderson CO 80640
Phone 303-289-8555
Project: 3rd Street At Mead CO
Project No.:

Invoice Date
Jan-19-2022

Invoice Subtotal \$3,150.00
Invoice Total \$3,150.00
Amount Paid

Date	Description	Amount
Jan-12-2022	New Delineators 38 EA	\$2,470
	Reset Delineators 11 EA	\$330
	MOBILIZATION 1 EA	\$350
	Total	\$3,150.00

FOR ALL OF YOUR STRIPING AND PARKING LOT NEEDS
Thanks for letting us serve you!

Delineator w/ crystal: \$ 68.00 EA.
+ 5% 3.40
\$ 71.40 EA.

mob. \$350
+ 5% 17.50
\$ 367.50



Project Name: Town Of Mead CO

Date: Jan-17-2022

<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Crystal buttons on delineators	EA	76	\$3.00	\$228.00
Mobilitation	LS	1	\$350.00	\$350.00
Total				\$578.00

- NOTES:
- *Thank you for the Opportunity to have quoted you on this Project.
 - *Excludes heavy sweeping, obliteration, traffic control, tax and survey.
 - *Furnished In Place per Plans and Specs.
 - *Bond is NOT included.
 - *All Quantities Are estimated. Invoicing will be based on Actual Quantities used or Installed.
 - *This Bid is Valid for 60 Days from the date submitted
 - *Mobilization includes one move-in, additional move-ins will be charged at \$350. 00 each
 - *If Removal of curing required \$3.00 per SF.
 - *If SF quantity is less than proposal the unit cost will increase.

FOR ALL OF YOUR STRIPING AND PARKING LOT NEEDS

7664 Logan St Thornton CO 80229
Victor Hernandez 720-281-3741 Fax 303-659-6336 Juan Hernandez 720-309-5742



Agenda Item Summary

MEETING DATE: May 31, 2022

SUBJECT: Resolution No. 41-R-2022: A Resolution of The Town Of Mead, Colorado, Authorizing An Application For A Grant From The FY 2022 COPS Hiring Program Of The U.S. Department Of Justice, Office Of Community Oriented Policing Services ("COPS Office")

PRESENTED BY: Brent Newbanks, Chief of Police

THROUGH: Helen Migchelbrink, Town Manager

ATTACHMENTS: Resolution No. 41-R-2022

SUMMARY

Resolution No. 41-R-2022 ("Resolution") authorizes the Chief of Police or the Town Manager (or their respective designee(s)) to apply for a grant under the FY 2022 COPS Hiring Program (the "Program") administered by the U.S. Department of Justice, Office of Community Oriented Policing Services ("COPS Office").

The Program is intended to help fund full-time career law enforcement positions for law enforcement agencies. The Mead Police Department ("MPD") has a need for two (2) additional full-time law enforcement officers and desires to apply for a grant under the Program to help fund these positions. If MPD is awarded the full grant, MPD would receive a total of \$250,000.00 from the Program and would need to additionally provide \$316,504.82 in local (Town) funding over a three-year term (commencing in Town budget year 2023).

FINANCIAL CONSIDERATIONS

None in Town 2022 fiscal year. As set forth above, if MPD is awarded the full grant, MPD would receive a total of \$250,000.00 from the Program and would need to additionally provide \$316,504.82 in local (Town) funding over a three-year term (commencing in Town budget year 2023).

STAFF RECOMMENDATION/ACTION REQUIRED

The Resolution is included on the May 31st regular meeting consent agenda. A successful motion to approve the consent agenda will approve the Resolution. If this item is removed from consent

for additional discussion or questions from the Board of Trustees, Town Staff recommends the following motion:

“I MOVE TO ADOPT RESOLUTION NO. 41-R-2022, A RESOLUTION OF THE TOWN OF MEAD, COLORADO, AUTHORIZING A GRANT APPLICATION FOR THE COPS HIRING PROGRAM, ADMINISTERED BY THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF COMMUNITY ORIENTED POLICING SERVICES ("COPS OFFICE").”

ATTACHMENTS

Resolution No. 41-R-2022
Program Solicitation (*for informational purposes only*)

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 41-R-2022**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO,
AUTHORIZING A GRANT APPLICATION FOR THE COPS HIRING
PROGRAM, ADMINISTERED BY THE U.S. DEPARTMENT OF JUSTICE,
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES (“COPS
OFFICE”)**

WHEREAS, the U.S. Department of Justice, Office of Community Oriented Policing Services (the “COPS Office”) has announced a competitive solicitation for applications for a grant under the COPS Office FY 2022 COPS Hiring Program (the “Program”); and

WHEREAS, the Program is intended to advance public safety through community policing by funding additional full-time career law enforcement positions to meet law enforcement agencies’ community policing strategies; and

WHEREAS, the Program is intended to assist in providing funding for three (3) years of full-time salary for career law enforcement positions; and

WHEREAS, the Town of Mead (“Town”) has a need for two (2) law enforcement officers with the Mead Police Department (“MPD”), and believes that filing an application for a grant under the Program would be highly beneficial to the Town; and

WHEREAS, if the Town were to be awarded a grant under the Program, the federal government would provide the first \$250,000.00 in funding and the Town would be responsible for providing the balance of the funding for the law enforcement positions, which is currently estimated at \$316,504.82; and

WHEREAS, it is the desire of the Board of Trustees to authorize the submittal of a Program grant application; and

WHEREAS, the Board further desires to authorize the MPD Chief of Police or the Town Manager (or their respective designee(s)) to finalize and submit an application for a grant for the Program on behalf of the Town.

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

Section 1. The Board of Trustees of the Town of Mead hereby: (1) authorizes the submittal of a grant application for the Program prior to the application deadline; and (2) authorizes the MPD Chief of Policy or the Town Manager (or their respective designee(s)) to finalize and submit the grant application to the COPS Office on behalf of the Town and to provide such other information to the COPS Office as may be required or requested during the grant award cycle with respect to the Town’s application.

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

Section 3. 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 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 31st DAY OF MAY, 2022.

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen G. Whitlow, Mayor

U.S. Department of Justice
Office of Community Oriented Policing Services



FY 2022 COPS Hiring Program

Assistance Listing Number #	16.710
Grants.gov Opportunity Number:	O-COPS-2022-171229
Solicitation Release Date:	April 14, 2022 12:00 PM
Version:	1
Grants.gov Deadline:	June 09, 2022 7:59 PM
Application JustGrants Deadline:	June 16, 2022 7:59 PM

Overview

The U.S. Department of Justice, Office of Community Oriented Policing Services (COPS Office, www.cops.usdoj.gov) announces a competitive solicitation for applications for the COPS Office FY 2022 COPS Hiring Program (CHP). This program furthers the COPS Office's goal of advancing public safety through community policing by funding additional full-time career law enforcement positions to meet law enforcement agencies' community policing strategies.

Eligible Applicants:

City or township governments, County governments, Native American tribal governments (Federally recognized), State governments, Other

Other

Eligible applicants are limited to local, state, and tribal law enforcement agencies that have primary law enforcement authority. See additional eligibility details under the Eligibility section of this solicitation.

To advance Executive Order 13929 Safe Policing for Safe Communities, as of October 28, 2020, the Attorney General determined that all state, local, and university or college law enforcement agencies must be certified by an approved independent credentialing body or have started the certification process to be allocated FY 2022 DOJ discretionary grant funding, either as a recipient or a subrecipient. For detailed information on this new certification requirement, please visit <https://cops.usdoj.gov/SafePolicingEO>.

Contact Information

Applications must be submitted through both Grants.gov and the JustGrants system.

For technical assistance with Grants.gov, call the Grants.gov customer service hotline at 800-518-4726, send questions via email to support@Grants.gov, or consult the Grants.gov Organization Applicant User Guide at <https://www.grants.gov/help/html/help/index.htm>.

For technical support with JustGrants, please contact JustGrants Support via e-mail at: JustGrants.Support@usdoj.gov or by phone 833-872-5175.

For programmatic assistance with the requirements of this program, please call the COPS Office Response Center at 800-421-6770 or send questions via email to AskCopsRC@usdoj.gov.

Submission Information

Registration: To submit an application, all applicants must obtain a Unique Entity Identifier (UEI) number and register online with the System for Award Management (SAM) and Grants.gov.

Submission: Completing an application is a two-step process:

Applicants are first required to register via <https://www.grants.gov>, complete the SF-424 form and if applicable the SF-LLL, and submit it through the [Grants.gov website](https://www.grants.gov).

Once the SF-424 has been submitted via Grants.gov, the applicants will complete the full application including providing attachments in JustGrants.

An application is not considered submitted until both of these steps are completed. For more information about registration and submission, see the "How to Apply" section of this solicitation.

All guidance for this program is contained in this Solicitation and can also be found at **COPS Hiring Program**. In addition to this Solicitation, the COPS Office "**How to Apply**" web page provides additional resources to help guide applicants through the process.

The complete application package (this solicitation, including links to additional documents) is available on Grants.gov and on the COPS Office website **<https://cops.usdoj.gov/>**.

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Program Description

The Office of Community Oriented Policing Services (COPS Office) is the component of the U.S. Department of Justice responsible for advancing the practice of community policing by the nation's state, local, territorial, and tribal law enforcement agencies through information and grant resources. The COPS Office has invested more than \$14 billion to advance community policing, including grants awarded to more than 13,000 state, local and tribal law enforcement agencies to fund the hiring and redeployment of more than 134,000 officers. COPS Office information resources, covering a wide range of community policing topics such as school and campus safety, violent crime, and officer safety and wellness, can be downloaded via the COPS Office's home page, www.cops.usdoj.gov.

Community policing is a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem solving techniques to proactively address the immediate conditions that give rise to public safety issues such as nonviolent crime, violent crime, and fear of crime.

The goal of the COPS Hiring Program (CHP) is to provide funding directly to law enforcement agencies to hire and/or rehire additional career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. Anticipated outcomes of CHP awards include engagement in planned community partnerships, implementation of projects to analyze and assess problems, implementation of changes to personnel and agency management in support of community policing, and increased capacity of agency to engage in community policing activities.

Applicants will be expected to describe their community policing strategy and request the number of newly hired and/or rehired full-time sworn career law enforcement officer positions necessary to support that strategy. COPS Office funding must be used to reorient the mission and activities of law enforcement agencies toward the community or enhance their involvement in community policing.

FY 2022 CHP awards will cover up to 75 percent of the entry-level salary and fringe benefits for each approved position for a three-year funding period, based on the applicant's current entry level salary levels for full-time officers. There is a minimum 25 percent local cash match (cost share) requirement, unless a waiver is approved. The maximum federal share per officer position is \$125,000 over the three-year period, (not \$125,00 per year) unless a local match waiver is approved. Any additional costs for higher than entry-level salaries and fringe benefits will be the responsibility of the recipient agency.

Funding under this program will support three years of officer or deputy salaries within a five-year period of performance to accommodate time needed for recruitment and hiring. Agencies must retain each CHP-funded position for a minimum of 12 months following the three years of funding for that position. The additional officer positions should be added to your agency's law enforcement budget with state and/or local funds over and above the number of locally funded officer positions that would have existed in the absence of the award. Absorbing CHP-funded positions through attrition (rather than adding the extra positions to your budget with additional funding) does not meet the retention requirement.

The COPS Office will fund as many positions as possible for successful applicants; however, the number of officer positions requested by an agency may be reduced based on the availability of funding and other programmatic considerations.

Funding under this program may be used for the following:

- Hire new officers, which includes filling existing officer vacancies that are no longer funded in your agency's budget. These positions must be in addition to your current budgeted (funded) level of sworn officer positions, and the officers must be hired on or after the official award start date on the notice of award.
- Rehire officers laid off by any jurisdiction as a result of state, local, or Bureau of Indian Affairs (BIA) budget reductions. The rehired officers must be rehired on or after the official award start date on the notice of award. Documentation must be maintained showing the date(s) that the positions were laid off and rehired. Rehire officers who are (at the time of application) currently scheduled to be laid off by your jurisdiction on a specific future date as a result of state, local, or BIA budget reductions. Recipients will be required to continue funding the positions with local funding until the date(s) of the scheduled layoffs. The dates of the scheduled layoffs and the number of positions affected must be identified in the CHP application. The recipient may rehire the officers with CHP funding on or immediately after the date of the scheduled layoff. Unless required by a recipient jurisdiction, the agency is not required to formally complete the administrative steps associated with the layoff of the individual officers it is seeking to rehire so long as the agency can document that a final, approved budget decision was made to lay off those individual officers on the identified layoff date. Documentation must be maintained detailing the dates and reason(s) for the layoffs. Furthermore, agencies awarded will be required to maintain documentation that demonstrates that the scheduled layoffs are occurring for local economic reasons unrelated to the availability of CHP award funds; such documentation may include local council meeting minutes, memoranda, notices, or orders discussing the layoffs, budget documents ordering jurisdiction-wide budget reductions, and/or notices provided to the individual officers regarding the layoffs.

An applicant may request funding in one or more of the above-referenced hiring categories under CHP. If an application is approved for funding, the notice of award will specify the number of positions approved in each category. Once awarded, recipient agencies may not move funded positions between the hiring categories without receiving written prior approval from the COPS Office.

An applicant may not reduce its existing current fiscal year budget for sworn officers just to make use of the CHP award. Any budget cut must be unrelated to the receipt of CHP award funds to avoid a violation of the COPS Office statutory non-supplanting requirement.

The COPS Office is committed to advancing work that promotes civil rights and racial equity, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community safety and protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

Federal Award Information

Solicitation Categories

This solicitation does not include Solicitation Categories.

Awards, Amounts and Durations

Anticipated Number of Awards

185

Anticipated Maximum Dollar Amount of Awards

\$6,250,000.00

Period of Performance Start Date

10/1/22 12:00 AM

Period of Performance Duration (Months)

60

Anticipated Total Amount to be Awarded Under Solicitation

\$156,000,000.00

Federal Award Information

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. This solicitation is expected to be very competitive. The COPS Office may elect to fund applications submitted under the FY 2022 CHP solicitation in future fiscal years, dependent on, among other considerations, the merit of the applications and on the availability of funding.

Eligibility Information

Local, state, and tribal law enforcement agencies that have primary law enforcement authority are eligible to apply. An agency with primary law enforcement authority is defined as the first responder to calls for service for all types of criminal incidents within the jurisdiction served. CHP applicants must have a law enforcement agency (ie. Sheriff's Office, Department, etc.) that is operational by the close of this application or receive services through a new or existing contract for law enforcement services through an existing contract for law enforcement services or a new contract for law enforcement services that is in place by the close of this solicitation. Applicants must also maintain primary law enforcement authority for the population to be served. If funds under this program are to be used as part of a written contracting agreement for law enforcement services (e.g., a town that contracts with a neighboring sheriff's department to receive services), the agency wishing to receive law enforcement services must be the legal applicant in this application.

A law enforcement agency is established and operational if the jurisdiction has passed authorizing legislation and it has a current operating budget.

Application and Submission Information

The complete application package (this solicitation, including links to additional documents) is available on Grants.gov and on the COPS website <https://cops.usdoj.gov/>.

Completing an application under this program is a two-step process. Applicants must first register via www.grants.gov and complete an SF-424, the government wide standard application form for federal assistance and the SF-LLL Lobbying Certification Form. The remainder of the application will be completed through the JustGrants System at <https://justicegrants.usdoj.gov/>.

See "How to Apply" and "Submission Date and Time" below.

Applicants are strongly recommended to register immediately on www.grants.gov. Any delays in registering with Grants.gov or submitting the SF-424 may result in insufficient time for processing your application through JustGrants. For technical assistance with submitting the SF-424, please contact the Grants.gov Customer Service Hotline at 800-518-4726, via email at support@grants.gov, or consult the Grants.gov Applicant User Guide at <https://www.grants.gov/help/html/help/index.htm>.

For any attachments, please use appropriately descriptive file names (e.g., Program Narrative, Budget Narrative, Memoranda of Understanding, etc.).

Content and Form of Application

The application in JustGrants consists of a series of questions, as well as a budget worksheet. Below is a summary of the questions that applicants will be required to complete. Applicants are encouraged to read through the online application questions in advance to ensure sufficient time to prepare answers to the questions.

- **Agency Eligibility:** See Eligibility section to ensure that your agency meets eligibility requirements.
- **Law Enforcement Agency Sworn force information:** Applicants will enter information regarding budgeted sworn force strength and actual sworn force strength employed at the time of application.
- **Civilian Staff:** The number of full- and part-time civilian positions funded in your agency's annual budget.
- **COPS-funded Officer Request:**
 - Applicants will be asked to enter the number of newly hired and/or rehired entry-level officer positions necessary to support the proposed community policing strategy. CHP awards are subject to the restrictions described in the Program Description and the Budget Worksheet section, including but not limited to: \$125,000 maximum over three years for each awarded position (not \$125,000 per year), a minimum 25 percent match requirement (unless waived), 12-month retention requirement for each officer hired, and non-supplanting requirements.
 - Requests will be capped at 20% of actual sworn force, with a maximum of 50 officers for any agency. For example, agencies with an actual sworn force of 30 will be allowed to request up to 6 positions. Agencies with fewer than 5 officers may request one position.
 - Applicants should base requests on the current needs in the three hiring categories (new hire, rehire of previously laid-off, and rehire of officers scheduled for lay-off), keeping in mind that once awarded, positions cannot be moved between the categories without prior written approval from the COPS Office.
 - Although hiring military veterans as new hires is not an award requirement, applicants who commit to hiring or rehiring at least one military veteran will receive additional consideration for CHP funding. Under this solicitation, a military veteran is defined as a person who has served in the active military, naval, or air service, and who was discharged or released there from under conditions other than dishonorable. The COPS Office recommends that applicants examine their internal hiring practices to ensure that an officer funded by a CHP award would meet the veteran requirement.
- **Law Enforcement and Community Policing Strategy:** COPS Office funding must be used to reorient the mission and activities of law enforcement agencies toward the community or enhance their involvement in community policing. The COPS Office definition of community policing emphasizes the primary components of community partnerships, organizational transformation, and problem solving: Community policing is a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as nonviolent crime, violent crime, and fear of crime. The COPS Office developed a list of primary sub-elements of community policing. Please refer to the COPS Office Community Policing Defined publication (<https://cops.usdoj.gov/RIC/Publications/cops-p157-pub.pdf>) for further information regarding these sub-elements.

Through a series of detailed questions requiring a narrative response, CHP applicants are required to describe how hiring additional officers will assist the applicant in implementing and/or enhancing community policing strategies. The first set of questions will examine the current policies and practices within the agency as they relate to community policing. The second set of questions will assess the proposed community policing strategy as it relates to the three primary elements of community policing.

Agencies that do not meet a minimum community policing score will not be considered for funding. The minimum community policing score reflects a basic existing commitment to community policing and a strategy to enhance or build community policing capacity.

- **Problem Area Selection:** Applicants will identify and describe one specific problem/focus area from the list below. Selection of certain problem areas will require additional narrative descriptions. Note that selection of some problem focus areas may result in additional consideration for funding (see Application Review Information.) Applicants that select those funding areas will not be allowed to change the problem areas/focus area of community policing strategies after the award is issued.

If awarded CHP funding, your organization should be prepared to demonstrate (1) the community policing activities engaged in prior to the award that are detailed in the application, and (2) how the award funds and award-funded officers (or an equal number of redeployed experienced officers) were specifically used to enhance or initiate community policing activities according to your community policing strategy contained in the question set of this application.

Community policing needs may change during the life of your award. Minor changes to this strategy may be made without prior approval of the COPS Office; however, the recipient will be required to report on progress or changes to the community policing strategy (if any) through required performance reports. If your agency's community policing strategy

changes significantly, you must submit those changes to the COPS Office for approval. Changes are significant if they deviate from the specific crime problems originally identified and approved in the community policing strategy submitted with the application. In some cases, in reviewing performance reports, the COPS Office may identify significant changes in community policing strategies that require an explanation and request for approval.

- **Building Legitimacy and Trust** – Applicant will deploy officers to partner and engage community stakeholders including residents, businesses, and faith-based organizations to prioritize and collectively strengthen a community's response to crime and criminal activity, and focus on enhancing and maintaining community trust and legitimacy between law enforcement and the communities they serve – to include building trust in immigrant communities. Efforts could include deploying or redeploying officers to support officer recruitment and retention efforts, with an emphasis on promoting diversity. Applicants may wish to review the COPS Office web page Building Trust at <https://cops.usdoj.gov/buildingtrust> for ideas on strategies.
- **Violent Crime/Gun Violence** – Applicant will employ community policing strategies to address a range of violent crime problems. Community-based approaches to combatting gun violence that build trust in underserved communities suffering from high incidents of gun crime will receive additional consideration. Applicants requesting additional consideration for gun violence issues will be asked to describe their holistic, community-based approach (which could include applicable task force participation) and may wish to review the COPS Office web page on Community Violence Interventions at https://cops.usdoj.gov/community_violence_intervention for ideas on strategies.
- **Combating Hate and Domestic Extremism** – Applicant will focus on community-based strategies that combat bias-motivated acts of violence that divide our communities, intimidate our most vulnerable citizens, and erode trust in the rule of law. Applicants may wish to review the COPS Office web page on Combating Hate Crimes at <https://cops.usdoj.gov/hatecrimeresources> for ideas on strategies
- **Police-based Response to Persons in Crisis** – Applicant will focus on deploying officers in crisis intervention teams, participation in crisis intervention teams, improving response and interaction with persons in crisis – to include efforts focused on the education, prevention, and interventions related to the abuse of opioids and other substances in communities.
- **Homeland Security** – Building strong relationships with the community can prove vital to preventing acts of terror from domestic and foreign actors. This effort includes the thoughtful deployment of officers to strengthen relationships across the community spectrum as well as practical partnerships and task force participation to protect public infrastructure and enhance security at ports of entry. Applicants may wish to review the COPS Office web page on Homeland Security at <https://cops.usdoj.gov/homelandsecurity> for ideas on strategies
- **Other/Innovations in Community Policing** – Applicants should describe new and promising approaches in community policing that can be advanced through CHP funding.
- **Need for Federal Assistance:** All applicants are required to explain their inability to address the needs identified in this application without federal assistance. Applicants will answer a series of questions about their service population and fiscal health of their area, including operating budget, poverty and unemployment rates, and other indicators of fiscal health.
- **Property/Violent Crime Rates:** Applicants will be asked to enter crime data information for the previous two years for the population area served by the agency, using Uniform Crime Reporting crime definitions.
- **Continuation of Project after Federal Funding Ends:** All applicants are required to affirm that their agency plans to retain all officer positions awarded following the three years of federal funding, for at least 12 months, and to identify their planned source(s) of retention funding. The retention period may begin during the five-year period of performance of the award and may extend beyond the end date of the award. Agencies that do not plan to retain all officer positions under this award program at the time of application are ineligible to apply for CHP funding.

The retention requirement cannot be satisfied through attrition. The retained CHP-funded officer positions should be added to your agency's law enforcement budget with state and/or local funds for at least 12 months over and above the number of locally funded officer positions that would have existed in the absence of the award.

At the conclusion of federal funding, agencies that fail to retain the additional officer positions awarded under the CHP award for a period of 12 months may be ineligible to receive future COPS Office awards for a period of one to three years.

Information to Complete the Application for Federal Assistance (SF-424)

The applicant's SF-424 must be submitted online via www.grants.gov using the information provided on that site.

Note: Intergovernmental Review (SF-424 Question 19): This solicitation is subject to Executive Order (E.O.) 12372,

Intergovernmental Review of Federal Programs. Applicants must check the Office of Management and Budget's website for the names and addresses of Single Points of Contact (SPOC) under Intergovernmental Review: <https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf>. If the applicant's state appears on the SPOC list, the applicant must contact the state SPOC to find out about, and comply with, the state's process under E.O. 12372. In completing the SF-424, such applicant is to make the appropriate selection in response to question 19 once the applicant has complied with its state E.O. 12372 process. An applicant whose state does not appear on the SPOC list should answer question 19 by selecting the following response: "Program is subject to E.O. 12372 but has not been selected by the state for review."

Disclosure of Lobbying Activities

Applicants must complete and submit the Disclosure of Lobbying Activities (SF-LLL) form in Grants.gov. Applicants that expend any funds for lobbying activities must provide the information requested on the SF-LLL. Note: Applicants that do not expend any funds for lobbying activities should enter "N/A" in the required highlighted fields.

Standard Applicant Information (JustGrants 424 and General Agency Information)

Applicants must complete this web-based form in JustGrants, which is pre-populated with the SF-424 data submitted in Grants.gov. Applicants are required to confirm the two Authorized Representatives, verify the legal name and address, and enter the ZIP code(s) for the areas affected by the project.

In order for the applicant to complete this section, the two Authorized Representatives – the Law Enforcement Executive and the Government Executive, must have established accounts in JustGrants after the Grants.gov portion of the application is submitted.

The Law Enforcement Executive is the highest-ranking official in the jurisdiction (chief of police, sheriff, etc.) and must be assigned the role: "Authorized Representative 1" in JustGrants.

The Government Executive is the highest-ranking government official in the jurisdiction (mayor, board president, etc.) and must be assigned the role "Authorized Representative 2" in JustGrants.

Applications where the Authorized Representatives have been incorrectly assigned may be rejected.

Data Requested with Application

Applicants will be required to respond to the questions at the end of the solicitation.

Please refer to the steps below to help guide you through initiating, completing, modifying, and obtaining the status of solicitation surveys in the JustGrants system:

1. To initiate a survey, please click on the survey title to open.
2. When you have completed the survey, please click the "Finish" button on the lower right corner of the screen. The system will direct you to a review screen displaying your survey responses.
3. To go back to the main application screen, go to the "Actions" menu at the top right corner of the screen and select "Close" to exit the survey review screen.
4. The survey you just completed will still display an "Open" status. To confirm the completed status of your survey, go back to the "Actions" menu and select "Refresh". The status of your completed survey will change to "Resolved-Completed."
5. If you would like to verify the survey responses of a completed survey, you may click the survey title to reopen the selected survey and view your saved responses.
6. If you would like to change and/or update the survey responses of a completed survey, you may click the "Reopen" option to update your saved responses.

Budget and Associated Documentation

Applicants must complete the web-based budget worksheet form in JustGrants. No separate budget narrative is required. It is important to enter accurate information in the budget worksheet, as the information provided will be used to determine the amount of your CHP award, if awarded.

Applicants are required to disclose whether they have pending applications for federally funded assistance or active federal awards that support the same or similar activities or services for which award funding is being requested under this application. As a general rule, COPS Office award funding may not be used for the same item or service funded through another funding source. However, leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate.

To aid the COPS Office in the prevention of awarding potentially duplicative funding, you will need to indicate in the application question survey whether your agency has a pending application and/or an active award with any other federal funding source (e.g., direct federal funding or indirect federal funding through state subawarded federal funds) that supports the same or similar activities or services as being proposed in this COPS Office application. For each potentially duplicative program, you will be asked to provide the name of the federal awarding agency, or state agency for subawarded federal funding, award or application number, program name, award start and end dates, award or requested amount, items requested, and description of how this project differs from the application for COPS office funding.

Budget Worksheet and Budget Narrative (Web-based Form)

Budget requests may only be made in the following categories:

- Sworn Officer Personnel
- Fringe Benefits

Recipients may not use COPS Office funding for the same item or service also funded by another U.S. Department of Justice award.

Non-supplanting requirement: Requests may be made only for positions that are not otherwise budgeted with state, local, or BIA funds and that would not be funded in the absence of the CHP award.

See below for non-exhaustive list of allowable and unallowable costs, as well as guidance for completing each budget category.

Allowable Costs: Fundable requests

The only allowable costs under CHP are the approved full-time, entry-level salaries and fringe benefits of newly hired or rehired sworn career law enforcement officers who are hired or rehired on or after the award start date. A "career law enforcement officer" is a person hired on a permanent basis who is authorized by law or by a state, local, or tribal agency to engage in or oversee the prevention, detection, or investigation of violations of criminal laws. 34 U.S.C. §10389(1). The State of Alaska, and any Indian tribe or tribal organization in that State, may also use hiring funds for village public safety officers defined as "an individual employed as a village public safety officer under the program established by the State pursuant to Alaska Statute 18.65.670. Tribal Law and Order Act of 2010, Pub. L. 111-211, title II, § 247 (a)(2).

An agency seeking to rehire officers scheduled to be laid off on a specific future date with CHP funds must continue to fund them with local funds through the award date until the date of the scheduled layoff. Officers previously employed by your agency who have been (or are currently scheduled to be) laid off as a result of budget reductions may be rehired using CHP award funds, but funding requests must be limited to your agency's entry-level salaries and fringe benefits for full-time officers. Agencies will be responsible for paying any costs that exceed entry-level salaries and fringe benefits with local funds.

NOTE: The only allowable budget categories under the CHP program are Salaries and Fringe Benefits. Do not enter any funding requests under any other budget category.

The 25% local match will calculate automatically once the overall salary and fringe rates are entered.

Sworn Officer Salaries: You will enter the funding request by indicating the number of officers you are requesting, then by providing the current entry-level salary and fringe benefits for one full-time sworn officer. The total request will calculate automatically. CHP awards are subject to the restrictions described in the Program Description, including but not limited to: \$125,000 maximum over three years and 25% match requirement (unless waived). Applicants budgeting for an increase in salaries and/or fringe benefits over the life of the award are required to provide an explanation. Note that the \$125,000 in federal funds total for three years, not \$125,000 annually.

Fringe Benefits: Fringe benefits typically covered by the applicant agency, as specified in agency personnel and salary policies or contractual agreements, and allowable under 2 CFR 200, will be covered. Examples of allowable fringe benefits include Social Security, Medicare, insurance (life, health, dental, etc.), shift differential, retirement plans, and holiday pay.

The following are considered unallowable costs under the CHP program: overtime costs, training, travel, equipment (e.g., uniforms, weapons, or vehicles), severance pay, and hazard pay. If your agency pays those benefits for locally funded officer positions, your agency will be required to use local funds to do so for CHP- funded officer positions.

For agencies that do not include fringe benefits (e.g., vacation, holiday, shift differential) as part of the base salary costs and typically calculate these separately, the allowable expenditures may be included with personnel costs. Any fringe benefits that are already included as part of the agency's base salary should not be repeated in the separate fringe listing. Fringe benefits that do not appear in the drop-down budget menu will not be considered.

Shift differential pay is a premium hourly rate paid for those hours that are not considered normal day work hours as defined by your agency. Typically, shift differential pay is for the hours worked outside of normal day work hours, where the majority of hours worked are from 3:00 p.m. of one day until 8:00 a.m. of the following day. This would include the evening shift, midnight shift, overlap shift or power shift, or any other designated shift between those hours that would qualify for the shift differential pay as defined by your agency and/or a contractual or union agreement. Overtime beyond any defined shift work hours is an unallowable cost under 2022 CHP.

Unallowable Costs: Requests will NOT be funded

All items other than entry-level personnel costs (salaries and fringe benefits) as described in the preceding section are considered unallowable under CHP. Therefore, requests for equipment, training, travel, uniforms, vehicles, and indirect costs are not permitted under CHP.

In addition, the following personnel costs are unallowable:

- Salaries and fringe benefits of existing locally-funded officers, unless those officers are currently scheduled to be laid off on a specific future date
- Salaries and fringe benefits over and above an agency's entry-level salary and fringe benefits for officers
- Salaries and fringe benefits for civilian or nonsworn personnel
- Salaries and fringe benefits for part-time officer positions
- Salaries and fringe benefits for furloughed officers
- Salaries and fringe benefits for correctional officers
- Overtime costs, severance pay, hazard pay

This is not an inclusive list, and items not listed above will be reviewed on a case-by-case basis. The COPS Office reserves the right to deny funding for items that may not be included on this list. Agencies are expected to request items that show a direct link between the requested item(s) and the applicant's CHP project. All requests must contribute directly to the specific purpose of the award project and relate to the appropriations language enacted for FY 2022.

Federal/Local Share of Cost

In the budget worksheet, the applicant will be required to indicate the number of officers, and the total salary and fringe benefits for the three-year salary period for ONE entry-level officer. The local match will calculate automatically. The minimum local match requirement is 25 percent of the total project cost, and the cap on the amount of funding that can be requested per officer position is \$125,000 over three years (36 months). Any additional costs above the local match and officer funding cap will be the responsibility of the recipient agency. Recipients are also required to pay a progressively larger share of the cost of the award with local funds over the award period. The applicant will also be asked for a projection of the planned federal and local shares of the total project costs over the three years of funding for each position. While your agency may deviate from these specific projections during the award period, it must still ensure that the federal share decreases and the local share increases.

Budget summary: The budget summary will automatically calculate total project costs based on the figures provided in the budget worksheet and the number of officer positions requested in the application. It will also calculate the amount of the local match requirement.

Waiver/Local Match (Cost share)

The COPS Office may waive some or all of an applicant's local match requirement. During the application review process, your agency's waiver request will be evaluated based on the availability of funding, a demonstration of severe fiscal distress as supported by the fiscal health data provided in this application, and comparison of your fiscal health data with that of the overall CHP applicant pool. If your agency wishes to be considered for a waiver, you must respond to the applicable question. Please indicate whether the COPS Office should continue to consider your application if the waiver request is not granted or whether it should be removed from consideration if the waiver is not granted. If a full or partial waiver is granted, and your application is funded for a reduced number of officer positions, the percentage of local share provided will be applied to the total project cost of the awarded officers.

Memoranda of Understanding (MOUs) and Other Supportive Documents

As applicable, applicants will attach any memoranda of understanding or partner agreements in this section.

School Resource Officer (SRO) MOU (If applicable): Recipients awarded CHP funding to hire and/or deploy SRO into schools will be required to submit to the COPS Office a signed Memorandum of Understanding (MOU) between the law enforcement agency and the school partner(s) within 90 days of the award start date, and before expending or drawing down funds under the award. An MOU is not required at the time of application; however, if the law enforcement agency already has an MOU in place that is applicable to the partnership, the MOU can be uploaded as an attachment under the Section in JustGrants titled "MOUs and Other Supporting Documents".

Agencies selecting SROs should adhere to the guiding principles presented in the SRO Guiding Principles which can be found at [SUPPORTING SAFE SCHOOLS | COPS OFFICE \(usdoj.gov\)](https://www.usdoj.gov/cops/2017/08/23/supporting-safe-schools-cops-office-usdoj.gov).

The MOU must contain the following: the purpose of the MOU; clearly defined roles and responsibilities of the school district and the law enforcement agency focusing on the officers' roles on safety, information sharing, supervision responsibility, and chain of command for the SRO; and signatures. The MOU is an agreement among parties that defines the roles and responsibilities of the individuals and partners involved, including SROs, school administrators, law enforcement and education departments, students, and parents. The MOU should explicitly state the proposed programs and daily activities that the SRO will develop and/or administer. It should also address the policies and procedures and the extent to which information will be shared between the law enforcement agency and school or school district partners throughout the course of the award. The MOU should be signed by the law enforcement executive and designated representative for the school or school district who has general educational oversight within that jurisdiction.

Please refer to the MOU fact sheet at <https://cops.usdoj.gov/chp> for a full description of requirements.

School Resource Officer Official Partner Contact Information (if applicable)

Applicants requesting funding for SROs should enter in contact information for each school partner where the SROs will be deployed, if known at time of application. This information is not required at the time of application, but will be required for any agency awarded CHP funding for officers to be deployed as SROs.

Additional Application Components

Catastrophic incident (if applicable – required for all applicants claiming a major disaster or catastrophic incident)—Applicants that are claiming a major disaster or catastrophic incident must describe the incident in the appropriate question set in JustGrants, outlining:

- Type of event (major disaster, mass shooting, bombing, etc.)
- Impact of the event on delivery of law enforcement services
- Duration of the event (how long will law enforcement services be impacted by the event until recovery) and
- Law enforcement response and recovery efforts

Letters of Support

As applicable, applicants may attach letters of support, but these are not required.

The COPS Office strongly recommends that uploaded files be clearly named to indicate the applicant organization name and the file contents to ensure that reviewers can easily locate application documents. All other attachments should use descriptive file names identified on the attachment(s) such as "[Applicant] Letter of Support." Recommended file formats are PDF, Microsoft Word, and Microsoft Excel. The system may reject applications with other formats. If an applicant submits multiple versions of the same document, the COPS Office will review only the most recent system-validated version submitted.

Disclosures and Assurances

The applicant must review, complete, and submit all disclosures, assurances, and certifications as described below. The full text of the Certifications is available in the Application Resource Guide. An application may not be funded or, if awarded, a hold may be placed on this application if it is deemed that the applicant is not in compliance with federal civil rights laws, is not cooperating with an ongoing federal civil rights investigation, or is not cooperating with a U.S. Department of Justice award review or audit.

Applicants must read and acknowledge the DOJ Certified Standard Assurances in JustGrants. Full text of the Certified Standard Assurances is available in the Application Resource Guide.

Disclosure of Lobbying Activities

Applicants must complete the SF-LLL Disclosure of Lobbying Activities in Grants.gov prior to beginning the application process in JustGrants NOTE: Applicants that do not expend any funds for lobbying activities should enter "N/A" in the required highlighted fields.

DOJ Certified Standard Assurances

Applicants must read and acknowledge the DOJ Certified Standard Assurances in JustGrants. Full text of the Certified Standard Assurances is available in the Application Resource Guide. found in the FY22 Reference Guide for Community Policing Advancement (CPA) programs under the COPS Office "[How to Apply](#)" webpage.

DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants must read and acknowledge these DOJ certifications in JustGrants. Full text of the Certified Standard Assurances is available in the Application Resource Guide.

How to Apply

Applications must be submitted electronically through JustGrants following the submission of the SF-424 via Grants.gov. See Submission Dates and Times below for a list of steps for registering with all required systems and deadlines for completing each step.

Unique Entity Identifier and System for Award Management (SAM)

Federal regulations require that an applicant for federal funding: (1) be registered in SAM before submitting its application; (2) provide a valid unique entity identifier in its application; and (3) continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. The COPS Office may not make an award to an applicant until the applicant has complied with all applicable

unique entity identifier and SAM requirements and, if an applicant has not fully complied with these requirements by the time the COPS Office is ready to make an award, then the COPS office may determine that the applicant is not qualified to receive an award. See 2 C.F.R. §§ 25.200, 25.205 and the Award Terms and Conditions for further information.

The Unique Entity ID (SAM) is a 12-character alpha-numeric value and once issued, will not change. Entities that are currently registered in SAM.gov already have a Unique Entity ID (SAM) which can be viewed in SAM.gov.

The transition to UEI (SAM) will not impact an entity's registration expiration date or when renewal is necessary.

SAM centralizes information about grant recipients and provides a central location for grant recipients to change organizational information. Grants.gov uses SAM to establish roles and IDs for electronic submission of grant applications.

If the applicant already has an Employer Identification Number (EIN), the SAM registration will take up to two weeks to process. If the applicant does not have an EIN, then the applicant should allow two to five weeks for obtaining an EIN from the Internal Revenue Service. There is no fee associated with these processes. These processes cannot be expedited.

The COPS Office strongly discourages applicants from paying a third party to apply or register on their behalf in an attempt to expedite these processes.

To ensure all applicants are able to apply by the deadline for this solicitation, applicants must have registered online with the SAM and with Grants.gov well in advance of the JustGrants deadline.

Submission Dates and Time

All completed applications must be submitted by the deadline.

The completed SF-424 must be submitted in Grants.gov by June 9, 2022 and applications in JustGrants by June 16, 2022.

After applicants register with SAM, they can begin the Grants.gov registration process. The applying organization must complete the Grants.gov registration process prior to beginning an application for a federal grant. The E- Business Point of Contact (E-Biz POC) must register the applicant organization with Grants.gov. The E-Biz POC oversees the applicant's Grants.gov transactions and assigns the Authorized Representative. The Authorized Organization Representative (AOR) submits the application to Grants.gov and must also register with Grants.gov. In some cases, the E-Biz POC is also the AOR for the applicant. Complete instructions can be found at www.Grants.gov.

In JustGrants, each applying entity will have an assigned Entity Administrator who is responsible for managing entity-level information and assigning roles in the system. The Entity Administrator is also the E-Biz POC designated in SAM.gov. For more information on registering with JustGrants, see <https://justicegrants.usdoj.gov/>.

It is the applicant's responsibility to ensure that the application is complete and submitted by the deadline. Failure to meet the submission deadline will result in an application not being considered for funding. Applicants should refer to the list below to ensure that all required steps and deadlines are met.

Applicant Actions with Required Dates/Deadline

1. Register with SAM. Access the SAM online registration through the SAM homepage at <https://www.sam.gov/SAM> and follow the online instructions for new SAM users. If the applicant already has the necessary information on hand, the online registration takes approximately 30 minutes to complete, depending upon the size and complexity of the business or organization. Organizations must update or renew their SAM registration at least once a year to maintain an active status.
2. Register with Grants.gov. Once the SAM registration is active, the applicant will be able to complete the Grants.gov registration.
3. Download the updated version of Adobe Acrobat before the Grants.gov deadline. Applicants are responsible for ensuring that the most up-to-date version of Adobe Acrobat is installed on all computers that may be used to download the solicitation and to submit the SF-424 and SF-LLL on Grants.gov. To verify that the Adobe software version is compatible with Grants.gov, please visit the following link: <http://www.grants.gov/web/grants/applicants/adobe-software-compatibility.html>.
4. Begin application submission process in Grants.gov as early as possible, but no later than 24-48 hours prior to the Grants.gov deadline. Applicants may find this funding opportunity on Grants.gov by using the assistance listing number, Grants.gov opportunity number, or the title of this solicitation, all of which can be found on the cover page. Applicants will submit two forms in Grants.gov (SF-424 and SF-LLL).
5. The Grants.gov Workspace Status will change from "In Progress" to "Submitted" once the SF-424 has been successfully submitted in Grants.gov. Within 48 hours after submitting the SF-424 in Grants.gov, the applicant should receive four (4) notifications from Grants.gov (i.e., submission receipt, validation receipt, grantor agency retrieval receipt, and agency tracking number assignment). (Note: It is possible to first receive a message indicating that the application is received, and then receive a rejection notice a few minutes or hours later.)

6. Within 24 hours AFTER receiving a confirmation email from Grants.gov, the Application Submitter will receive an email from JustGrants with instructions to complete the rest of the application in JustGrants. If the applicant is a new user in JustGrants, the email will include instructions on registering with JustGrants.
7. Upon receipt of this email, register with JustGrants (if necessary), invite additional users including Authorized Representatives, and begin to develop the application. Some of the application components will be entered directly into JustGrants, and others will require uploading attached documents. Therefore, applicants will need to allow ample time before the JustGrants deadline to prepare each component and to submit the complete application package at least 24-48 hours prior to the deadline. Applicants may save their progress in the system and revise the application as needed prior to hitting the Submit button at the end of the application in JustGrants.
8. Confirm application receipt: Applicants should closely monitor their email and JustGrants accounts for any notifications from Grants.gov or JustGrants about a possible failed submission. The user who is authorized to submit applications on behalf of the organization is the one who will receive these notifications. The COPS Office does not send out these notifications, nor does the COPS Office receive a copy of these notifications. It is the applicant's responsibility to notify the COPS Office of any problems with the application submission process. Submitting the application components at least 48 hours the deadline will enable the applicant to receive notice of a failed submission and provide an opportunity to correct the error before the applicable deadline.

Late Submissions: The COPS Office will review on a case-by-case basis requests for late submission due to unforeseen technical issues or extraordinary events such as extreme weather emergencies or mass casualty events. Requests for an extension of the Grants.gov deadline must be received prior to the close of the solicitation in Grants.gov. Requests for an extension of the JustGrants deadline must be made prior to the close of the solicitation in JustGrants. No late submission requests will be considered once the application closes.

Extension of deadlines is rare and not guaranteed. To be considered for an extension, applicants must contact the COPS Office Response Center at 800-421-6770 to create a record of the issue, or send an email to AskCopsRC@usdoj.gov. The subject line should read "FY22 CHP Extraordinary Circumstances: UEI number, Agency Name, Application ID"; with your UEI number and organization name included in the subject line. The message should include the nature of the disaster/issue and how it affected the applicant's ability to submit an application on time.

The COPS Office will respond to each applicant as soon as possible with either an approval and instructions for submission, or a rejection. If the technical issues you reported cannot be validated, the application will be rejected.

The following conditions are not valid reasons to request an extension: (1) failure to begin the registration process in sufficient time; failure to follow instructions on Grants.gov or JustGrants; (3) failure of the two assigned authorized representatives, with the proper authority, to activate accounts in JustGrants prior to application submission; (4) failure to follow all of the instructions in the CHP solicitation; (5) failure to register or update information on the SAM website; and/or (6) failure to register or complete SF-424 in grants.gov.

Application Review Information

The COPS Office is committed to ensuring a fair and open merit review process. Applications that meet eligibility and basic minimum requirements will be subject to a merit review and ranking process. The merit review will consist of both a programmatic and financial review and will be conducted by COPS Office staff or in collaboration with other subject matter experts. The review will also assess whether costs are reasonable, necessary, allowable, and allocable under applicable federal cost principles, agency regulations, and the program.

Additional consideration will be given to applicants who propose a community-based approach to the following four problem/focus areas. Applicants who choose one of the community policing problems or priority focus areas listed here must devote 100% of their funded positions to that focus area, and will not be allowed to change their choice once the award has been issued.

- Building Legitimacy and Trust
- Violent Crime/Gun Violence
- Combating Hate and Domestic Extremism
- Police-based Response to Persons in Crisis

Additional consideration will also be given to applicants that meet any of the following criteria:

- **Persistent Poverty** – Applicants in an area with persistent poverty
- **Preventing Radicalization of Personnel** – applicants seeking support for screening and counseling programs to identify and prevent the radicalization of applicants and personnel who endorse violent and hateful extremist movements
- **Community-based Hires** – Applicants that commit to recruiting officers from the community in which they will serve
- **Community-based Officer Relocation** – Applicants that commit to recruiting officers who are willing to relocate to areas characterized by fragmented relations between police and community residents, or areas of high crime

- **Diversity Training** – Agencies that require evidenced-based cultural sensitivity training for officers, including training on ethnic and racial bias, racial profiling, gender bias, sexual orientation and gender identity bias, cultural diversity, use of force, procedural justice, and law enforcement interaction with people with disabilities, the mentally ill, and English Language Learners
- **Safe Harbor** – Applicants in states with certain anti-human trafficking laws that treat minors engaged in commercial sex as victims (referred to as “safe harbor” laws) and permit individuals to vacate arrest or prosecution records for non-violent offenses as a result of being trafficked
- **Catastrophic Incident** – Applicants that experienced an unanticipated catastrophic event or Attorney General declared area in crime-related crisis
- **Hiring Veterans** - Applicants that commit to hiring at least one military veteran
- **Rural Designation** - Applicants from rural areas
- **Agency not funded in FY21** - Applicants that did not receive a CHP award in FY 2021

Prior to award, applications for potential awards will receive a financial integrity review to evaluate the fiscal integrity and financial capability of applicants and to examine proposed costs and the extent to which the budget detail worksheet supports and explains project costs. This review will also assess whether costs are reasonable, necessary, and allocable under applicable federal cost principles and agency regulations. This financial review will be conducted by the COPS Office staff.

In addition, prior to making an award greater than the simplified acquisition threshold (currently set at \$250,000), any information about applicants that is in the designated integrity and performance system accessible through SAM will be reviewed and considered.

Applicants may review and comment on any information about them in SAM that a Federal awarding agency previously entered in the designated integrity and performance system, and such applicant comments will also be reviewed and considered.

Past performance on previous awards may be in an indicator in this review process. Financial and programmatic performance factors may be included in the past performance review.

Absent explicit statutory authorization or written delegation of authority to the contrary, all final award decisions will be made by the Director of the COPS Office, who may also give consideration to factors including, but not limited to, underserved populations, population served, geographic diversity, strategic priorities, past performance, risk, and available funding when making awards.

Review Process

In the merit review selection process for CHP awards, the COPS Office will make an initial determination, balancing the applicant's need for federal assistance (as measured by economic and fiscal health questions) with crime rates, the applicant's current commitment to community policing, and the strength of their proposed community policing strategy.

Applications will be scored according to the following weighting methodology:

- Fiscal need: 33.3 percent
- Crime: 33.3 percent
- Community policing: 33.3 percent

Agencies that do not meet a minimum community policing score, reflecting a basic commitment to community policing and a strategy to continue or enhance it, will not be considered for funding.

Federal Award Administration Information

Federal Award Notices

Award notification will be sent electronically from JustGrants. This award notification will include instruction on enrolling in Automated Standard Application for Payments (ASAP) and accepting the award. Recipients will be required to log into JustGrants to review, sign, and accept the award. The notice of award will contain details about the award including start and end dates, funding amounts, and the award conditions. The Authorized Representatives must acknowledge having read and understood all sections of the award instrument and submit the required declaration and certification to accept the award; these steps will be completed electronically in JustGrants before you will be able to draw down funds or begin implementing the program. By accepting the award and the COPS Office funding, your agency acknowledges that it will comply with these conditions and, if applicable, additional special conditions specific to your agency.

In limited circumstances, your award may be subject to special conditions that prevent your agency from drawing down or accessing award funds until the special conditions are satisfied as determined by the COPS Office. Any special conditions will be included with your award.

All applicants should anticipate notification of funding decisions by September 30, 2022.

Administrative and National Policy Requirements

If selected for funding, in addition to implementing the funded project consistent with the approved project proposal and budget, the recipient must comply with the award terms and conditions, and other legal requirements including, but not limited to, OMB, DOJ, or other federal regulations that will be included in the award or incorporated into the award by reference or are otherwise applicable to the award.

The COPS Office strongly encourages applicants to review applicable requirements and terms and conditions prior to submitting an application.

Terms and conditions for COPS Office awards are available on the COPS website in the Application Resource Guide. Terms and conditions are subject to change before the award is issued. The Application Resource Guide also contains additional requirements which apply to this application and award, including audit requirements.

Monitoring, Evaluation and Reporting Requirements

Law enforcement agencies receiving federal funding from the COPS Office will be monitored to ensure compliance with their award conditions and other applicable statutes and regulations, and track progress towards achieving the goal of advancement of community policing. Award monitoring activities conducted by the COPS Office include site visits, office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report.

Evaluation: Though a formal assessment is not required, awarded agencies are strongly encouraged to conduct an independent assessment of their respective award-funded projects. Project evaluations have proven to be valuable tools in helping departments identify areas in need of improvement, providing data of successful processes and reducing vulnerabilities. Award funding cannot be used to for evaluations.

Reporting Requirements: If awarded, recipients will be required to submit quarterly financial and semi-annual performance reports.

- Financial reporting: Recipients will be required to electronically submit a quarterly Federal Financial Report (FFR) using the SF-425 form by the 30th day following the end of each calendar quarter, and a final report is due 120 days following the award end date. Recipients who do not submit SF-425 reports by the due date will be unable to draw down funds.
- Performance reporting: Recipients will be required to electronically submit semi-annual performance reports, and a final performance report will be due 120 days following the award end date.

Federal Awarding Agency Contact(s)

For technical assistance with Grants.gov, call the Grants.gov customer service hotline at 800-518-4726, send questions via email to support@Grants.gov, or consult the Grants.gov Organization Applicant User Guide at <https://www.grants.gov/help/html/help/index.htm>.

For technical support with JustGrants, contact JustGrants Support at JustGrants.Support@usdoj.gov or 833-872-5175.

For programmatic assistance with the requirements of this program please call the COPS Office Response Center at 800-421-6770 or send questions via email to AskCopsRC@usdoj.gov.

COPS Other Information

Public Reporting Burden- Paper Work Reduction Act Notice

The public reporting burden for this collection of information is estimated to be up to 11.3 hours per response, depending upon the COPS Office program being applied for, which includes time for reviewing instructions. Send comments regarding this burden estimate or any other aspects of the collection of this information, including suggestions for reducing this burden, to the Office of Community Oriented Policing Services, U.S. Department of Justice, 145 N Street NE, Washington, DC 20530; and to the Public Use Reports Project, Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

You are not required to respond to this collection of information unless it displays a valid OMB control number. The OMB control number for this application is 1103-0098, and the expiration date is 4/30/2024.

Performance Measures

To assist in fulfilling the U.S. Department of Justice's (DOJ) responsibilities under the Government Performance and Results Modernization Act (GPRAMA) of 2010, P.L. 111-352, recipients who receive funding from the Federal Government must measure the results of work that funding supports. GPRAMA specifically requires the COPS Office and other federal agencies to

set program goals, measure performance against those goals, and publicly report progress in the form of funding spent, resources used, activities performed, services delivered, and results achieved.

Performance measures for CHP are as shown in table 1.

Table 1. Performance measures

Objective	Performance measures	Data Recipient Provides
Increase the capacity of law enforcement agencies to implement community policing strategies that strengthen partnerships for safer communities and enhance law enforcement's capacity to prevent, solve, and control crime through funding for personnel, technology, equipment, and training	Extent to which COPS Office knowledge resources (e.g., publications, podcasts, training, etc.) have increased your agency's community policing capacity? Extent to which COPS Office award funding (e.g., officers, equipment, training, technical assistance, etc.) has increased your agency's community policing capacity?	Recipients will rate the effectiveness of the COPS Office funding in increasing community policing capacity. Data will be collected on a periodic basis through recipient performance reports.

COPS Office awards target increasing recipient capacity to implement community policing strategies within the three primary elements of community policing: (1) problem solving; (2) partnerships; and (3) organizational transformation. The COPS Office requires all CHP applicants to describe how the personnel requested will assist the applicant in implementing community policing strategies. For more information on community policing, please go to the COPS Office website at <https://cops.usdoj.gov/resources#cptopics>.

As part of the programmatic performance report, CHP recipients will be required to report on their progress toward implementing their community policing strategies. Based on the data collected from recipients, the COPS Office may make improvements to CHP to better meet the program's objective and law enforcement agency needs.

Application Checklist

Please refer to the [JustGrants DOJ Application Submission Checklist](#).

Survey Questions

CHP Solicitation FY2021

CHP SOLICITATION FY2022

Please click on continue to proceed to the survey questions.

AGENCY ELIGIBILITY INFORMATION

1. Type of Agency (*select one*)
2. From the list below, please select the type of agency which best describes the applicant.
(Please specify)
3. Please indicate if your jurisdiction is primarily considered rural, urban or suburban.

Instructions:

We will ask you several questions about your law enforcement agency operations and authority to determine your eligibility to apply for a COPS Hiring Program (CHP) award. Please note that CHP applicants must have a law enforcement agency that is operational by the close of this solicitation, or receive services through an existing contract for law enforcement services or a new contract for law enforcement services that is in place by the close of this solicitation. Applicants must also maintain primary law enforcement authority for the population to be served.

In addition, if funds under this program are to be used as part of a written contracting arrangement for law enforcement services (e.g., a town which contracts with a neighboring sheriff's office to receive services), the government agency wishing to receive law enforcement services must be the legal applicant in this application.

A law enforcement agency is established and operational if the jurisdiction has passed authorizing legislation and it has a current operating budget.

4. Is your agency established and currently operational?
- 4a. Which of the following best describes your law enforcement agency (check one)?
- 4b. Will your law enforcement agency be operational as of the closing date of this solicitation?

4c. Has your jurisdiction passed legislation which authorizes the creation of a new law enforcement agency?

5. If awarded, does your agency plan to use funds awarded under this award to establish or supplement a written contract for law enforcement services (e.g., a town contracting for services with a nearby sheriff's department)?

Instructions:

A jurisdiction may apply for funds under this program to be used as part of a written contracting arrangement for law enforcement services (e.g., a town which contracts with a neighboring sheriff's office to receive services).

However, the jurisdiction wishing to receive law enforcement services must be the legal applicant in this application.

Important Note: Two entities involved in a contracting relationship may not separately apply for funding to support the same officer position(s).

5a. Is the legal applicant listed in this COPS Hiring Program (CHP) application and on the SF-424 the entity that will be receiving law enforcement services?

5b. What is the legal name of the law enforcement agency that will be providing law enforcement services to your jurisdiction?

Instructions:

An agency with primary law enforcement authority is defined as the first responder to calls for service for all types of criminal incidents within its jurisdiction. Agencies are not considered to have primary law enforcement authority if they only: respond to or investigate specific type(s) of crime(s), respond to or investigate crimes within a correctional institution, serve warrants, provide courthouse security, transport prisoners, have cases referred to them for investigation or investigational support or only some combination of these.

6. Based on the definition above, does your agency have primary law enforcement authority? [Or, if contracting to receive services, does the agency that will be providing law enforcement services have primary law enforcement authority for the population to be served?]

GENERAL AGENCY INFORMATION

7. Please select your U.S. Attorney's District Office from the below drop-down options.

Instructions:

Enter the Fiscal Year Budgeted Sworn Force Strength for the current fiscal year below. The budgeted number of sworn officer positions is the number of sworn positions funded in your agency's budget, including funded but frozen positions, as well as state, Bureau of Indian Affairs, or locally funded vacancies. Do not include *unfunded* vacancies or unpaid/reserve officers. For agencies with previous COPS-funded active awards, do not include in your budgeted force strength any COPS-funded officers whose salaries are currently being covered by the 36- months of COPS funding.

Number of officers funded in agency's current fiscal year budget:

8a. Full-Time

8b. Part-Time

Enter the number of civilian positions funded in agency's current fiscal year budget.

Number of civilian positions funded in agency's current fiscal year budget:

9a. Full-Time

9b. Part-Time

EXECUTIVE/CONTACT INFORMATION

Instructions for Law Enforcement Agencies:

The Law Enforcement Executive is the highest ranking official in the jurisdiction (Chief of Police, Sheriff, or equivalent) and must be assigned the role: "Authorized Representative 1" in JustGrants.

10a. Title:

10b. First Name:

10c. Last Name:

10d. Phone:

10e. Email Address:

Instructions for Government Agencies:

This is the highest ranking government official within your jurisdiction (e.g., Superintendent, Mayor, City Administrator, or equivalent) and must be assigned the role: "Authorized Representative 2" in JustGrants.

11a. Title:

11b. First Name:

11c. Last Name:

11d. Phone:

11e. Email Address:

Instructions for Application Contact:

Enter the application contact's name and contact information.

12a. Title:

12b. First Name:

12c. Last Name:

12d. Phone:

12e. Email Address:

COPS HIRING PROGRAM OFFICER REQUEST**Instructions:**

Please enter the number of actual sworn officers employed by your agency as of the date of this application. Do not include funded but currently vacant positions or unpaid positions.

13a. Full-Time:

13b. Part-Time:

Instructions:

Number of budgeted sworn officers employed by your agency as of the date of this application.

14a. Full-Time:

14b. Part-Time:

Instructions:

Number of contract sworn officers employed by your agency as of the date of this application.

15a. Full-Time:

15b. Part-Time:

Instructions:

Number of budgeted civilian positions employed by your agency as of the date of this application.

16a. Full-Time:

16b. Part-Time:

The crime data you will enter below will be based on crimes occurring among this population served. Population served counts must not be adjusted upward to account for daytime business/shopping visitors, highway traffic passing through a jurisdiction, nor should it include annual visitor totals. Parks and transit agencies should report average daily visitors/riders rather than annual totals.

This may or may not be the same as your census population. For example, a service population may be the census population minus incorporated towns and cities that have their own law enforcement agency within your geographic boundaries. An agency with primary law enforcement authority is defined as having first responder responsibility to calls for service for all types of criminal incidents within its jurisdiction.

17. What is the actual population your department serves as the primary law enforcement entity?

18. Enter the total population of the government entity applying for this award using the latest census estimate available in the American Fact Finder at <http://FactFinder2.census.gov>.
- 18a. Check here if the population of the entity applying for this award is not represented by U.S. Census figures (e.g., colleges, special agencies, school police departments, etc.).
- 18b. If the population of the entity applying for this award is not represented by U.S. Census figures, please indicate the size of the population as of the latest available estimate.
- 18c. Please indicate the source of this population estimate (e.g., website address).
- 18d. If applicable, please explain why the service population differs from the census population.

Instructions:

Agencies should apply for the number of officer positions necessary to support their proposed community policing strategy. FY 2022 CHP awards cover up to 75 percent of the entry-level salary and fringe benefits for each approved position for a three-year funding period, based on the applicant's current entry level salary levels for full-time officers. There is a minimum 25 percent local cash match (cost share) requirement unless a waiver is approved. The maximum federal share per officer position is \$125,000 over the three-year period, (not \$125,00 per year) unless a local match waiver is approved. Any additional costs for higher than entry-level salaries and fringe benefits will be the responsibility of the recipient agency. Please keep in mind that there is a 12-month retention requirement for each officer position funded.

The number of officers you request cannot exceed 20% of your agency's current actual sworn force, with a maximum of 50 officers for any agency. Agencies with fewer than 5 officers may request one officer. The COPS Office will fund as many positions as possible for successful applicants; however, the number of officer positions requested by an agency may be reduced based on the availability of funding and other programmatic considerations.

19. How many entry-level, full-time officer positions is your agency requesting in this application?

Instructions:

IMPORTANT: Next, your agency must allocate the number of positions requested under each of the three hiring categories described below based on your agency's current needs at the time of this application. Be mindful of your agency's ability to fill and retain the officer positions awarded, while following your agency's established hiring policies and procedures. CHP awards will be made for officer positions requested in each of the three hiring categories, and recipients are required to use awarded funds for the specific categories awarded.

It is imperative that your agency understand that the COPS Office statutory nonsupplanting requirement mandates that award funds may only be used to supplement (increase) a recipient's law enforcement budget for sworn officer positions and may not supplant (replace) state, local, or tribal funds that a recipient otherwise would have spent on officer positions if it had not received an award. This means that if your agency plans to:

- (a) Hire new officer positions (including filling existing vacancies that are no longer funded in your agency's budget): Your agency must hire these new additional positions on or after the official award start date, above its current budgeted (funded) level of sworn officer positions, and otherwise comply with the nonsupplanting requirement as described in detail in the award owner's manual.
- (b) Rehire officers who have been laid off by any jurisdiction as a result of state, local, or tribal budget reductions: Your agency must rehire the officers on or after the official award start date, maintain documentation showing the date(s) that the positions were laid off and rehired, and otherwise comply with the nonsupplanting requirement as described in detail in the award owner's manual.
- (c) Rehire officers who are (at the time of application) currently scheduled to be laid off (by your jurisdiction) on a specific future date as a result of state, local, or tribal budget reductions: Your agency must continue to fund the officers with its own funds from the award start date until the date of the scheduled lay-off (for example, if the CHP award start date is September 1 and the lay-offs are scheduled for November 1, then the CHP funds may not be used to fund the officers until November 1, the date of the scheduled lay-off); identify the number and date(s) of the scheduled lay-off(s) in this application (see below); maintain documentation showing the date (s) and reason(s) for the lay-off; and otherwise comply with the nonsupplanting requirement as described in detail in the award owner's manual. [Please note that as long as your agency can document the date that the lay-off(s) would occur if CHP funds were not available, it may transfer the officers to the CHP funding on or immediately after the date of the lay-off without formally completing the administrative steps associated with a lay-off for each individual officer.]

Documentation that may be used to prove that the scheduled lay-offs are occurring for local economic reasons that are unrelated to the availability of CHP award funds may include (but are not limited to) council or departmental meeting minutes, memoranda, notices, or orders discussing the lay-offs; notices provided to the individual officer(s) regarding the date(s) of the lay-offs; or budget documents ordering departmental or jurisdiction-wide budget reductions. These records must be maintained with your agency's CHP award records during the award period and for a minimum of three years following the date of the submission of the final expenditure report in the event of an audit, monitoring, or other evaluation of your award compliance.

If your agency's request is funded, your agency will have the opportunity after the award announcement to request an award modification to move awarded funding into the category or categories that meet your agency's law enforcement needs at that time (including updating the dates of future scheduled lay-offs).

Category A: New, additional officer positions (including filling existing vacancies no longer funded in your agency's budget).

20a. Category A Request:

Category B: Rehire officers laid off (from any jurisdiction) as a result of state or local budget reductions.

20b. Category B Request:

Category C: Rehire officers scheduled to be laid off (at the time of the application) on a specific future date as a result of state or local budget reductions.

20c. Category C Request:

Instructions:

We also need some information about when the layoff of officers in this category is scheduled to occur. In the space below, please indicate when the officer(s) specified in this category are scheduled to be laid off.

21a. Number of Officers:

21b. Date these officers are scheduled to be laid off:

21c. Number of Officers:

21d. Date these officers are scheduled to be laid off:

21e. Number of Officers:

21f. Date these officers are scheduled to be laid off:

21g. Number of Officers:

21h. Date these officers are scheduled to be laid off:

Since your agency plans to use CHP funds to rehire officers who are currently scheduled to be laid off on a future date (under Category C above), please certify (by checking the appropriate boxes) to the following Certification:

Instructions:

Although hiring military veterans as new hires is not an award requirement, applicants who commit to hiring or rehiring at least one military veteran will receive additional consideration for CHP funding.

If your agency checks "yes" to the question below, your agency will be required to maintain documentation that it made every effort possible (consistent with your internal procedures and policies) to hire at least one military veteran. Under this solicitation, a military veteran is defined as a person who served in the active military, naval, or air service, and who was discharged or released there from under conditions other than dishonorable.

23. Does your agency commit to hire and/or rehire at least one military veteran as defined above for the officer position(s) you have requested?

23a. If Yes, how many position(s)?

24. Is your agency requesting that all or some of the officer positions requested be deployed as school resource officers (SROs)?

SRO Instructions:

If your agency requests officers to be deployed as school resource officers (SRO), please do not request more officer positions than your agency can expect to deploy in this capacity. A "school resource officer" is a career law enforcement officer, with sworn authority, who is engaged in community policing activities and is assigned by the employing agency to work in collaboration with schools.

There must be an increase in the level of community policing activities performed in and around primary or secondary schools in the agency's jurisdiction as a result of the award. The time commitment of the funded officers must be above and beyond the amount of time that the agency devoted to the schools before receiving the award. Recipients using CHP funding to hire or deploy SROs into schools must submit to the COPS Office a signed memorandum of understanding (MOU) between the law enforcement agency and the school partner(s) before obligating or drawing down funds under this award. An MOU is not required at the time of application; however, if the law enforcement agency already has an MOU in place that is applicable to the partnership, the MOU can be uploaded as an attachment in the section of the application titled "MOUs and other Supporting Documents".

The MOU must contain the following: the purpose of the MOU; clearly defined roles and responsibilities of the school district and the law enforcement agency focusing officers' roles on safety, information sharing, supervision responsibility; chain of command for the SRO; and signatures. If awarded, a recipient must submit an MOU to the COPS Office within 90 days from the date shown on the award congratulatory letter.

Implementation of the CHP award without submission and acceptance of the required MOU may result in expenditures not being reimbursed by the COPS Office and/or award de-obligation.

24a. If Yes, how many of your requested positions in this application will be deployed as school resource officers (SROs)?

24b. If Yes, has your agency reviewed principles presented in the **SRO Guiding Principles** document?

Instructions:

The following questions will help Congress and the U.S. Department of Justice identify potential gaps in training.

On average how many hours of IN-SERVICE (non-recruit) training (e.g. FTO, continuing professional education, roll call, standard) are required annually for each of your agency's officers/deputies in the following categories (if none, please indicate 0 hours)?

25. Use of force (hours):

26. De-escalation of conflict (hours):

27. Evidence-based cultural sensitivity training (hours):

28. Racial and ethnic bias that includes elements of implicit/unconscious bias (hours):

29. Gender bias in response to domestic violence and sexual assault (hours):

30. Bias towards lesbian, gay, bisexual, and transgender (LGBT) individuals (hours):

31. Community engagement (e.g., community policing and problem solving) (hours):

32. Does your agency administer a police training academy?

Instructions:

How many total hours of basic/recruit ACADEMY training are required for each of your agency's officer/deputy recruits in the following categories (if none, please indicate 0 hours)?

33. Use of force (hours):

34. De-escalation of conflict (hours):

35. Evidence-based cultural sensitivity training (hours):

36. Racial and ethnic bias that includes elements of implicit/unconscious bias (hours):

37. Gender bias in response to domestic violence and sexual assault (hours):

38. Bias towards lesbian, gay, bisexual, and transgender (LGBT) individuals (hours):

39. Community engagement (e.g., community policing and problem solving) (hours):

ADDITIONAL BUDGET INFORMATION

40. Referencing the web-based budget in this solicitation, please indicate if there was an increase in sworn officer base salary in years 2 and 3. If so, indicate why (check all that apply).

LAW ENFORCEMENT & COMMUNITY POLICING STRATEGY

Instructions for Community Policing Strategy:

COPS Office funding must be used to reorient the mission and activities of law enforcement agencies through initiating community policing or enhancing their involvement in community policing with the officers hired under this award program or an equal number of experienced officers who have been redeployed to implement this plan after hiring the entry-level COPS Office-funded officers. If awarded funds, your narrative responses in the text boxes below will constitute your agency's community policing strategy under this award. Your organization may be audited or monitored to ensure that it is initiating or enhancing community policing in accordance with this strategy. The COPS Office may also use this information to understand the needs of the field, and potentially provide for training, technical assistance, problem solving, and community policing implementation tools. Please note that the COPS Office recognizes that your COPS Office-funded officer(s) (or an equal number of veteran officers who are redeployed after hiring the entry-level COPS Office funded officers) will engage in a variety of community policing

activities and strategies, including participating in some or all aspects of your identified community policing strategy. Your community-policing strategy may be influenced and impacted by others within and outside of your organization, as this is considered beneficial to your community policing efforts.

At any time during your award period, you should be prepared to demonstrate (1) the community policing activities engaged in prior to the award that are detailed in this application and (2) how the award funds and award-funded officers (or an equal number of redeployed veteran officers) were specifically used to enhance (increase) or initiate community policing activities according to your community policing strategy contained in this application.

Community policing needs may change during the life of your award. Minor changes to this strategy may be made without prior approval of the COPS Office; however, the recipient will be required to report on progress or changes to the community policing strategy (if any) through the required performance reports. If your agency's community policing strategy changes significantly, you must submit those changes to the COPS Office for approval. Changes are significant if they deviate from the specific crime problems originally identified and approved in the community policing strategy submitted with the application. In some cases, in reviewing performance reports, the COPS Office may identify significant changes in community policing strategies that require explanation and request for approval.

Applicants that choose problem areas that receive additional priority consideration will not be able to change from these problem/focus areas if awarded CHP funding.

The following is the COPS Office definition of community policing that emphasizes the primary components of community partnerships, organizational transformation, and problem solving. Please refer to the COPS Office web site (<https://cops.usdoj.gov>) for further information regarding this definition.

Community policing is a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem solving techniques to proactively address the immediate conditions that give rise to public safety issues, such as violent crime, non-violent crime, and fear of crime.

The COPS Office has developed the following list of primary sub-elements of community policing. Please refer to the COPS Office **Community Policing Defined** publication for further information regarding these sub- elements.

Community Partnerships:

Collaborative partnerships between the law enforcement agency and the individuals and organizations they serve to both develop solutions to problems and increase trust in police.

Other Government Agencies
Community Members/Groups
Non-Profits/Service Providers
Private Businesses
Media

Organizational Transformation:

The alignment of organizational management, structure, personnel, and information systems to support community partnerships and proactive problem-solving efforts.

Agency Management

Climate and culture
Leadership
Labor relations
Decision-making
Strategic planning
Policies
Organizational evaluations
Transparency

Organizational Structure

Geographic assignment of officers

Despecialization

Resources and finances

Personnel

Recruitment, hiring and selection

Personnel supervision/evaluations

Training

Information Systems (Technology)

Communication/access to data

Quality and accuracy of data

Problem Solving:

The process of engaging in the proactive and systematic examination of identified problems to develop effective responses that are rigorously evaluated.

Scanning: Identifying and prioritizing problems

Analysis: Analyzing problems

Response: Responding to problems

Assessment: Assessing problem-solving initiatives

Using the Crime Triangle to focus on immediate conditions (Victim/Offender/Location)

Instructions for Current Organizational Commitment to Community Policing:

For each of the following statements, please answer in terms of existing agency policies and practices as they relate to collaborative partnerships and problem-solving activities. (*Check all that apply.*)

41. The agency mission statement, vision, or goals includes references to:
42. The agency strategic plan includes specific goals or objectives relating to:
43. The agency recruitment, selection and hiring processes include elements relating to:
44. Performance evaluations of line officers assess performance in:
45. Line officers receive regular (at least once every two years) training in:
46. Which of the following internal management practices does your agency currently employ? (check all that apply)
47. Which of the following do you count/measure to annually assess your agency's overall performance? (check all that apply)
48. Through which of the following does your agency routinely share information with community members? (check all that apply)
49. Through which of the following ways does your agency formally involve community members in influencing agency practices and operations? (check all that apply)

Instructions for Proposed Community Policing Strategy: Problem Solving and Partnerships

COPS Office awards must be used to initiate or enhance community policing activities with either the newly hired officers funded by this award program or an equivalent number of veteran officers who are redeployed to implement this community policing strategy after hiring the additional entry-level officers with COPS Office award funds. In this section, you will be asked to identify the crime and disorder **problem or a focus area** and the **partners** to be engaged through your requested COPS Office funding. Identifying the specific problem/focus area and partnerships that your agency plans to focus on is important to ensure that you satisfy the requirements for COPS Office funding under this program and to ensure that ultimately the additional award-funded officers (or equivalent number of redeployed veteran officers) will initiate or enhance your agency's capacity to implement community policing strategies and approaches.

Using the following list, select a problem/focus area that will be addressed by the officer(s) requested in this application. Please choose the option that best fits your problem area. **You may only select one problem/focus area** to address through this award funding.

When identifying a problem, it is important to think about the nature of similar incidents that taken together comprise the problem and accordingly **describe it in precise, specific terms** (e.g. “robbery of retail establishments”, rather than just “robbery”). In doing this, it can be helpful to consider all aspects of the problem, including the likely offenders, the suitable targets/victims, and how these come together in time and space.

Additional consideration will be given to applicants who propose a community-based approach to one of the four following problem/ focus areas. Applicants who choose one of the community policing problems or priority focus areas listed here must devote 100% of their funded positions to that focus area and will not be allowed to change their choice once the award has been issued.

- **Building Legitimacy and Trust** – Applicant will deploy officers to partner and engage community stakeholders including residents, businesses, and faith-based organizations to prioritize and collectively strengthen a community’s response to crime and criminal activity, and focus on enhancing and maintaining community trust and legitimacy between law enforcement and the communities they serve – to include building trust in immigrant communities. Efforts could include deploying or redeploying officers to support officer recruitment and retention efforts, with an emphasis on promoting diversity.
- **Violent Crime/Gun Violence** – Applicant will employ community policing strategies to address a range of violent crime problems. Community-based approaches to combatting gun violence that build trust in underserved communities suffering from high incidents of gun crime will receive additional consideration. Applicants requesting additional consideration for gun violence issues will be asked to describe their holistic, community-based approach. Applicants may wish to review the COPS Office web page on [**Community Violence Interventions**](#) for ideas on strategies.
- **Combating Hate and Domestic Extremism** – Applicant will focus on community-based strategies that combat bias-motivated acts of violence that divide our communities, intimidate our most vulnerable citizens, and erode trust in the rule of law.
- **Police-based Response to Persons in Crisis** – Applicant will focus on deploying officers in crisis intervention teams, participating in crisis intervention teams, improving response and interaction with persons in crisis – to include efforts focused on the education, prevention, addiction and interventions related to the abuse of opioids and other substances in communities.

50. Problem/Focus Area

50a. Describe the problem/focus area you have selected in question 50 (i.e. location, severity, type of crime [if applicable], impact of issue on community). [Please limit your response to a maximum of 125 words.]

50b. Please include the number of aggravated assaults with a firearm that occurred in your jurisdiction during the last calendar year (2021).

Please include the number of reported shootings that occurred in your jurisdiction during the last two years (2020 and 2021).

50c. Number of Reported Shootings (2020):

50d. Number of Reported Shootings (2021):

50e. Please also describe how you will address this issue using a holistic, community-based approach that builds trust in underserved communities suffering from high incidents of gun crime. Applicants may review the COPS Office web page on [**Community Violence Interventions**](#) for ideas on strategies. [Please limit your response to a maximum of 250 words.]

COMMUNITY POLICING - PROBLEM AREA NARRATIVE

51. Describe how your agency will use award funds to address the problem/focus area selected in question 50. Describe your approach, including a long-term strategy and detailed implementation plan that reflects consultation with community groups and appropriate private and public agencies. Explain how the grant will be utilized to reorient your law enforcement agency’s mission toward community-oriented policing or enhance its involvement in or commitment to community-oriented policing. [Please limit your response to a maximum of 500 words.]

PERSISTENT POVERTY

Please refer to the U.S. Census Bureau’s, [**Historical County Level Poverty Estimates Tool**](#). This Excel-based tool accesses county-level poverty rates from the 1960-2000 Decennial Census as well as estimates from 2010 based on 5-year data from the ACS. Please enter your county’s poverty rate for 1990, 2000, and 2010. If your agency does not service counties, please enter the state average. All figures must be rounded to the nearest whole percent.

52. Does your law enforcement agency service a county that has had 20 percent or more of its population living in poverty over the past 30 years?

Please enter your county's poverty rate for 1990, 2000, and 2010. If your agency does not service counties, please enter the state average. All figures must be rounded to the nearest whole percent.

52a. Poverty Rate (1990):

52b. Poverty Rate (2000):

52c. Poverty Rate (2010):

POLICE AND YOUTH SUICIDE DATA

53. Does your agency collect data on the number of officer suicides in your agency?

53a. In the past 12 months, how many officer suicides have you recorded in your agency?

54. Does your agency have a suicide prevention training program?

55. Does your agency track officers that have been exposed to 'critical incidents' such as murder, suicide, and domestic violence?

56. Does your community experience high rates of youth suicide (For the purposes of this question, high is defined as 10 suicides per 100,000 residents aged 10-19)?

COMMUNITY-BASED OFFICER HIRE AND RELOCATION

57. Does your law enforcement agency have a written policy that requires new officers/deputies to reside within the jurisdiction they serve?

58. Does your law enforcement agency have a written policy that encourages new or existing officers to relocate to areas characterized by fragmented relationships between police and residents of the community, or where there are high incidents of crime?

58a. Check all that apply:

Other

59. Which of the following information sources did you use to prioritize this problem/focus area as a problem/focus area to address through this award program (check all that apply):

60. If awarded funds, my agency will improve our understanding of this problem/focus area by examining (check all that apply):

61. If awarded funds, my agency will use the following information sources to assess our response to this problem/focus area to determine whether the response was implemented and achieved the desired outcomes (check all that apply):

62. To the best of your ability at this time, please select from the below list what your primary goals are in responding to your selected problem/focus area (select up to 3):

63. An important part of a comprehensive community policing strategy is the formation of partnerships, such as working with other public agencies, private organizations, or participation in regional law enforcement partnerships. If awarded funds, will your agency and the award funded officers (or an equivalent number of redeployed veteran officers) initiate or enhance a partnership with an external group/organization to develop responses to this problem/focus area?

63a. If yes, how many external groups/organizations will your agency initiate or enhance a partnership with to develop responses to this problem/focus area?

Name the most important external groups/organizations that your agency will initiate or enhance a partnership with to develop responses to this problem/focus area (maximum of three partners). Note: you may attach optional letters of this support from any or all of these prospective partners in the section titled Memoranda of Understanding (MOU) and Other Supportive Documents. You will be limited to listing no more than three partners per public safety problem/focus area.

64. Partner Name1:

64a. For this partner, please indicate the statement that best characterizes this partner:

65. Partner Name2:

65a. For this partner, please indicate the statement that best characterizes this partner:

66. Partner Name3:

66a. For this partner, please indicate the statement that best characterizes this partner:

Instructions for Proposed Community Policing Strategy: Organizational Transformation

COPS Office awards must be used to initiate or enhance community policing activities. In this section, you will be asked to identify the organizational change(s) that your agency plans to focus on through your requested COPS Office funding. Identifying the specific organizational change(s) that your agency plans to focus on is important to ensure that you satisfy the requirements for COPS Office funding under this program, and to ensure that ultimately the use of these funds will initiate or enhance your agency's capacity to implement community policing approaches.

If awarded funds, will your agency initiate or enhance any of the following internal changes to personnel management? (Select no more than 2 internal changes to personnel management that will be addressed with these award funds.)

67. Flexibility in officer shift assignments to facilitate addressing specific problems.

67a. Please explain.

68. Assignment of officers to specific neighborhoods or areas for longer periods of time to enhance customer service and facilitate more contact between police and citizens.

68a. Please explain.

69. Recruitment and hiring practices that reflect an orientation towards problem solving and community engagement.

69a. Please explain.

70. In-service training for officers on basic and advanced community policing principles.

70a. Please explain.

71. Field training officer (FTO) programs that teach and test problem solving, community engagement, and critical thinking skills.

71a. Please explain.

72. Measure and include non-enforcement proactive community engagement efforts as part of officer performance evaluations.

72a. Please explain.

73. Provide de-escalation training to sworn personnel and promote de-escalation as an important strategy to diffuse potentially volatile situations.

73a. Please explain.

74. Early intervention systems that help identify officers who may be showing early signs of stress, personal problems, and questionable work conduct.

74a. Please explain.

75. Career development and/or promotional processes (i.e. sergeant exams) that reinforce problem solving and community engagement.

75a. Please explain.

76. Implement specific programs to improve the safety and wellness of personnel throughout your organization. 76a. Please explain.

77. None of the above.

If awarded funds, will your agency initiate or enhance any of the following internal changes to agency management? (Select up to 2 internal changes to agency management that will be addressed with these award funds.)

78. Agency strategic plan that outlines the goals and objectives around community policing and other departmental priorities.

78a. Please explain.

78b. If awarded funds, in addition to the internal changes proposed above, will your agency initiate or enhance screening and counseling programs to identify and prevent the radicalization of applicants and personnel who endorse violent and hateful extremist movements?

78c. If Yes, please explain.

79. Organizational performance measurement systems that include community policing metrics, and conduct annual assessments of agency performance.

79a. Please explain.

80. Technology systems that provide officers, analysts, and the community better and more timely access to data and information.

80a. Please explain.

81. Mediation strategies to resolve citizen complaints.

81a. Please explain.

82. Collection, analysis, and use of crime data and information in support of problem-solving goals.

82a. Please explain.

83. Formal accreditation process.

83a. Please explain.

84. System to capture and track problem solving and partnership efforts and activities.

84a. Please explain.

85. An organizational assessment of community policing.

85a. Please explain.

86. None of the above.

87. Did your agency consult with any of the following groups/organizations on the development of this community policing strategy? (check all that apply)

88. To what extent are there related governmental and/or community initiatives that complement your agency's proposed community policing strategy?

89. To what extent is there community support in your jurisdiction for implementing the proposed community policing strategy?

90. If awarded funds, to what extent will the community policing strategy impact the other components of the criminal justice system in your jurisdiction?

NEED FOR FEDERAL ASSISTANCE

91. All applicants are required to explain their inability to address the need for this award without federal assistance. Please do so in the space below. [Please limit your response to a maximum of 500 words.]

DUPLICATION OF FUNDING

Instructions:

Applicants are required to disclose whether they have pending applications for federally funded assistance or active federal awards that support the same or similar activities or services for which funding is being requested under this application.

Be advised that as a general rule, COPS Office funding may not be used for the same item or service funded through another funding source. However, leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate. To aid the COPS Office in the prevention of awarding potentially duplicative funding, please indicate whether your agency has a pending application or an active award with any other federal funding source (e.g., direct federal funding or indirect federal funding through state sub-awarded federal funds) which supports the same or similar activities or services as being proposed in this COPS Office application.

92. Do you have any current, active non-COPS Office award with any other federal funding source (e.g., direct federal funding or indirect federal funding through state subawarded federal funds) that supports the same or similar activities or services as being proposed in this COPS Office application?

92a. If Yes, for each potentially duplicative non-COPS Office award, provide the following detailed information: name of federal awarding agency, or state agency for subawarded federal funding; award number; program name; award start and end dates; award amount; and description of how this project differs from the application for COPS office funding.

92b. Do you have any pending non-COPS Office grant applications with any other federal funding source (e.g., direct federal funding or indirect federal funding through state subawarded federal funds) that support the same or similar activities or services as being proposed in this COPS Office application?

92c. If Yes, for each potentially duplicative non-COPS Office grant application, provide the following detailed information: application number (if known); program name; project length; total requested amount; items requested; and describe how this project differs from the application for COPS Office funding.

FISCAL HEALTH AND UCR DATA

Instructions:

Enter your law enforcement agency's total operating budget for the current AND the previous fiscal year. The operating budget generally includes salaries as well as operations. *Please note: All figures must be rounded to the nearest whole dollar.*

93a. CURRENT FISCAL YEAR (2021):

93b. PREVIOUS FISCAL YEAR (2020):

Instructions:

The U.S. Census Bureau American Community Survey (ACS) provides multi-year poverty rate estimates for communities. Please go to the U.S. Census Bureau (<https://data.census.gov/cedsci/>) to determine the percentage of individuals in poverty in your jurisdiction. For jurisdictions not included in the census (e.g., schools, universities, transit, parks), please check the box for "Not Applicable." *Please note: All figures must be rounded to the nearest whole percent.*

93. Percentage of Individuals in Poverty 94a. Not Applicable

Instructions:

The Bureau of Labor Statistics' Local Area Unemployment Statistics (LAUS) program provides monthly estimates of unemployment for communities. Please go to the Bureau of Labor Statistics' LAUS website (<http://www.bls.gov/lau/data.htm>) to find detailed instructions for looking up your local area's unemployment rate. It may be necessary to select the nearest best match to your jurisdiction (for example, a city of fewer than 25,000 people may report their county level rate). For jurisdictions not included in the census (e.g., schools, universities, transit, parks), please check the box for "Not Applicable". *Please note: All figures must be rounded to the nearest whole percent.*

94. Percentage (%) unemployed for for October 2021:

95a. Not Applicable.

95. Since January 1, 2022, has your agency taken on additional law enforcement duties and responsibilities resulting from an agency merger or the disbanding of a neighboring law enforcement agency (which did not result in a new or supplemented funded contract to provide these law enforcement services)?

Instructions:

In addition to the data collected elsewhere in this application, the COPS Office would like to capture information from jurisdictions that may have faced an unanticipated catastrophic event that had a significant impact on the delivery of law enforcement services or have experienced an unusually large increase in the number of homicides in the past year. Examples of unanticipated catastrophic events includes mass shootings, terrorist attacks, natural disasters, or other events leading to mass casualties that would not necessarily be reflected in the UCR crime statistics previously reported.

Please note that if your jurisdiction is faced with an unanticipated catastrophic event (e.g., mass shooting, terrorist attack, other mass casualty event) after submission of this application, but before the application closing date, you should contact the COPS Office immediately at 800-421-6770 to update your application to include this information.

96. If your agency experienced a major disaster or catastrophic event in the time period from January 1, 2021 to present, check this box.

- Description of event (including number of casualties)
- Type of event (major disaster, mass shooting, bombing, etc.)
- Impact of the event on delivery of law enforcement services
- Duration of the event (how long will law enforcement services be impacted by the event until recovery)
- Law enforcement response and recovery efforts

97a. Please specify: (Please limit your response to a maximum of 125 words)

Instructions:

Using UCR crime definitions, enter the actual number of incidents reported to your agency in the previous two calendar years (2021 and 2020) for the following crime types. Note that only those incidents for which your agency had primary response authority should be provided. Please enter 0 (zero) to indicate no incidents in a particular year/type. Do not enter N/A if no incidents were reported -- enter 0 (zero). Do not enter N/A if data is not available -- enter an estimate based on historical data.

98. Criminal Homicide (2021):

99. Criminal Homicide (2020):

100. Forcible Rape (2021):

- 101. Forcible Rape (2020):
- 102. Robbery (2021):
- 103. Robbery (2020):
- 104. Burglary (2021):
- 105. Burglary (2020):
- 106. Aggravated Assault (2021):
- 107. Aggravated Assault (2020):
- 108. Motor Vehicle Theft (2021):
- 109. Motor Vehicle Theft (2020):
- 110. Larceny (except motor vehicle theft) (2021):
- 111. Larceny (except motor vehicle theft) (2020):
- 112. If awarded funds, will your agency commit to regularly collecting, analyzing, and reporting incidents of hate crimes to the FBI as part of their annual Uniform Crime Reporting?

Instructions:

Agency Profile Questions (these questions are for informational purposes only and will not be scored).

- 113. Does your agency have a wellness policy or program for officers?
- 113a. If yes, which groups does it cover: (check all that apply)
- 114. Does your agency report crime data to the National Incident-Based Reporting System (NIBRS)?
- 115. Does your agency utilize the National Integrated Ballistic Information Network (NIBIN)?
- 116. Does your agency have a dedicated or specific investigator to investigate reported hate crimes, or a unit dedicated to investigating bias-motivated incidents/hate crimes?

CONTINUATION OF PROJECT AFTER FEDERAL FUNDING ENDS

Instructions for the Continuation of Project after Federal Funding Ends:

Applicants must plan to retain all sworn officer positions awarded under your COPS Office hiring award for a minimum of 12 months at the conclusion of 36 months of federal funding for each position. The retained COPS Office-funded positions should be added to your agency's law enforcement budget with state and/or local funds at the end of award funding, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the award. These additional position(s) must be retained using state, local, or other nonfederal funding only. The retention period may begin during the five-year period of performance of the award and may extend beyond the end date of the award. You may not use funds awarded by other federal awards to cover the costs of retention. At the time of award application, applicants must affirm that they plan to retain the positions and identify the planned source(s) of retention funding. We understand that your agency's source(s) of retention funding may change during the life of the award. Your agency should maintain proper documentation of any changes in the event of an audit, monitoring or other evaluation of your award compliance. Please refer to the frequently asked questions on retention which can be found here <https://cops.usdoj.gov/chp>.

Note: Agencies that do not plan to retain all the positions awarded under this award are ineligible to receive CHP funding.

- 117. Will your agency plan to retain any additional positions awarded under this award for a minimum of 12 months at the conclusion of federal funding for each position?
- 117a. Please identify the source(s) of funding that your agency plans to utilize to cover the costs of retention: (check all that apply)
- 117b. If other, please provide a brief description of the source(s) of funding. (Please limit your response to a maximum of 125 words)
- 118. If your agency received CHP funding prior to October 1, 2018, please certify that your agency has or is retaining any CHP-funded officers for the required 12 month retention period.

OFFICIAL PARTNER(S) CONTACT INFORMATION

Instructions:

An official “partner” under the award may be a governmental, private, school district, or other applicable entity that has established a legal, contractual, or other agreement with the applicant for the purpose of supporting and working together for mutual benefits of the award.

Partner 1

- 119a. Title:
- 119b. First Name:
- 119c. Last Name:
- 119d. Name of Partner Agency (e.g., Smithville Community Center):
- 119e. Type of Partner Agency (e.g., School District):
- 119f. Street1:
- 119g. Street2:
- 119h. City:
- 119i. State:
- 119j. Zip/Postal Code:
- 119k. Phone:
- 119l. Email Address:

Partner 2

- 120a. Title:
- 120b. First Name:
- 120c. Last Name:
- 120d. Name of Partner Agency (e.g., Smithville Community Center):
- 120e. Type of Partner Agency (e.g., School District):
- 120f. Street1:
- 120g. Street2:
- 120h. City:
- 120i. State:
- 120j. Zip/Postal Code:
- 120k. Phone:
- 120l. Email Address:

Partner 3

- 121a. Title:
- 121b. First Name:
- 121c. Last Name:
- 121d. Name of Partner Agency (e.g., Smithville Community Center):
- 121e. Type of Partner Agency (e.g., School District):
- 121f. Street1:
- 121g. Street2:
- 121h. City:

121i. State:

121j. Zip/Postal Code:

121k. Phone:

121l. Email Address:

28 CFR PART 23 (CRIMINAL INTELLIGENCE)

REVIEWS AND CERTIFICATIONS

Certification of Review of 28 C.F.R. Part 23/Criminal Intelligence Systems:

Please review the Application Resource Guide for additional information.

122. Please check one of the following, as applicable to your agency's intended use of this award:

CERTIFICATION OF REVIEW AND REPRESENTATION

123. By checking the box, the applicant indicates he or she understands that the signatures of the Law Enforcement Executive / Agency Executive, Government Executive / Financial Official, and the Person Submitting this Application on the Reviews and Certifications represent to the COPS Office that: 1. the applicant will comply with all legal, administrative, and programmatic requirements that govern the applicant for acceptance and use of federal funds as outlined in the applicable COPS Office Grant Application Guide, the COPS Office award owner's manual, the DOJ Financial Guide, Assurances, Certifications and all other applicable program regulations, laws, orders, and circulars; 2. the applicant understands that as a general rule COPS Office funding may not be used for the same item or service funded through another funding source? and 3. the applicant and any required or identified official partner(s) listed in this application mutually agreed to this partnership prior to submission.

ACKNOWLEDGEMENT OF ELECTRONIC SIGNATURE

124. By checking the box, the applicant indicates that he or she understands that the use of typed names in this application and the required forms, including the Assurances, Certifications, and Disclosure of Lobbying Activities form, constitute electronic signatures and that the electronic signatures are the legal equivalent of handwritten signatures. I understand.



Agenda Item Summary

MEETING DATE: May 31, 2022

SUBJECT: Annual Comprehensive Fee Schedule
Resolution No. 42-R-2022 – Adopting Comprehensive Municipal Fee Schedule

PRESENTED BY: Mary Strutt, Town Clerk / Treasurer

SUMMARY

Annually the Board of Trustees reviews and readopts the Town's Comprehensive Fee Schedule ("Fee Schedule"). The Fee Schedule is a compilation of all fees from all departments. It is available at Town Hall and is posted to the website for access by the citizens of Mead and users of any facilities. It is written in an easy to review format with a table of contents for reference. The Fee Schedule refers to the *Mead Municipal Code* where appropriate. The Fee Schedule is meant to be reviewed and updated annually with an effective date of June 1.

Below is a list of changes to the Fee Schedule for 2022:

- Police Records Fees (Updated by Resolution No. 08-R-2022 effective February 1, 2022)
- Mead Municipal Court Fine and Fee Schedule (Updated by order of Mead Municipal Court effective November 18, 2021)
- Land Use and Development Fee Schedule – add public hearing signage fees
- Development Impact Fees (Updated by Ordinance No. 975 effective January 1, 2022)
- Sewer Tap and Plant Investment Fees and Sewer User Fees (Updated by Resolution No. 11-R-2022 effective March 1, 2022)

FINANCIAL CONSIDERATIONS

There is no cost involved in adopting the updated Fee Schedule. Any increase in fees has been previously adopted by the Board of Trustees.

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the May 31, 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. 42-R-2022, A Resolution of the Town of Mead, Colorado, Adopting a Comprehensive Fee Schedule.”

ATTACHMENTS

Resolution No. 42-R-2022
Comprehensive Fee Schedule June 1, 2022

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 42-R-2022**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, ADOPTING A
COMPREHENSIVE FEE SCHEDULE**

WHEREAS, the Town of Mead (“Town”) is authorized under Article 15 of Title 31 of the Colorado Revised Statutes to exercise general police and financial powers; and

WHEREAS, such powers include but are not limited to the ability to impose and collect fees for the processing of licenses and applications, the performance of other administrative services, and collection of fines and fees for violations of the *Mead Municipal Code* (“MMC”); and

WHEREAS, the Board of Trustees previously adopted Ordinance No. 941 which added Article VIII of Chapter 1 (titled “Fees and Charges”) to the MMC, and authorizes the Town to establish fees, charges and assessments for permits, licenses and services to cover the reasonable costs and expenses incurred by the Town in administering Town programs, and to include such fees and charges in a Comprehensive Fee Schedule; and

WHEREAS, Sec. 1-8-20 of the MMC authorizes the Board of Trustees to amend the Comprehensive Fee Schedule by resolution; and

WHEREAS, the Board of Trustees desires to amend the Town’s Comprehensive Fee Schedule (“Fee Schedule”) in order to incorporate certain changes in the Fee Schedule, including but not limited to:

- Police Records Fees (Updated by Resolution No. 08-R-2022 effective February 1, 2022)
- Mead Municipal Court Fine and Fee Schedule (Updated by order of Mead Municipal Court effective November 18, 2021)
- Land Use and Development Fee Schedule – add public hearing signage fees
- Development Impact Fees (Updated by Ordinance No. 975 effective January 1, 2022)
- Sewer Tap and Plant Investment Fees and Sewer User Fees (Updated by Resolution No. 11-R-2022 effective March 1, 2022)

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

WHEREAS, the Board of Trustees desires to make the Fee Schedule attached to this Resolution effective on June 1, 2022.

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

Section 1. Revised Comprehensive Fee Schedule Adopted. The Board of Trustees

hereby: (a) adopts the Fee Schedule attached hereto as **Exhibit 1**; and (b) directs Town staff to take all steps necessary to implement the Fee Schedule effective as of the effective date set forth in Section 2 of this Resolution.

Section 2. Effective Date. This Resolution shall become effective on **June 1, 2022**. The Town Clerk shall cause a copy of the Fee Schedule to be uploaded to the Town's website and a copy shall be made available for public inspection in the office of the Town Clerk.

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 31st DAY OF MAY, 2022.

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen G. Whitlow, Mayor

EXHIBIT 1

COMPREHENSIVE FEE SCHEDULE
(effective June 1, 2022)



Comprehensive Fee Schedule

June 1, 2022

General Administrative	Page 2
Parks and Facilities Reservations	Page 4
Police Department Administrative	Page 5
Municipal Court	Page 6
Liquor Licensing	Page 8
Metropolitan Districts	Page 10
Land Use and Development	Page 11
Engineering and Construction Management	Page 13
Development Impact Fees	Page 15
Building Permit Fees	Page 16
Sewer Tap and Plant Investment Fee	Page 20
Sewer User Rates	Page 21
Industrial Discharge Permit and Surcharge	Page 23

GENERAL ADMINISTRATIVE FEE SCHEDULE

	Fee
Animal Impound (<i>see MMC § 7-6-340</i>)	
Impound Fee	\$190.00
Impound Fee – daily feeding/maintenance (daily fee is in addition to above impound fee)	\$30.00 / day
Animal Special Use Permit (<i>see MMC § 7-6-40</i>)	\$50.00
Animal Special Use Permit – chicken hens (<i>see MMC § 7-6-45</i>)	\$25.00
Business License (annual) (<i>see MMC § 6-1-40</i>)	\$30.00
Business License – General Business (<i>see MMC § 6-2-10</i>)	\$30.00
Business License – Refuse Hauler (<i>see MMC § 6-2-110</i>)	\$30.00
Business License – Sexually Oriented Businesses (<i>see MMC § 6-2-120</i>)	\$30.00
Business License – Medical Marijuana Caregiver (<i>see MMC § 6-2-130</i>)	\$30.00
Business License Late Fee – per month (<i>see MMC § 6-1-40</i>)	\$30.00
Fiber-Optic Cable Annual License (<i>see MMC § 6-4-30</i>)	\$500.00
Franchise Agreement – Deposit (<i>see MMC § 5-2-40</i> and <i>5-2-60</i>)	
Application Fee	\$1000.00
Deposit	\$750.00
Hunting Permit (<i>see MMC § 10-10-20</i>)	\$20.00
Insufficient Funds / Returned Check Fee	\$35.00 or actual cost
Mead Municipal Code Book (<i>see MMC § 1-3-110</i>)	Actual Cost
Mead Municipal Code Violation - General Penalty (<i>see MMC § 1-4-20</i>)	Up to \$1000
Medical Marijuana Primary Caregiver Background (<i>see MMC § 6-2-130</i>)	Actual up to \$250.00
Open Records (CORA) Requests	
Research/Retrieval Services	\$0.00 for the first hour, \$33.58 / hour thereafter, pro-rated in 15 minute increments
Black & White Copies	\$0.25 per page (up to 11"x17")
Color Copies	\$1.00 per page (up to 11"x17")
Certified Copies	\$1.00 additional per document
Electronic Copies (if available)	\$0.00 per page
Large Format Copies – printed or electronic	Actual Cost
Black & White Maps	Actual Cost
Mylars	Actual Cost
Photographic Reproductions	Actual Cost
Audio Tapes	Actual Cost
Diskettes / USB	Actual Cost
Electronic Retrieval	Actual Cost

Overnight Camping Refundable Cleanup Fee <i>(see MMC § 11-3-30)</i>	\$50.00
Parking Permit – Recreational Vehicles <i>(see MMC § 8-6-120)</i>	\$0
Pet License	
License – spayed or neutered (annual) <i>(see MMC § 7-6-220)</i>	\$5.00
License – unaltered (annual) <i>(see MMC § 7-6-220)</i>	\$10.00
Lost / Replacement Tag <i>(see MMC § 7-6-250)</i>	\$1.00
Solicitor / Peddler Permit <i>(see MMC § 6-5-50)</i>	
Application Fee (annual)	\$75.00
Bond / Deposit	\$1000.00
Renewal Fee (annual) <i>(see MMC § 6-5-140)</i>	\$25.00
Taxes	
Lodging Tax (per day) <i>(see MMC § 4-7-30)</i>	\$2.00
Lodging Tax-late penalties <i>(see MMC § 4-7-100)</i>	Greater of 10% or \$10.00
Property Tax	11.522 mills
Sales & Use Tax <i>(see MMC § 4-4-40)</i>	2.0%
Telephone Utility Occupation and Business Tax <i>(see MMC § 5-5-20)</i>	\$150.00/month

PARKS AND FACILITIES RESERVATION FEE SCHEDULE*(see MMC § 11-3-10)*

	Resident (Per 4 hours)	Non-Resident (Per 4 hours)	Non-Profit (Per Hour)	Deposit
Town Hall Community Room				
4 hours	\$200	\$300	\$35	\$200
Additional hour	\$50	\$75	\$35	
Use of kitchen	\$50	\$75		\$100
Park Shelter Reservation				
Town Park Gazebo	\$60	\$90	\$0	\$100
Town Park BBQ	\$60	\$90	\$0	\$100
Town-Park Horseshoe Pit	\$60	\$90	\$0	\$100
Town Park – NW Corner	\$60	\$90	\$0	\$100
Ames Park Shelter – 1 - North	\$15	\$25	\$0	\$50
Ames Park Shelter – 2 - Middle	\$15	\$25	\$0	\$50
Ames Park Shelter – 3 - South	\$15	\$25	\$0	\$50
Mead Ponds	\$15	\$25	\$0	\$50
Founders Park Shelter	\$15	\$25	\$0	\$50
Liberty Ranch Shelter	\$15	\$25	\$0	\$50
Margil Farms Gazebo	\$15	\$25	\$0	\$50
North Creek Shelter	\$15	\$25	\$0	\$50
Additional hour	\$15	\$25		
Athletic Field Reservation				
Founders Park	\$60	\$90	\$30	\$100
East Side Field	\$30	\$45	\$15	\$50
West Side Field	\$30	\$45	\$15	\$50
Liberty Ranch T-Ball Field	\$40	\$60	\$20	\$50
Ames Park	\$60	\$90	\$15	\$100
Extras				
Electrical in Park	\$25	\$25	\$25	
Water in Park	Depends on usage			
Horseshoe Rental ¹	\$10	\$10	\$10	+ID hold
Field Prep/Paint Fee ²	\$45 (min)	\$45 (min)	\$45	

* Reservation fee will be increased by 50% on all Town observed holidays. Holiday reservation limited to 4 hours without prior approval of the Town Manager.

*Nonprofit groups may be granted a waiver of fees of up to 6 hours per month. However, building attendant fee will apply on Town observed holidays.

* Town sponsored or hosted functions are exempt from these fees.

¹ Horseshoe rental requires the deposit and leaving a driver's license (or other acceptable form of ID). Upon return of the horseshoes, the ID will be returned.

²Field Preparation / Paint Fee is the actual cost, with a \$45 minimum.

MEAD POLICE DEPARTMENT ADMINISTRATIVE FEE SCHEDULE

	Fee
Research, Retrieval, Compilation & Redaction of Records (non-video)*	\$30/hour (first hour waived)
Reports	\$7.50 (up to 10 pages) \$0.25 per additional page
Reports (provided electronically)	\$7.50
Video, Audio, Photo (1 CD or DVD included)	\$25.00 per CD plus \$30 for each hour of review / copying / handling
Sex Offender Registration	\$75 new, \$25 annual or quarterly
VIN Checks	\$20.00 (non-residents)
Certified Copies	\$1.00 per page
Video Redaction Fee	\$160 to \$320 per hour of video (actual cost to Town)*
Additional Cost for Media (CD, DVD, USB Drive)	Costs vary depending on storage required.
Postage	If records are not picked up, actual postage cost will apply

* Police records fees updated by Resolution No 08-R-2022 effective February 1, 2022

MEAD MUNICIPAL COURT FINE AND FEE SCHEDULE

ALL FINES AND FEES SET FORTH IN THIS SCHEDULE ARE SUBJECT TO THE DISCRETION OF THE MUNICIPAL COURT JUDGE EXCEPT AS DICTATED BY STATE STATUTE.

*MMC = Mead Municipal Code

*MTC = Model Traffic Code

Fines for Traffic Violations 4 Points and Under (may be modified at Court's discretion)	
1 st violation within 2 years	\$30.00 per point
2 nd violation within 2 years	\$35.00 per point
2 nd violation within 1 year	\$40.00 per point
3 rd violation within 2 years	\$45.00 per point
No proof of insurance	Set by state statute
No proof of insurance charge dismissal	\$25.00 administrative fee
All violation fines will have an added \$50.00 in court costs when paid prior to arraignments.	
*Fines for violations 6 points and above are set by the Municipal Judge.	

Court Costs and Miscellaneous Code Violations (may be modified at Court's discretion)	
Parking	\$50.00 *
Court Costs (at arraignments)	\$0.00 to \$100.00
Court Costs (court trials – MMC § 2-5-190)	\$0.00 to \$100.00
Court Costs (jury trials – MMC § 2-5-190)	\$0.00 to \$100.00
Court Costs (security fee – MMC § 2-5-270)	N/A*
Failure to appear	\$75.00
Deferred Sentence	\$100.00*
Deferred Prosecution	\$75.00
Bad Check Charge	\$20.00
Handicap	\$100.00
Contempt (*from MMC § 2-5-100)	\$0.00 to \$100.00
Witness fee (per witness) upon conviction after trial or hearing (from MMC §§ 2-5-270, 4-7-140)	\$5.00
Default judgment fee (*from MMC § 2-5-270)	\$30.00
Outstanding judgment warrant (*from MMC § 2-5-270)	\$30.00
Warrant fee (*from MMC § 2-5-270)	\$75.00
Underage possession/consumption of alcohol (MMC § 10-11-50)	Up to \$500.00
Curfew (MMC § 10-12-30)	\$10.00 to \$100.00

* Effective November 18, 2021 by order of Mead Municipal Court

Traffic Code Violations <i>(may be modified at Court's discretion)</i>	
MTC Sec. 116 (restrictions on minor drivers) (see MMC § 8-1-30(1))	First Offense – Up to \$100.00 Second Offense – Up to \$200.00 Third or Subsequent Offenses – Up to \$300.00
MTC Sec. 1406 (foreign matter on highway) (see MMC § 8-1-30(13))	\$500.00
MTC Sec. 1701 (traffic infractions) (*from MMC § 8-1-30(16); see also MMC § 8-1-50)	Class A - \$25.00 to \$500.00 Class B - \$25.00 to \$500.00
MTC Sec. 1701 (misdemeanor traffic infractions) (*from MMC § 8-1-30(16))	Class 1: Minimum - \$50.00/10 days imprisonment/both Maximum - \$1,000.00/364 days imprisonment/both Class 2: Minimum - \$50.00/10 days imprisonment/both Maximum - \$500.00/90 days imprisonment/both
Conviction, judgment, guilty plea, admission of liability for traffic infraction violation (*from MMC § 8-1-50)	\$10.00 to \$500.00, exclusive of costs and surcharges
Safety belt (see MMC § 8-4-10)	\$50.00
Child restraints (see MMC § 8-4-20)	Up to \$50.00
Civil traffic infractions MMC Ch. 8, Art. V (see MMC § 8-5-170)	Class A - \$25.00 to \$500.00 Class B - \$25.00 to \$500.00
Non-civil traffic infractions MMC Ch. 8, Art. V (see MMC § 8-5-170)	Class 1: Minimum - \$50.00/10 days imprisonment/both Maximum - \$1,000.00/364 days imprisonment/both Class 2: Minimum - \$50.00/10 days imprisonment/both Maximum - \$500.00/90 days imprisonment/both
ATV/snowmobile on public right-of-way (MMC § 8-6-140)	First infraction – Up to \$50.00 Subsequent infractions – Up to \$500.00
Golf cars on public right-of-way (MMC § 8-6-150)	First infraction – Up to \$50.00 Subsequent infractions – Up to \$500.00

TOWN OF MEAD LIQUOR FEE SCHEDULE*(see MMC Chapter 6, Article 3)***Application Fees**

	Fee
Application fee for any new license (with or without concurrent review)	\$1000.00
Application fee – transfer of Ownership	\$ 750.00
Application Fee Additional Liquor Licensed Drugstore (with or without concurrent review)	\$1000.00
Application late renewal fee (less than 90 days after expiration date)	\$ 500.00
Application reissue fee (more than 90 days, but less than 180 days after expiration)	\$500.00 plus \$25.00 per day fine for each day beyond 90 days after expiration
Annual renewal application fee	\$ 100.00
Annual art gallery fee	\$ 100.00

Local Retail License Fees

(in addition to application fee above and related additional fees)

	Fee
Art	\$ 41.25
Beer & Wine	\$ 48.75
Brew Pub	\$ 75.00
Club	\$ 41.25
Distillery Pub	\$ 75.00
Hotel & Restaurant	\$ 75.00
H & R with one or more optional premises	\$ 75.00
Resort Complex	\$ 75.00
Campus Liquor Complex	\$ 75.00
Related Facility – Resort Complex	\$ 15.00
Related Facility – Campus Liquor Complex	\$ 15.00
Liquor-Licensed Drug Store	\$ 22.50
Lodging & Entertainment	\$ 75.00
Optional Premises	\$ 75.00
Racetrack	\$ 75.00
Retail Gaming Tavern	\$ 75.00
Retail Liquor Store	\$ 22.50
Tavern	\$ 75.00
Vintner's Restaurant	\$ 75.00
Fermented Malt Beverage On Premises	\$ 3.75
Fermented Malt Beverage Off Premises	\$ 3.75
Fermented Malt Beverage On/Off Premises	\$ 3.75

Other Permits

	Fee
Art Gallery Permit	\$ 103.75
Bed & Breakfast Permit	\$ 103.75
Each Resort-Complex-Related Facility Permit	\$ 15.00
Mini Bar Permit with Hotel Restaurant License	\$ 48.75
Special Event Permits	
Malt, Vinous and Spirituous Liquor	\$ 50.00
Fermented Malt Beverage	\$ 50.00
Tasting Permit	\$ 125.00
Temporary Permit (for transfers)	\$ 100.00

Additional Fees

(in addition to the application fee and license/permit fee)

	Fee
Background investigation (per CRS 44-3-505(5))	\$ 100.00
Change of Location	\$ 750.00
Change of Trade Name/Corporate Name	No local fee
Corporate/ LLC Change (per person)	\$ 100.00
Fingerprinting	Set by CBI
Manager Registration (H&R; Tavern; L&E; Campus Liquor Complex)	\$ 75.00
Master File	No local fee
Modification of Premises	No local fee

METROPOLITAN DISTRICT FEE SCHEDULE
(see MMC Chapter 12)

Application(s)	Nonrefundable Application Fees¹	Deposit for Review Fees²
Proposed Metropolitan District	\$ 2,500.00	\$ 2,500.00
Service Plan Amendment	\$ 1,500.00	\$ 2,500.00

¹The Application Fee is per metropolitan district and/or service plan submittal. In the event that multiple districts are proposed in one consolidated service plan, the Application Fee is per district.

² Each applicant is required to enter into a consultant reimbursement agreement and submit the Deposit for Review Fees for each proposed service plan or amendment with one deposit paid for one submittal, a second deposit is due for 2+ submittals (reference Sec. 12-2-10(c) of the MMC).

LAND USE AND DEVELOPMENT FEE SCHEDULE

(see MMC § 16-1-110)

Application(s)	Nonrefundable Application Fees		Application Deposits¹
Land Use Code Text Amendment		\$250	\$2,500
Zoning Map Amendment	One zoning district change	\$750	\$5,000
	More than one zoning district change	\$1,000	
Comprehensive Plan Amendment		\$500	\$2,500
Annexation, Zoning, Concept Plan and Annexation Agreement	Up to 1 acre	\$750	\$5,000
	1 to 10 acres	\$1,500	
	More than 10 acres	\$2,500	
Amendments to Annexation and Subdivision Improvement Agreements	Amendment to one section of the Agreement	\$500	\$2,500
	Amendment to each additional section	\$100	
Disconnection of Property from Town		\$500	\$5,000
Pre-Application Review Planning and/or Engineering (minor)		\$500	N/A
Pre-Application Review Planning and/or Engineering (major)		\$1,500	N/A
Sketch Plan		\$750	\$5,000
Public Hearing Posting of Property		\$200	N/A
Public Hearing Signage Removal		\$200	N/A
Preliminary Plat	Up to 10 lots	\$750	\$10,000
	Up to 100 lots	\$1,500	
	More than 100 lots	\$2,500	
Final Plat and Subdivision Improvement Agreement (SIA)	Up to 10 lots	\$500	\$10,000
	Up to 100 lots	\$750	
	More than 100 lots	\$1,000	
Re-Subdivision (Re-Plat)	Up to 10 lots	\$500	\$5,000
	Up to 100 lots	\$750	
	More than 100 lots	\$1,000	
Minor Subdivision Plat – Less than 10 acres; less than 6 lots		\$500	\$5,000
Administrative Plat		\$500	\$1,500
Site Plan and Site Plan Agreement (SPA)	Up to 25,000 sq ft	\$500	\$5,000
	More than 25,000 sq ft	\$1,000	
Conditional Use Permit		\$500	\$5,000
Temporary Use Permit		\$250	\$500
Temporary Use Permit Mobile Retail Food Establishment		\$50	\$0

Sign Permit		\$250	\$500
Vacation of Right-of-Way or Easement	For one easement or ROW vacation request	\$250	\$2,500
	For each additional easement or ROW vacation request	\$100	
Wireless Telecommunication Services		\$500	\$5,000
Home Occupation Permit		\$50	\$100
Appeal of Administrative Decision		\$500	\$1,500
Zoning Compliance Letter Without Land Use Application		\$100	
Written Interpretation of Code Provision		\$200	
Variance Application	Residential	\$250	\$3,500
	Nonresidential	\$750	
Waiver Application	Residential	\$250	\$3,500
	Nonresidential	\$750	

¹ For deposits, applicant is required to enter into a consultant reimbursement agreement and submit the application deposit fee in addition to the nonrefundable application fee.

ENGINEERING / CONSTRUCTION MANAGEMENT FEE SCHEDULE

Application(s)	Nonrefundable Application Fees		Application Deposits¹
Grading Permit	Less than 4.99 acres	\$250	
	5 to 9.99 acres	\$500	
	10 to 39.99 acres	\$750	
	40 acres and over	\$750 + \$15 per acre	
Excavate / Obstruction Permit (<i>see MMC § 1-2-70</i>)			
Base Fee		\$50	
Road Cut Service Fee		Actual Cost	
Inspection Fee		Actual Cost	
Culvert or Driveway Permit		\$250	
Street / Subdivision		\$500	
Right-of-Way Permit		\$50	
Oil and Gas Special Use Permit	Per well	\$3,000	
Oil and Gas Activity		\$2,500	\$5,000
Flood Plain Development Permit		\$500	\$2,500

¹ For deposits, applicant is required to enter into a consultant reimbursement agreement and submit the application deposit fee in addition to the nonrefundable application fee.

Oversize / Overweight Vehicle Permits (<i>see MMC § 8-1-30(4)(11)</i>)			
Oversize vehicle ¹	Width - over 17' (204") Height - over 14'6" Length - over 45' (single unit) - over 75' (combination)	Trip \$15.00	Annual \$250.00
Overweight wheel/axle ²	Wheel - solid rubber or cushion tire - over 8,000 lbs. Wheel - pneumatic tire - over 8,000 lbs. Wheel - steel - over 500 lbs./inch of width Single axle - solid rubber or cushion tire - over 16,000 lbs. Single axle - pneumatic tire - over 20,000 lbs. Tandem axle - pneumatic tire - over 40,000 lbs.	Trip \$15.00 + \$5.00 per axle. Oversized Permit included in the fee	Annual \$400.00 Oversized Permit included in the fee

Overweight vehicle ³	2 axles - over 36,000 lbs. 3 axles - over 54,000 lbs. 4 axles - over 80,000 lbs. 5 axles - over 85,000 lbs.	Trip \$15.00 + \$5.00 per axle Oversized Permit included in the fee	Annual \$400.00 Oversized Permit included in the fee
Special transport permit - over 17' wide, or weight exceeding 200,000 lbs.		Trip \$125.00	
Drill Rig Move		\$1,000.00	

¹ Exceptions to width, height and length limit as provided by Sections 42-4-502 through 42-4-506, C.R.S.

² Exceptions to wheel and axle loads as provided by Section 42-4-507, C.R.S.

³ Exceptions to weight limit as provided by Section 42-4-507 through 42-4-508, C.R.S."

DEVELOPMENT IMPACT FEES SCHEDULE*(see MMC Chapter 4, Article VI)*

Development Type	Municipal Facilities	Police	Parks and Open Space	Storm Drainage and Streets	Total Fee
Single Family	\$ 4,568	\$521	\$2,818	Single Family- (detached) \$6,321 Single Family (attached)- \$4,974	Single Family- (detached) \$14,228 Single Family (attached)- \$12,881
Multi-Family	\$2,323	\$264	\$1,434	\$4,343	\$8,364
General Retail/ Commercial	\$1,122	\$205		General Retail/ Commercial- \$4,116 RV Park (per stall/site/pad)- \$3,275 Lodging (per room): \$1,149	General Retail/ Commercial- \$5,443 RV Park- \$4,602 Lodging- \$2,476
Office & Institutional	\$1,425	\$260		\$2,986	\$4,671
Industrial	\$557	\$101		\$1,662	\$2,320

* Impact Fees updated by Ordinance No. 975 effective January 1, 2022

MEAD BUILDING CODE PERMIT FEES

Primary Fee Schedule:	
Building permit fee (covers initial inspection)	Calculated using Building Permit Fee Schedule; project valuation calculated using most current International Code Council valuation data.
Plan review fees	65% of the Building permit fee
Additional plan review required by changes, conditions or revisions to plans	\$75/hour
Stock Model/"Same As" Plan Review	\$70 (No changes)

	\$125 (Minor changes)
Structural Engineering Plan Review	\$150.00 per hour – one (1) hour minimum
Inspection outside of normal business hours (One (1) hour minimum)	\$100/hour *Time tracked will start when Consultant checks in at Municipality or first inspection site.
Reinspection Fee	\$75
Cancellation of inspection without notice, (4 hrs. min.) including scheduling inspection prior to completion of work to be inspected	First instance: \$75 Subsequent instances add \$75 per instance of cancellation without notice
Business License Inspection	\$75
Inspections for which no fee is specifically indicated (1/2 hour min)	\$100/hour
Investigation Fee	50% of permit fee
Penalty for performing unpermitted work	Double building permit fee
Reactivation/issuance of new permit following expiration, suspension or abandonment of previously permitted work (Administration fee)	\$50
Issuance of new permit for change of contractor on existing job	\$50
Electrical Fees	Calculated according to the most current version of the State of Colorado Electrical Board fee schedule (+/-15%)
Sewer service/line replacement	\$65
Water service/line replacement	\$65
Mobile/Manufactured/Factory Built Home – placed in an approved mobile home park	\$235 (Mobile = \$150; Electrical = \$45; State Insignia = \$40)
Mobile/Manufactured/Factory Built Home – used as an accessory structure	\$75
Mobile/Manufactured/Factory Built Home – placed on permanent foundation in other than approved mobile home park	To be calculated as site built home plus state insignia fee of \$40 – see building permit fee schedule for valuation and fee
Sales Trailers or Similar Modular Units	\$75
Pre-Move Inspection of Dwellings	\$150.00 – Within 30 miles of Town \$250.00 – Greater than 30 miles of Town
Contractor Licensing	\$150
Fence permit (6 feet and over)	\$50

Demolition	\$50
Administrative Permitting Fees (covers plot/site plan review, inspections for CO, etc.)	\$300 – New Residential \$600 – New Commercial (not including tenant improvement permits)
Planning review (plot/site plan, use, etc.) fee	\$50
Temporary Certificate of Occupancy (TCO)	\$150

Single Stop Fee Schedule :	
Administrative Processing Fee	\$50
Furnace/Air Conditioner Replacement	\$70
Roof /Reroof	\$60
Water Heater Replacement	\$60
Lawn Sprinkler System	\$60
Siding or Window Replacement	\$70

Building Permit Fee Schedule:							
<i>* Project valuation calculated using most current International Code Council valuation data.</i>							
Total Valuation			Fee	Total Valuation			Fee
\$1	to	\$1,000	\$44.56	\$27,001	to	\$28,000	\$484.78
\$1,001	to	\$1,100	\$48.07	\$28,001	to	\$29,000	\$496.40
\$1,101	to	\$1,200	\$51.58	\$29,001	to	\$30,000	\$508.01
\$1,201	to	\$1,300	\$55.09	\$30,001	to	\$31,000	\$519.63
\$1,301	to	\$1,400	\$58.59	\$31,001	to	\$32,000	\$531.24
\$1,401	to	\$1,500	\$62.10	\$32,001	to	\$33,000	\$542.86
\$1,501	to	\$1,600	\$65.61	\$33,001	to	\$34,000	\$554.47
\$1,601	to	\$1,700	\$69.12	\$34,001	to	\$35,000	\$566.09
\$1,701	to	\$1,800	\$72.62	\$35,001	to	\$36,000	\$577.70
\$1,801	to	\$1,900	\$76.13	\$36,001	to	\$37,000	\$589.32
\$1,901	to	\$2,000	\$79.64	\$37,001	to	\$38,000	\$600.93
\$2,001	to	\$3,000	\$95.74	\$38,001	to	\$39,000	\$612.55
\$3,001	to	\$4,000	\$111.84	\$39,001	to	\$40,000	\$624.16
\$4,001	to	\$5,000	\$127.94	\$40,001	to	\$41,000	\$635.78
\$5,001	to	\$6,000	\$144.04	\$41,001	to	\$42,000	\$647.39
\$6,001	to	\$7,000	\$160.14	\$42,001	to	\$43,000	\$659.01
\$7,001	to	\$8,000	\$176.24	\$43,001	to	\$44,000	\$670.62
\$8,001	to	\$9,000	\$192.34	\$44,001	to	\$45,000	\$682.24
\$9,001	to	\$10,000	\$208.44	\$45,001	to	\$46,000	\$693.85
\$10,001	to	\$11,000	\$224.54	\$46,001	to	\$47,000	\$705.47
\$11,001	to	\$12,000	\$240.64	\$47,001	to	\$48,000	\$717.08
\$12,001	to	\$13,000	\$256.74	\$48,001	to	\$49,000	\$728.70
\$13,001	to	\$14,000	\$272.84	\$49,001	to	\$50,000	\$740.31

\$14,001	to	\$15,000	\$288.94	\$50,001	to	\$51,000	\$748.36
\$15,001	to	\$16,000	\$305.04	\$51,001	to	\$52,000	\$756.41
\$16,001	to	\$17,000	\$321.14	\$52,001	to	\$53,000	\$764.46
\$17,001	to	\$18,000	\$337.24	\$53,001	to	\$54,000	\$772.51
\$18,001	to	\$19,000	\$353.34	\$54,001	to	\$55,000	\$780.56
\$19,001	to	\$20,000	\$369.44	\$55,001	to	\$56,000	\$788.61
\$20,001	to	\$21,000	\$385.54	\$56,001	to	\$57,000	\$796.66
\$21,001	to	\$22,000	\$401.64	\$57,001	to	\$58,000	\$804.71
\$22,001	to	\$23,000	\$417.74	\$58,001	to	\$59,000	\$812.76
\$23,001	to	\$24,000	\$433.84	\$59,001	to	\$60,000	\$820.81
\$24,001	to	\$25,000	\$449.88	\$60,001	to	\$61,000	\$828.86
\$25,001	to	\$26,000	\$461.55	\$61,001	to	\$62,000	\$836.91
\$26,001	to	\$27,000	\$473.17	\$62,001	to	\$63,000	\$844.96
\$63,001	to	\$64,000	\$853.01	\$82,001	to	\$83,000	\$1,005.96
\$64,001	to	\$65,000	\$861.06	\$83,001	to	\$84,000	\$1,014.01
\$65,001	to	\$66,000	\$869.11	\$84,001	to	\$85,000	\$1,022.06
\$66,001	to	\$67,000	\$877.16	\$85,001	to	\$86,000	\$1,030.11
\$67,001	to	\$68,000	\$885.21	\$86,001	to	\$87,000	\$1,038.16
\$68,001	to	\$69,000	\$893.26	\$87,001	to	\$88,000	\$1,046.21
\$69,001	to	\$70,000	\$901.31	\$88,001	to	\$89,000	\$1,054.26
\$70,001	to	\$71,000	\$909.36	\$89,001	to	\$90,000	\$1,062.31
\$71,001	to	\$72,000	\$917.41	\$90,001	to	\$91,000	\$1,070.36
\$72,001	to	\$73,000	\$925.46	\$91,001	to	\$92,000	\$1,078.41
\$73,001	to	\$74,000	\$933.51	\$92,001	to	\$93,000	\$1,086.46
\$74,001	to	\$75,000	\$941.56	\$93,001	to	\$94,000	\$1,094.51
\$75,001	to	\$76,000	\$949.61	\$94,001	to	\$95,000	\$1,102.56
\$76,001	to	\$77,000	\$957.66	\$95,001	to	\$96,000	\$1,110.61
\$77,001	to	\$78,000	\$965.71	\$96,001	to	\$97,000	\$1,118.66
\$78,001	to	\$79,000	\$973.76	\$97,001	to	\$98,000	\$1,126.71
\$79,001	to	\$80,000	\$981.81	\$98,001	to	\$99,000	\$1,134.76
\$80,001	to	\$81,000	\$989.86	\$99,001	to	\$100,000	\$1,142.81
\$81,001	to	\$82,000	\$997.91				
\$100,001 to \$500,000, \$1,142.81 for the first \$100,000, plus \$6.44 for each additional \$1,000 or fraction thereof, to and including \$500,000.							
\$500,001 to \$1,000,000, \$3,718.81 for the first \$500,000, plus \$5.46 for each additional \$1,000 or fraction thereof, to and including \$1,000,000.							
\$1,000,001 and up, \$6,450.06 for the first \$1,000,000, plus \$3.62 for each additional \$1,000 or fraction thereof.							

SEWER TAP AND PLANT INVESTMENT FEES
(see MMC § 13-1-80)

Tap Diameter	Plant Investment Fee Effective March 1, 2022*	Plant Investment Fee Outside-Town ¹
5/8 inch	\$6,338.00	\$12,676.00
3/4 inch	\$10,536.00	\$21,072.00
1 inch	\$16,895.00	\$33,790.00
1½ inch	\$21,121.00	\$42,242.00
2 inch	\$67,583.00	\$135,166.00
3 inch	\$135,167.00	\$270,334.00

¹Outside Rate is double the In-Town Rate.

* Sewer PIF Fees updated by Resolution No. 11-R-2022 effective March 1, 2022

SEWER USER FEES
(see MMC § 13-1-210)

Effective March 1, 2022 ¹ *	2022 ¹	
	In-Town	Outside-Town ²
Monthly Service Charge		
Residential		
Base Charge - Low User - 0- 2,000 gal ³	\$43.52	\$87.06
Base Charge - Medium User - 2,001- 4,000 gal (base fee) ⁴	\$47.88	\$95.76
Monthly Service Charge		
Nonresidential - includes 4,000 gal (base fee) ⁴		
Commercial - Low	\$47.88	\$95.76
Commercial - Medium	\$57.45	\$114.90
Commercial - High	\$67.03	\$134.06
Schools	\$57.45	\$114.90
Sewer Late Fee (per month)	\$10.00	\$10.00

* Sewer User Fees updated by Resolution No. 11-R-2022 effective March 1, 2022

Volume charge - for each additional 1,000 gal over the 4,000 gal base used during the winter base period.		
Residential		
Single-Family	\$13.05	\$26.08
Multi-Family	\$13.05	\$26.08
Non-Residential		
Commercial - Low ⁵	\$13.05	\$26.08
Commercial - Medium ⁶	\$15.66	\$31.30
Commercial - High ^{6, 7}	\$18.26	\$36.52
Schools ⁸	\$15.66	\$31.30
Industrial/Special Uses (Strength Surcharge) ⁹	Varies ₉	Varies ₉

¹ This means beginning with the usage for that month. Because billing is done in arrears of usage, the new rate will be reflected on bills generated on April 1.

² Outside Rate is double the In-Town Rate.

³ Base charge includes the first two thousand (2,000) gallons.

⁴ Base charge includes the first four thousand (4,000) gallons.

⁵ Commercial with ten (10) or fewer employees.

⁶ Commercial with more than ten (10) employees and fewer than forty-five (45) employees, including all restaurants and automobile repair facilities. Medium strength effluent charged twenty percent (20%) more than Residential.

⁷ Commercial with forty-five (45) or more employees and those determined to require sampling and flow metering manholes. High strength effluent charged forty percent (40%) more than Residential

⁸ Schools charged twenty percent (20%) more than Residential.

⁹ Strength Surcharge for excessive BOD, COD, and TSS as established by Schedule C, Section 13-1-270.

*** Sewer User Fees updated by Resolution No. 11-R-2022 effective March 1, 2022.**

SEWER INDUSTRIAL DISCHARGE PERMIT FEES*(see MMC § 13-1-270)*

<i>Item - Description</i>	<i>Amount</i>
Industrial discharge permits	
Administration	\$50.00 annually
Initial permit review	Cost plus 15%
Annual permit review	Cost plus 15%
Surveillance	Determined for each user annually, billed monthly
Laboratory support services	Cost plus 15%
Material and labor provided by Town	Cost plus 15%

SEWER INDUSTRIAL DISCHARGE SURCHARGE*(see MMC § 13-1-270)*

<i>Parameter</i>	<i>Excess Over</i>	<i>Rates per 1,000 Gallons per 1 mg/l excess over</i>
BOD	200 mg/l	\$0.02000
COD	300 mg/l	0.01233
TSS	250 mg/l	0.12010

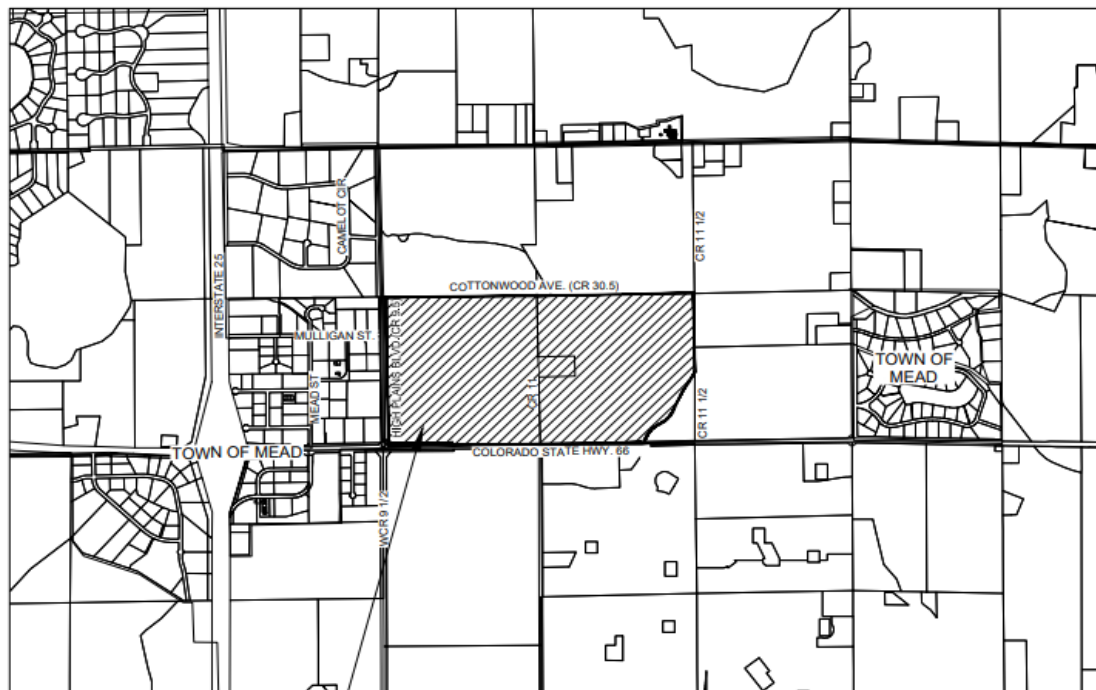


Agenda Item Summary

MEETING DATE: Board of Trustees – May 31, 2022

SUBJECT: Resolution 43-R-2022 – A Resolution of the Town of Mead, Colorado, Conditionally Approving the Meadow Ridge Subdivision Sketch Plan/Preliminary Plat

PRESENTED BY: Collin Mieras, Planner II
Jennifer Vecchi, Planning Consultant



VICINITY MAP

PROPERTY LOCATION

SUMMARY STATEMENT

A request for the Board of Trustees to review and consider, at a public hearing, the Meadow Ridge Subdivision Sketch Plan/Preliminary Plat (the “Preliminary Plat”), and to conditionally approve the Preliminary Plat via resolution.

DETAIL OF REQUEST

Applicant:	Jennifer Carpenter with LAI Design Group
Property Owner:	CMR Holding Company, LLC
Property Location:	Northeast corner of the intersection of WCR 9 ½ (High Plains Blvd.) and Hwy 66
Zoning Classification:	RSF-4 and GC with PUD Overlay
Comp. Plan Designation:	MU-RC Mixed-Use Residential/Commercial, Business Park and Commercial Mixed-Use
Surrounding Land Uses:	
North:	Agricultural with oil and gas development, planned for light industrial, business park and mixed-use residential/commercial
South:	Agricultural, planned for commercial and residential, both single and multi-family development, including the expansion of the Barefoot Lakes development, which is within Town of Firestone boundaries
East:	Agricultural, planned for single-family residential
West:	Light industrial, highway and general commercial including the Sekich Business Park

Overview:

Jennifer Carpenter with LAI Design Group (the “Applicant”) has submitted an application on behalf of CMR Holding Company, LLC, a Colorado limited liability company (the “Owner”) for the Meadow Ridge Subdivision Sketch Plan/Preliminary Plat (the “Application” or the “Preliminary Plat”) for the 299.558-acre subject property, known as the Meadow Ridge Development (the “Property”), generally located at the northeast corner of the intersection of WCR 9 ½ (High Plains Blvd) and Hwy 66.

The Application proposes to subdivide the majority of the property (121.82 acres) into 670 single family lots, in accordance with the Residential Single Family (RSF-4) underlying zoning, and 25.67-acres into three large tracts along the western edge, in accordance with the General Commercial (GC) underlying zoning, to be replatted at a later date. Within the RSF-4 zone, the Applicant/Owner has also reserved 12.5 ± acres for an elementary school site.

The Preliminary Plat further proposes the dedication of additional rights-of-way (ROW) for WCR 9 ½ (High Plains Blvd) as a two-lane Major Arterial Street, and Hwy 66, as an interstate highway, in compliance with the Town of Mead Transportation Plan. In addition, the Preliminary Plat proposes to dedicate 63.61 acres of land for parks and open space, which is consistent with the 20% open space/parks dedication requirement for the RSF-4 zoning district.

The single -family residential portion of the project will be developed in the first four (4) phases and the commercial will follow in the last three (3) phases. The phasing for the residential lot development is outlined below:

Phase 1: 203 lots

Phase 2: 158 lots
 Phase 3: 133 lots
 Phase 4: 176 lots

Review Criteria and Staff Analysis:

The following is a detailed analysis of the Application as it relates to the review criteria for preliminary plats, set forth in Section 16-4-60(c), *Preliminary Plat Review Criteria*, of the Mead Municipal Code (the “Code”):

- 1) *The preliminary 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 Preliminary Plat provides a functional system for land use. The lots will have adequate access to the roadway network and will meet the minimum dimensional standards for the respective zone districts. Lot sizes range from 5,356 sq. ft. to 14,003 sq. ft. The Preliminary Plat proposes to dedicate the necessary rights-of-way, in accordance with the Transportation Plan. Adequate open space and park dedications are provided for in accordance with the Code. Drainage facilities are proposed on certain tracts and will be maintained by a metropolitan district. Easements will be provided at final platting for the location of utilities to serve the lots.

- 2) *The application is consistent with the approved sketch plan and incorporates the Planning Commission's recommendations and conditions of approval.*

The legal review criteria for a sketch plan are the same as the review criteria for a preliminary plat and the two have been incorporated into this single Preliminary Plat document for the Board of Trustee’s review and consideration.

- 3) *The land use mix within the project conforms to the Town's Zoning District Map and Land Use Map and furthers the goals and policies of the Town Comprehensive Plan including:*

- a. *The proposed development promotes the Town's small town, rural character:*

Most of the goals and strategies identified in the Comprehensive Plan are related to promoting the Town’s small town, rural character, and emphasize the importance of establishing a vibrant downtown and attractive gateway corridor, as well as supporting historic preservation and the arts and enforcing design standards that promote a rural image. The Meadow Ridge development will comply with all design standards identified in the Code, including architecture design standards for future homes. Residents of the subdivision will provide potential customers for the businesses downtown, contributing to a dynamic and vibrant downtown.

- b. *Proposed residential development adds diversity to the Town's housing supply:*

The Meadow Ridge development would add diversity to the Town’s housing stock and housing options, with options for a range of single-family detached housing products, as well as the potential for multi-family mixed use within the commercial property, currently in

limited supply in Mead. This diversity of housing types will allow residents of all ages and stages of life to live in and contribute to the Town's community.

c. Proposed commercial development will benefit the Town's economic base:

The proposed development will benefit the Town's economic base by providing new residents and potential customers for Mead's many businesses. The commercial corridor proposed along High Plains Blvd. and Hwy 66 will provide additional commercial opportunities that will add to the Town's economic base. The diverse housing stock, created by the development, will also provide opportunities for employees of Mead's businesses to live close to their workplace.

d. Parks and open space and trails are incorporated into the site design:

The Preliminary Plat proposes to dedicate 63.61 acres of land for parks and open space, which exceeds the 20% open space dedication requirement. In addition, the Preliminary Plat provides a well-designed trail and sidewalk network to accommodate pedestrians and bicyclists. In accordance with the Town's open space and park requirements, the Preliminary Plat provides two neighborhood parks (Tract F and Tract V) and a smaller pocket park (Tract K) and trails that interconnect the development that will provide recreation access within walking distance for all of the residents of the subdivision.

e. The proposed project protects the Town's environmental quality:

The proposed project protects the Town's environmental quality in the following ways:

- 1) The property is originally farmland with active and inactive oil and gas facilities, with no known environmental contamination requiring mitigation.
- 2) The development is required to dedicate 20% parks and open space for the residential portion and 8% open space for the commercial property. The development will provide a well-designed trail and sidewalk network to accommodate pedestrians, bicyclists, and other non-motorized modes of travel. The abundance of open space will provide nearby access to recreation opportunities for residents.
- 3) The development does not cause any disturbance to natural areas within the Town of Mead.
- 4) The siting of a new elementary school, in a central location within the development, will provide walkable and bikeable access to the school.

f. The development enhances cultural, historical, educational and/or human service opportunities:

The developer for Meadow Ridge will help to construct a transportation network that will expand upon the existing network, including the improvement and expansion of High Plains Blvd. north. A well-connected and efficient transportation network allows access to higher paying and varied job types, a wider selection of housing options and more convenient health and human services. The residents will also help to fund the local school district through fees and taxes, expanding the educational service opportunities. Further, in cooperation with the St. Vrain Valley School District, the Applicant/Owner has identified a 12.5 acre elementary school site within the development, to be dedicated at final platting. In addition, the Town will

collect impact fees and taxes from the new homes. These fees and taxes will provide opportunities to enhance the cultural, historical, educational, and human services in Mead. This revenue will fund Town infrastructure and other capital construction projects, including roads and drainage, cultural and recreation facilities and parks, trails and open space, which will improve the quality of life for existing residents and business owners.

- 4) *The utility and transportation design is adequate, given existing and planned capacities of those systems.*

Proposed utility and transportation systems have been reviewed by Town staff and external agencies and found to be adequate to serve the proposed development. The proposal complies with the Town's adopted 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.

- 5) *Negative impacts on adjacent land uses have been identified and satisfactorily mitigated.*

One of the anticipated impacts of the Meadow Ridge development will be the increased number of vehicle trips onto the Town's roadway network. The Owner will be responsible for constructing the necessary improvements to roadways in order to mitigate this additional traffic. Additional impacts to the broader Town roadway network will be mitigated using impact fees that will be paid with building permits. Details related to the design, cost, and timing of completion of required improvements will be fleshed-out through review of the final plat and development of the subdivision improvement agreement (SIA). The impact of increased impervious surface on the site regarding stormwater drainage will be mitigated with drainage facilities that will be constructed by the developer and maintained by a metropolitan district. The park and open space dedications will add to the Town's network of open space and will provide new recreational options and opportunities for Mead's residents.

- 6) *There is a need or desirability within the community for the applicant's development and the development will help achieve a balance of land use and/or housing types within the Town of Mead.*

The Meadow Ridge development will help address the growing demand for housing in the Front Range region, as well as increasing the Town's housing stock. This will provide for a greater variety of single-family detached housing products and a potential for multi-family housing in later phases. The proposed development will benefit the Town's economic base by providing new residents and potential customers for Mead's businesses. The diverse housing stock, created by the development, will also provide opportunities for employees of Mead's businesses to live close to their workplace. The abundance of open space will provide nearby access to recreation opportunities for residents, and the well-designed trail and sidewalk network will accommodate pedestrians, bicyclists, and other non-motorized modes of travel.

Financial/Budgetary Considerations:

The Meadow Ridge development will finance project infrastructure consisting of both on-site and off-site public improvements (water, sewer, utilities, roads, drainage, parks, open space,

etc.) that will expand and improve upon 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 \$9,287,058 for the single-family residential portion of the development.

Other Legal Considerations:

The Application complies with the applicable noticing requirements set forth in Sec. 16-4-60 and Sec. 16-3-160 of the Code. Specifically, notice of the Planning Commission public hearing was published in the *Longmont Times-Call* newspaper, mailed to all property owners within 1,000 feet of the Property, and signs were posted on the Property, all no less than fifteen (15) days prior to the public hearing. In accordance with the Colorado Revised Statutes (C.R.S. 24-65.5-103 et. seq.), notice was provided via certified mail to all mineral estate owners no less than thirty (30) days prior to the public hearing.

Alternatives/Options:

With respect to the proposed Preliminary Plat, the Board of Trustees may recommend approval, denial, or conditional approval.

Staff Recommendation:

After reviewing the Application, Town staff finds the Preliminary Plat to be in compliance with the Land Use Code and the Comprehensive Plan. Therefore, staff recommends that the Board of Trustees approve the proposed Preliminary Plat, subject to the following conditions of approval:

- (1) The Applicant shall resolve and correct any technical issues as directed by Town staff prior to signature of Town officials on the Preliminary Plat; and
- (2) The Applicant shall pay all fees and costs incurred by the Town and its consultants in reviewing and processing the Preliminary Plat application.

These conditions are set forth in Section 1 of the Resolution.

Planning Commission Recommendation:

The Planning Commission held a public hearing to consider the Preliminary Plat on April 20, 2022; following the conclusion of the public hearing, the Planning Commission unanimously recommended conditional approval of the Preliminary Plat. The Planning Commission's recommendation is memorialized in Resolution No. 04-PC-2022.

Recommended Motion:

"I MOVE TO APPROVE RESOLUTION NO. 43-R-2022, A RESOLUTION CONDITIONALLY APPROVING THE MEADOW RIDGE SUBDIVISION SKETCH PLAN/PRELIMINARY PLAT, BASED ON A FINDING THAT THE PRELIMINARY PLAT REVIEW CRITERIA AS SET FORTH IN SECTION 16-4-60 OF THE *MEAD MUNICIPAL CODE* HAVE BEEN SATISFIED, AS DETAILED IN THE AGENDA ITEM SUMMARY REPORT PREPARED FOR THE MAY 31, 2022 BOARD OF TRUSTEES

MEETING AND BASED ON OTHER EVIDENCE PRESENTED TO THE BOARD AT THE MAY 31, 2022 PUBLIC HEARING.”

ATTACHMENTS:

- Resolution No. 43-R-2022, conditionally approving the Preliminary Plat
 - Preliminary Plat (as an exhibit to the Resolution, including legal description of the Property)
 - Planning Commission Resolution No. 04-PC-2022 (exhibits not included), recommending approval of the Preliminary Plat to the Board of Trustees
-

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 43-R-2022**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, CONDITIONALLY
APPROVING THE MEADOW RIDGE SUBDIVISION SKETCH PLAN/PRELIMINARY
PLAT**

WHEREAS, the Town of Mead (the “Town”) is authorized pursuant to Title 31, Article 23, C.R.S. and the *Mead Municipal Code* (the “MMC”) to regulate the development 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, Jennifer Carpenter, with LAI Design Group (“Applicant”), on behalf of CMR Holding Company, LLC, a Colorado limited liability company (the “Owner”), has submitted an application for the Meadow Ridge Subdivision Sketch Plan/Preliminary Plat (the “Preliminary Plat”) for the 299.55-acre property known as Meadow Ridge, located in portions of Sections 23 and 24, Township 3 North, Range 68 West of the 6th P.M., and generally located north of State Highway 66, and east of WCR 9 ½ (High Plains Blvd.), in the Town of Mead, County of Weld, State of Colorado, as more particularly described in the Preliminary Plat, a copy of which is attached to this Resolution as **EXHIBIT 1** and incorporated herein by reference (the “Property”); and

WHEREAS, the Preliminary Plat proposes to subdivide the Property into 670 Residential Single-Family (RSF-4) zoned lots and 29 tracts, including the reservation of 12.5 ± acres for an elementary school site and three (3) large General Commercial (GC) zoned tracts to be replatted at a later date, as shown with specificity in the Preliminary Plat; and

WHEREAS, the Planning Commission held a public hearing to consider the Preliminary Plat on April 20, 2022, and following the conclusion of the public hearing, proceeded to recommend conditional approval of the Preliminary Plat to the Board of Trustees; and

WHEREAS, the Planning Commission’s recommendation is memorialized in Planning Commission Resolution No. 04-PC-2022; and

WHEREAS, in accordance with Section 16-4-60 of the MMC, the Board of Trustees held a duly noticed public hearing on May 31, 2022 to consider the Preliminary Plat; and

WHEREAS, the administrative record for this case includes, but is not limited to, the Annexation Agreement, the Town of Mead Land Use Code, the Town of Mead Comprehensive Plan, the MMC, all other applicable ordinances, resolutions and regulations of the Town, the staff files and reports of the Community Development Director (the “Director”) and Town Engineer for this case, any and all submittals by the Applicant or Owner, and the digital recordings and minutes of both the Planning Commission and Board of Trustee meetings at which this application was considered; and

WHEREAS, the Board of Trustees has reviewed the proposed Preliminary Plat and has determined that the Preliminary Plat meets all applicable requirements of the Town of Mead Land Use Code and MMC and that the review criteria set forth in Section 16-4-60 of the MMC have been satisfied; and

WHEREAS, the Board of Trustees has further determined that approval of the Preliminary

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.

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

Section 1. The Meadow Ridge Subdivision Sketch Plan/Preliminary Plat in the form attached to this Resolution as **EXHIBIT 1** is approved subject to the following conditions of approval:

- a) The Applicant/Owner shall resolve and correct any technical issues as directed by Town staff prior to signature of Town officials on the Preliminary Plat; and
- b) The Applicant/Owner shall pay all fees and costs incurred by the Town and its consultants in reviewing and processing the Preliminary Plat application.

Section 2. Subject to review and approval of the Preliminary Plat mylar by the Director and the Town Attorney, the Mayor and other Town officials, as applicable, are hereby authorized to sign the Preliminary Plat mylar pursuant to the terms contained herein.

Section 3. Approval of the Preliminary Plat shall be deemed effective upon signing of the Preliminary Plat mylar by the Applicant and Town officials in conformance herewith. The Preliminary Plat shall not be recorded in the Weld County real property records. In accordance with Section 16-4-60 of the MMC, the Preliminary Plat shall be valid for one (1) year and shall automatically expire thereafter. If a final plat is not submitted within one (1) year or within such extended time as may be granted by the Board of Trustees, a new preliminary plat must be submitted and processed in accordance with applicable provisions of the Land Use Code.

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 31st DAY OF MAY, 2022.

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen G. Whitlow, Mayor

EXHIBIT 1

Meadow Ridge Subdivision Sketch Plan/Preliminary Plat



CALL 811
TWO WORKING DAYS
BEFORE YOU DIG
1-800-922-1987

UNCC
UTILITY NOTIFICATION
CENTER OF COLORADO

A PART OF SECTIONS 23 AND 24,
TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6th P.M., TOWN OF MEAD
COUNTY OF WELD, STATE OF COLORADO, AS FULLY DESCRIBED IN THE PRELIMINARY PLAT



SCALE: 1" = 2000'

THIS PRELIMINARY PLAT OF "MEADOW RIDGE SUBDIVISION" IS APPROVED AND ACCEPTED BY RESOLUTION NO. _____, PASSED AND ADOPTED AT THE REGULAR MEETING OF THE BOARD OF TRUSTEES OF MEAD, COLORADO,

HELD ON _____, 20____. THE NON-APPEALABLE AND APPROVED
PRELIMINARY PLAT SHALL BE EFFECTIVE FOR ONE (1) YEAR FROM THE DATE OF
APPROVAL, SAID APPROVAL BECOMING NULL AND VOID IF A FINAL PLAT APPLICATION IS
NOT SUBMITTED TO THE TOWN WITHIN SAID TIME LIMIT OR ANY EXTENSION GRANTED BY
THE BOARD OF TRUSTEES. APPROVAL OF THE PRELIMINARY PLAT DOES NOT RESULT IN
THE VESTING OF PROPERTY RIGHTS UNDER TITLE 24, ARTICLE 68, C.R.S., AS AMENDED.

MAYOR _____

ATTEST:

TOWN CLERK

1. ONLY ONE (1) RESIDENTIAL DWELLING UNIT AND ACCESSORY STRUCTURE IS PERMITTED ON ANY LOT.
2. 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 THE CERTIFICATION SHOWN HEREON.
3. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
4. BASIS OF BEARINGS: BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 68 WEST, BEING MONUMENTED AS SHOWN ON SHEET 2, HAVING AN ASSUMED BEARING OF SOUTH 07°05'19" WEST.
5. THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
6. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT FLOOD AGENCY MAP, COMMUNITY PANEL NUMBER 08123C1880E, WITH AN EFFECTIVE DATE OF 1/20/2016, THE SUBJECT PROPERTY IS LOCATED IN ZONE X, AN AREA DETERMINED TO BE OF MINIMAL FLOOD HAZARD AREA OUTSIDE OF THE 100-YEAR-FLOOD PLAN.

I, PATRICK M. STEENBURG, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE PRELIMINARY PLAT SHOWN HEREON IS A CORRECT DELINEATION OF THE DESCRIBED PARCEL OF LAND

I FURTHER CERTIFY THAT THIS MAP AND LEGAL DESCRIPTION WERE PREPARED UNDER MY PERSONAL SUPERVISION ON THIS.

_____ DAY OF _____, 20__

PATRICK M. STEENBURG., PLS NO. 38004
FOR AND ON BEHALF OF WESTWOOD
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112
(720)-249-3584

RECOMMENDED FOR APPROVAL BY THE MEAD PLANNING COMMISSION THIS
_____ DAY OF _____, 20__.

CHAIRMAN

ATTEST: _____
PLANNING COMMISSION SECRETARY

GROSS SITE AREA	299.558 ACRES
FLOODZONE:	ZONE X
TOTAL NUMBER OF LOTS	670
CURRENT ZONING	GC / RSF-4 W/ PUD OVERLAY
OPEN SPACE AREA	63.61 ACRES
DENSITY	3.36 DWELLING UNITS/ACRE

NGS PID LD2055 WITH A DESIGNATION OF P 329, BEING A 3-1/2 INCH DIAMETER BRASS CAP SET IN CONCRETE STAMPED P 329 1951. MONUMENT IS LOCATED 1.55 MILES NORTH ALONG U.S. HIGHWAYS 87 AND 287 FROM THE ENTRANCE TO THE CEMETERY AT LONGMONT, THENCE 7.5 MILES EAST ALONG STATE HIGHWAY 66, AT A JUNCTION WITH A ROAD LEADING SOUTH AND A PRIVATE ROAD LEADING NORTH, 53 FEET SOUTH OF THE SOUTHEAST CORNER OF A SMALL WHITE HOUSE, 34 FEET NORTH OF THE CENTER LINE OF THE HIGHWAY, 20 FEET EAST OF THE CENTER LINE OF THE PRIVATE ROAD, 2 FEET WEST-SOUTHWEST FROM ORANGE WITNESS POST. ELEVATION IS 4953.57 FEET, NAVD83 DATUM.

OWNER CMR HOLDING COMPANY, LLC 1288 S CLAYTON ST DENVER, CO 80210 JEFF KEELEY	PLANNER LAI DESIGN GROUP 88 INVERNESS CIRCLE EAST, SUITE J-101 ENGLEWOOD, CO 80112 JENNIFER CARPENTER 303-734-1777
PROJECT COORDINATOR MEADOW RIDGE DEVELOPMENT, INC. 1288 S CLAYTON ST DENVER CO 80210 JEFF KEELEY	SURVEYOR WESTWOOD 1033 E. DRY CREEK ROAD, SUITE 240 ENGLEWOOD, CO 80112 720-482-9526
ARCHITECTURAL DESIGNER TBD	GEOTECHNICAL CTL THOMPSON MATERIAL ENGINEERING INC 7306 SOUTH ALTON WAY, CENTENNIAL, CO JACKSON D. BURKE 303-825-0777
CIVIL ENGINEER WESTWOOD 10333 EAST DRY CREEK RD SUITE 240 ENGLEWOOD, CO 80122 TOM ODLE 720-482-9526	LANDSCAPE ARCHITECT LAI DESIGN GROUP 88 INVERNESS CIRCLE EAST, SUITE J-101 ENGLEWOOD, CO 80112 JENNIFER CARPENTER 303-734-1777
WATER DISTRICT LITTLE THOMPSON WATER DISTRICT 835 E STATE HWY 56 BERTHOUD, CO 80513 AMBER KAUFFMAN 970-532-2096	TRAFFIC LSC TRANSPORTATION CONSULTANTS, INC 1889 YORK STREET DENVER, CO 80205 CHRISTOPHER MCGRANAHAN 303-333-1105
ST VRAIN BUSINESS PARK 11307 SANITATION DISTRICT CIRCLE FIRESTONE, CO 80504 303-776-9570	IRRIGATION SYSTEM ENGINEER MSK CONSULTING, LLC 7157 S. ANDES CIRCLE CENTENNIAL, CO 80016 DAVID TAKEDA, PE 303-903-0918
FIRE DEPARTMENT MOUNTAIN VIEW FIRE AND RESCUE 3561 N STAGECOACH RD LONGMONT, CO 80504 LUANN PENFOLD 303-772-0710	CONTRACTOR CONTOUR SERVICES SHAWN WISSEL 303-994-9028
WATER RESOURCES CONSULTANT JEHN WATER CONSULTANTS, INC. GINA BURKE 88 INVERNESS CIRCLE EAST, K-102 ENGLEWOOD, CO 80112 303.321.8335	

KNOW ALL PERSONS BY THESE PRESENTS THAT CMR HOLDING COMPANY, A COLORADO LIMITED LIABILITY COMPANY, BEING THE OWNER OF CERTAIN LANDS IN MEAD, COLORADO, BEING DESCRIBED AS FOLLOWS:

PARCEL A:

LOT B, 2ND AMENDED RECORDED EXEMPTION NO. 1207-24-3 2NDAMRE-1181, BEING A PART OF THE SW1/4 OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH P.M.WELD COUNTY COLORADO, PER MAP RECORDED JULY 3, 2001 UNDER RECEPTION NO. 2862592, COUNTY OF WELD, STATE OF COLORADO.

PARCEL B:

THE SE 1/4 OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH P.M.,

EXCEPTING THEREFROM THE PARCELS CONVEYED IN DEEDS RECORDED DECEMBER 13, 1957 IN BOOK 1491 AND AT PAGE 505, JUNE 8, 2001 UNDER RECEPTION NO. 2856036 AND SEPTEMBER 29, 2006 UNDER RECEPTION NO. 3423484, COUNTY OF WELD, STATE OF COLORADO.

PARCEL C:

LOT A, AMENDED RECORDED EXEMPTION NO. 1207-24-3-AMRE1295, PER MAP RECORDED JULY 3, 2001 AS RECEPTION NO. 2862594 AND CORRECTED AMENDED RECORDED EXEMPTION 1207-24-AMRE-1295 RECORDED MAY 16, 2006 AS RECEPTION NO. 3388524, BEING A PART OF THE SW 1/4 OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 68 WEST OF 6TH P.M., COUNTY OF WELD, STATE OF COLORADO.

SAID BOUNDARY CONTAINING A CALCULATED AREA OF 13,048,751 SQUARE FEET OR 299.558 ACRES, MORE OR LESS;

HEREBY LAYS OUT THIS PRELIMINARY PLAT UNDER THE NAME AND STYLE OF MEADOW RIDGE SUBDIVISION. ALL CONDITIONS, TERMS AND SPECIFICATIONS DESIGNATED OR DESCRIBED HEREIN SHALL BE BINDING ON THE OWNERS, THEIR HEIRS, SUCCESSORS AND ASSIGNS. THE SIGNATURE OF ANY REPRESENTATIVE OF ANY PARTNERSHIP OR CORPORATE ENTITY INDICATES THAT ALL REQUIRED PARTNERSHIP OR CORPORATE APPROVALS HAVE BEEN OBTAINED.

EXECUTED THIS _____ DAY OF _____, 20____.

OWNER: CMR HOLDING COMPANY, A COLORADO LIMITED LIABILITY COMPANY

BY _____

NAME _____

TITLE _____

[illegible]

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____
20__ A.D.

BY _____ AS _____ OF CMR HOLDING COMPANY, A COLORADO LIMITED
LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC MY COMMISSION EXPIRES: _____

BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 68 WEST, HAVING AN ASSUMED BEARING OF SOUTH 01°05'19" WEST.

Westwood

woodps.com
Westwood Professional Services, Inc.

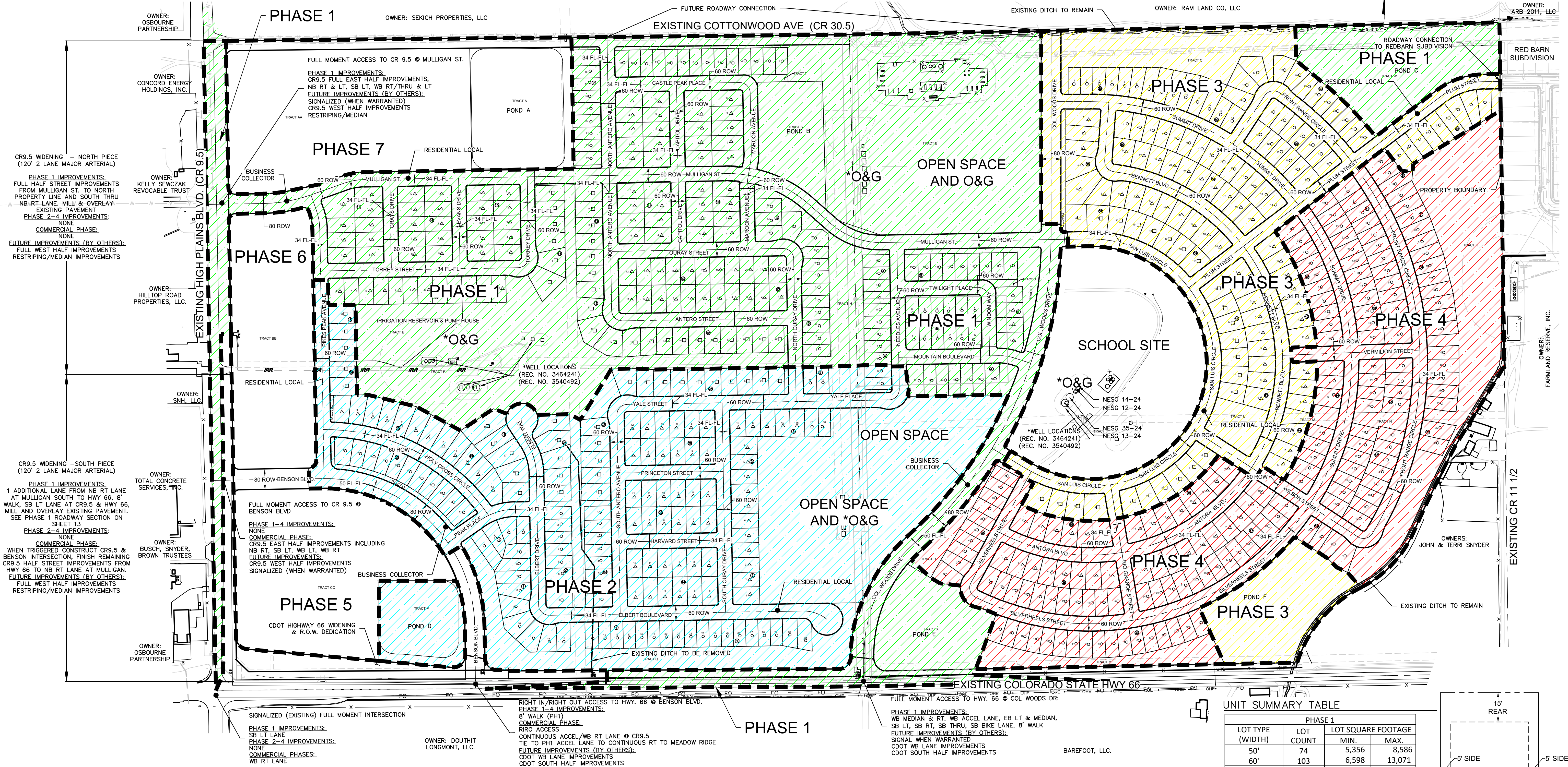
10333 E DRY CREEK
SUITE 100
ENGLEWOOD, CO 80150
TEL: 720.481.1000
FAX: 720.481.1001

MEADOW RIDGE SUBDIVISION SKETCH PLAN/ PRELIMINARY PLAT

A PART OF SECTIONS 23 AND 24,
TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6th P.M., TOWN OF MEAD
COUNTY OF WELD, STATE OF COLORADO, AS FULLY DESCRIBED IN THE PRELIMINARY PLAT

200 100 0 200 400

SCALE: 1" = 200'



CR9.5 WIDENING - NORTH PIECE
(120' 2 LANE MAJOR ARTERIAL)

PHASE 1 IMPROVEMENTS:
FULL HALF STREET IMPROVEMENTS
FROM MULLIGAN ST. TO NORTH
PROPERTY LINE AND SOUTH THRU
NB RT LANE. MILL & OVERLAY
EXISTING PAVEMENT

PHASE 2-4 IMPROVEMENTS:
NONE

COMMERCIAL PHASE:
NONE

FUTURE IMPROVEMENTS (BY OTHERS):
FULL WEST HALF IMPROVEMENTS
RESTRIPING/MEDIAN IMPROVEMENTS

CR9.5 WIDENING - SOUTH PIECE
(120' 2 LANE MAJOR ARTERIAL)

PHASE 1 IMPROVEMENTS:
1 ADDITIONAL LANE FROM NB RT LANE
AT MULLIGAN SOUTH TO HWY 66, 8'
WALK, SB LT LANE AT CR9.5 & HWY 66,
MILL AND OVERLAY EXISTING PAVEMENT.
SEE PHASE 1 ROADWAY SECTION ON
SHEET 13

PHASE 2-4 IMPROVEMENTS:
NONE

COMMERCIAL PHASE:
WHEN TRIGGERED CONSTRUCT CR9.5 &
BENSON INTERSECTION, FINISH REMAINING
CR9.5 HALF STREET IMPROVEMENTS FROM
HWY 66 TO NB RT LANE AT MULLIGAN.
FUTURE IMPROVEMENTS (BY OTHERS):
FULL WEST HALF IMPROVEMENTS
RESTRIPING/MEDIAN IMPROVEMENTS

PHASE 1 IMPROVEMENTS:
SB LT LANE
PHASE 2-4 IMPROVEMENTS:
NONE

COMMERCIAL PHASES:
WB RT LANE

RIGHT IN/RIGHT OUT ACCESS TO HWY. 66 @ BENSON BLVD.
PHASE 1-4 IMPROVEMENTS:
8' WALK (PHI)
COMMERCIAL PHASE:
RIRO ACCESS
CONTINUOUS ACCEL/WB RT LANE @ CR9.5
TIE TO PH1 ACCEL LANE TO CONTINUOUS RT TO MEADOW RIDGE
FUTURE IMPROVEMENTS (BY OTHERS):
CDOT WB LANE IMPROVEMENTS
CDOT SOUTH HALF IMPROVEMENTS

PHASE 1 IMPROVEMENTS:
WB MEDIAN & RT, WB ACCEL LANE, EB LT & MEDIAN,
SB LT, SB RT, SB THRU, SB BIKE LANE, 8' WALK
FUTURE IMPROVEMENTS (BY OTHERS):
SIGNAL WHEN WARRANTED
CDOT WB LANE IMPROVEMENTS
CDOT SOUTH HALF IMPROVEMENTS

BAREFOOT, LLC.

PHASE 1
PHASE 2
PHASE 3
PHASE 4

50' LOT
60' LOT
65' LOT

INDICATES PHASING BOUNDARY

CP-# CONSTRUCTION PHASE NUMBER #

* SEE SHEET 14 FOR WELL STATUS

- NOTES:
1. SEE PRELIMINARY PLAT SHEETS 8-11 FOR EASEMENTS TO BE VACATED.
 2. PHASES 5-7 ARE NON-SEQUENTIAL AND WILL BE AS MARKET DEMANDS.
 3. SEE SHEETS 3-6 FOR SUB-PHASING.
 4. NOTES RELATED TO PHASING OF IMPROVEMENTS DO NOT REFLECT FINAL PHASING AND ARE SUBJECT TO TOWN APPROVAL AT FINAL PLATTING AS SET OUT IN A SUBDIVISION IMPROVEMENTS AGREEMENT.
 5. ALL ROADS LOCAL STREETS UNLESS OTHERWISE STATED.

UNIT SUMMARY TABLE

PHASE 1			
LOT TYPE (WIDTH)	LOT COUNT	LOT SQUARE FOOTAGE	
		MIN.	MAX.
50'	74	5,356	8,586
60'	103	6,598	13,071
65'	26	7,150	11,166
TOTAL	203		
PHASE 2			
LOT TYPE (WIDTH)	LOT COUNT	LOT SQUARE FOOTAGE	
		MIN.	MAX.
50'	64	5,500	8,891
60'	64	6,600	11,089
65'	30	7,150	14,003
TOTAL	158		
PHASE 3			
LOT TYPE (WIDTH)	LOT COUNT	LOT SQUARE FOOTAGE	
		MIN.	MAX.
50'	62	5,500	9,225
60'	46	6,913	13,576
65'	25	7,580	10,232
TOTAL	133		
PHASE 4			
LOT TYPE (WIDTH)	LOT COUNT	LOT SQUARE FOOTAGE	
		MIN.	MAX.
50'	144	5,448	8,249
60'	32	6,867	8,197
65'	0	-	-
TOTAL	176		
GRAND TOTAL	670		

SETBACKS AND EASEMENTS	
NOT TO SCALE	
SETBACKS TABLE:	
R.O.W. TO GARAGE FACE	20'
R.O.W. TO PORCH	15'
REAR/ACCESSORY	15'/10'
SIDE/ACCESSORY	5'/10' CORNER

CALL 811
TWO WORKING DAYS
BEFORE YOU DIG
UNCC 1-800-922-1987

Westwood

CMR HOLDING COMPANY, LLC
1288 S CLAYTON ST
DENVER, CO 80210

MEADOW RIDGE SUBDIVISION
PRELIMINARY PLAT
OVERALL SITE PLAN & PHASING

SCALE: AS SHOWN
DRAWN BY: TMB
CHECKED BY: TLO
DATE: APRIL 2022

2

10333 E DRY CREEK RD.
SUITE 240
ENGLEWOOD, CO 80112
TEL: 720.482.9326

Westwoodpro.com
Westwood Professional Services, Inc.

29360

APRIL 2022

Date

Appr.

Revisions

No.



PHASE 1		
SUBPHASE		
1		41 LOTS
2		47 LOTS
3		46 LOTS
4		26 LOTS
5		43 LOTS
		SANITARY SEWER EXTENSION

INDICATES PHASING
BOUNDARY

○ 50' LOT
△ 60' LOT
□ 65' LOT



[illegible]

200 100 0 200 400

SCALE: 1" = 200'

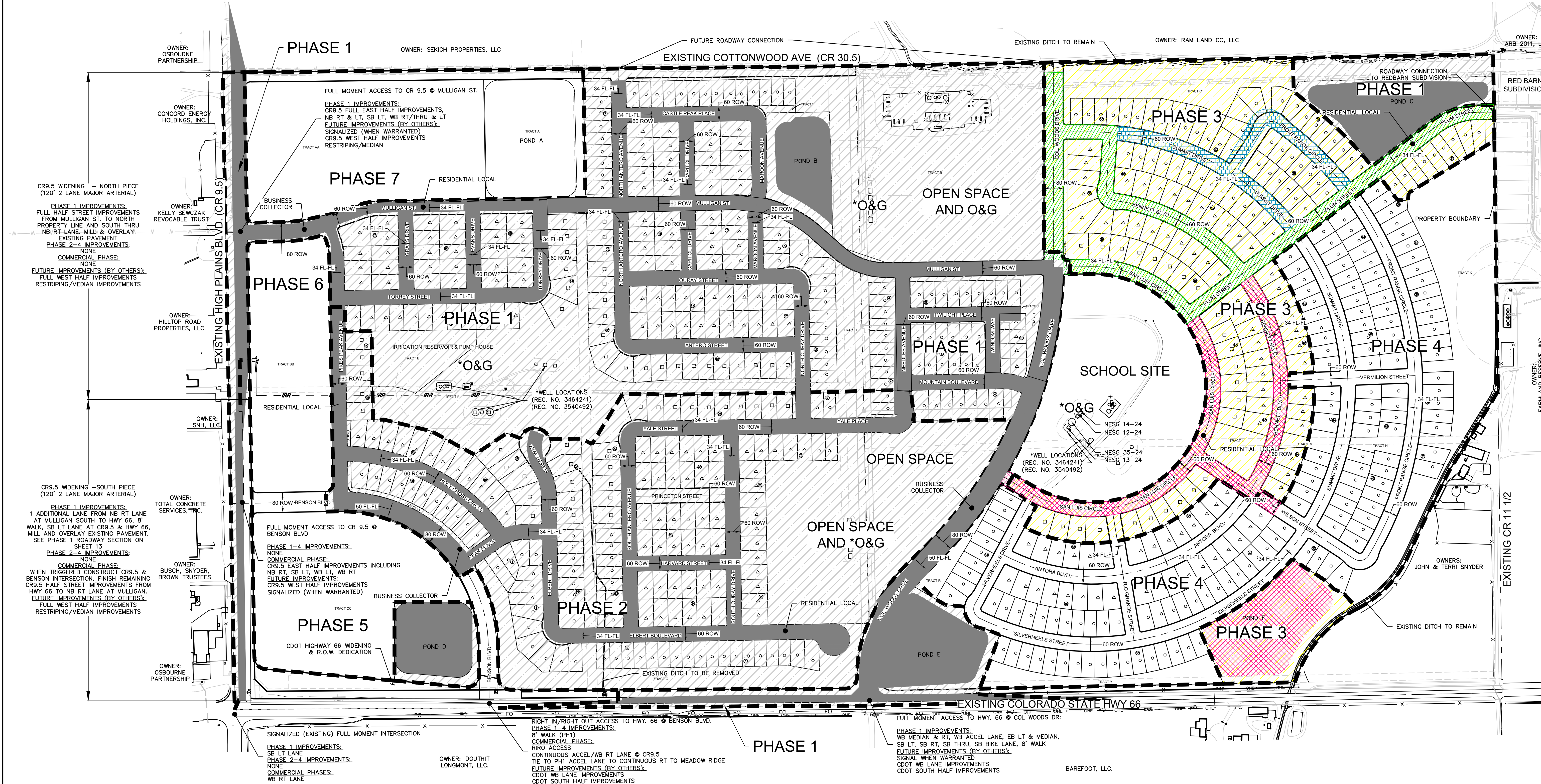


DRAWN BY:	TMB	SCALE:	AS SHOWN
CHECKED BY:	TJO	FILE NO:	29360
DATE:			

4

MEADOW RIDGE SUBDIVISION SKETCH PLAN/ PRELIMINARY PLAT

A PART OF SECTIONS 23 AND 24,
TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6th P.M., TOWN OF MEAD
COUNTY OF WELD, STATE OF COLORADO, AS FULLY DESCRIBED IN THE PRELIMINARY PLAT



CR9.5 WIDENING - NORTH PIECE
(120' 2 LANE MAJOR ARTERIAL)

PHASE 1 IMPROVEMENTS:
FULL HALF STREET IMPROVEMENTS
FROM MULLIGAN ST. TO NORTH
PROPERTY LINE AND SOUTH THRU
NB RT LANE, MILL & OVERLAY
EXISTING PAVEMENT

PHASE 2-4 IMPROVEMENTS:
NONE

COMMERCIAL PHASE:
NONE

FUTURE IMPROVEMENTS (BY OTHERS):
FULL WEST HALF IMPROVEMENTS
RESTRIPING/MEDIAN IMPROVEMENTS

CR9.5 WIDENING - SOUTH PIECE
(120' 2 LANE MAJOR ARTERIAL)

PHASE 1 IMPROVEMENTS:
1 ADDITIONAL LANE FROM NB RT LANE
AT MULLIGAN SOUTH TO HWY 66, 8'
WALK, SB LT LANE AT CR9.5 & HWY 66,
MILL AND OVERLAY EXISTING PAVEMENT.
SEE PHASE 1 ROADWAY SECTION ON
SHEET 13

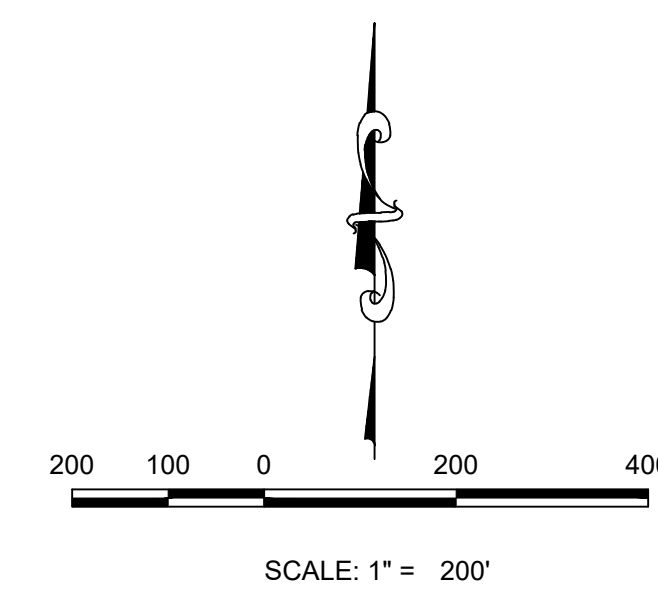
PHASE 2-4 IMPROVEMENTS:
NONE

COMMERCIAL PHASE:
WHEN TRIGGERED CONSTRUCT CR9.5 &
BENSON INTERSECTION, FINISH REMAINING
CR9.5 HALF STREET IMPROVEMENTS FROM
HWY 66 TO NB RT LANE AT MULLIGAN,
FUTURE IMPROVEMENTS (BY OTHERS):
FULL WEST HALF IMPROVEMENTS
RESTRIPING/MEDIAN IMPROVEMENTS

- PHASE 3
- EXISTING IMPROVEMENTS
 - EXISTING SANITARY SEWER EXTENSION
- SUBPHASE
- 1 45 LOTS
 - 2 44 LOTS
 - 3 44 LOTS

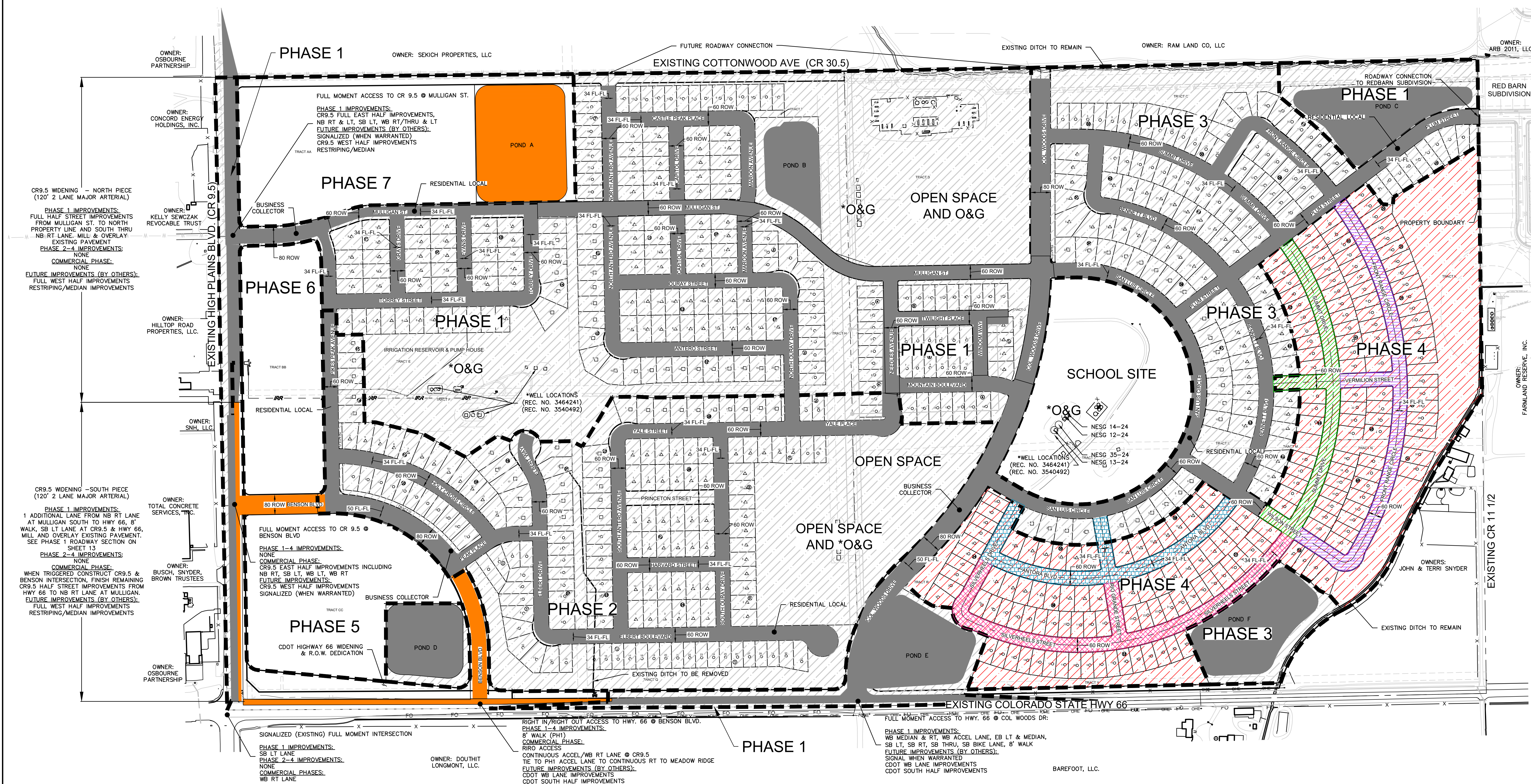
- INDICATES PHASING
BOUNDARY
- 50' LOT
 - 60' LOT
 - 65' LOT

CALL 811
TWO WORKING DAYS
BEFORE YOU DIG
UNCC 1-800-922-1987



DRAWN BY: TMB		SCALE: AS SHOWN	SHEET NUMBER 5
CHECKED BY: TLO	FILE NO: 29360		
MEADOW RIDGE SUBDIVISION PRELIMINARY PLAT PHASING PLAN - PHASE 3			CMR HOLDING COMPANY, LLC 1288 S CLAYTON ST DENVER, CO 80210
DATE: APRIL 2022			
Westwood 10333 E DRY CREEK RD. SUITE 240 ENGLEWOOD, CO 80112 TEL: 720.462.9326 Westwoodps.com Westwood Professional Services, Inc.			Revisions No.
Date Init. Appr.			

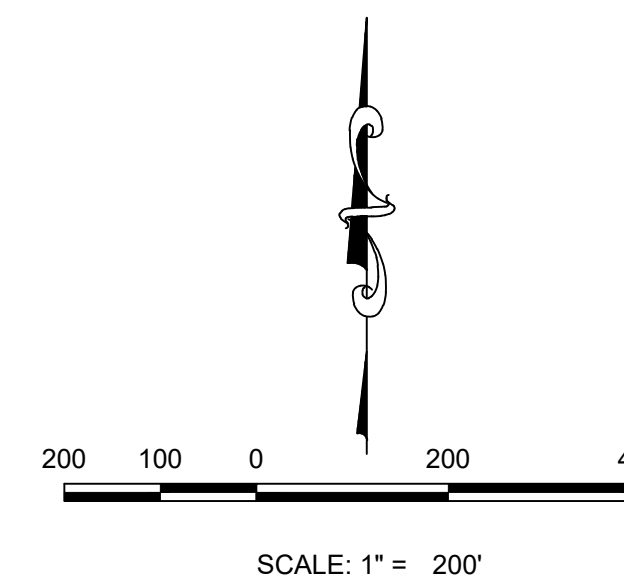
A PART OF SECTIONS 23 AND 24,
TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6th P.M., TOWN OF MEAD
COUNTY OF WELD, STATE OF COLORADO, AS FULLY DESCRIBED IN THE PRELIMINARY PLAT



PHASE 4	
	EXISTING IMPROVEMENTS
SUBPHASE	
1 	41 LOTS
2 	37 LOTS
3 	47 LOTS
4 	51 LOTS
5 	PHASE 5-7 COMMERCIAL

INDICATES PHASING
BOUNDARY

○ 50' LOT
△ 60' LOT
□ 65' LOT

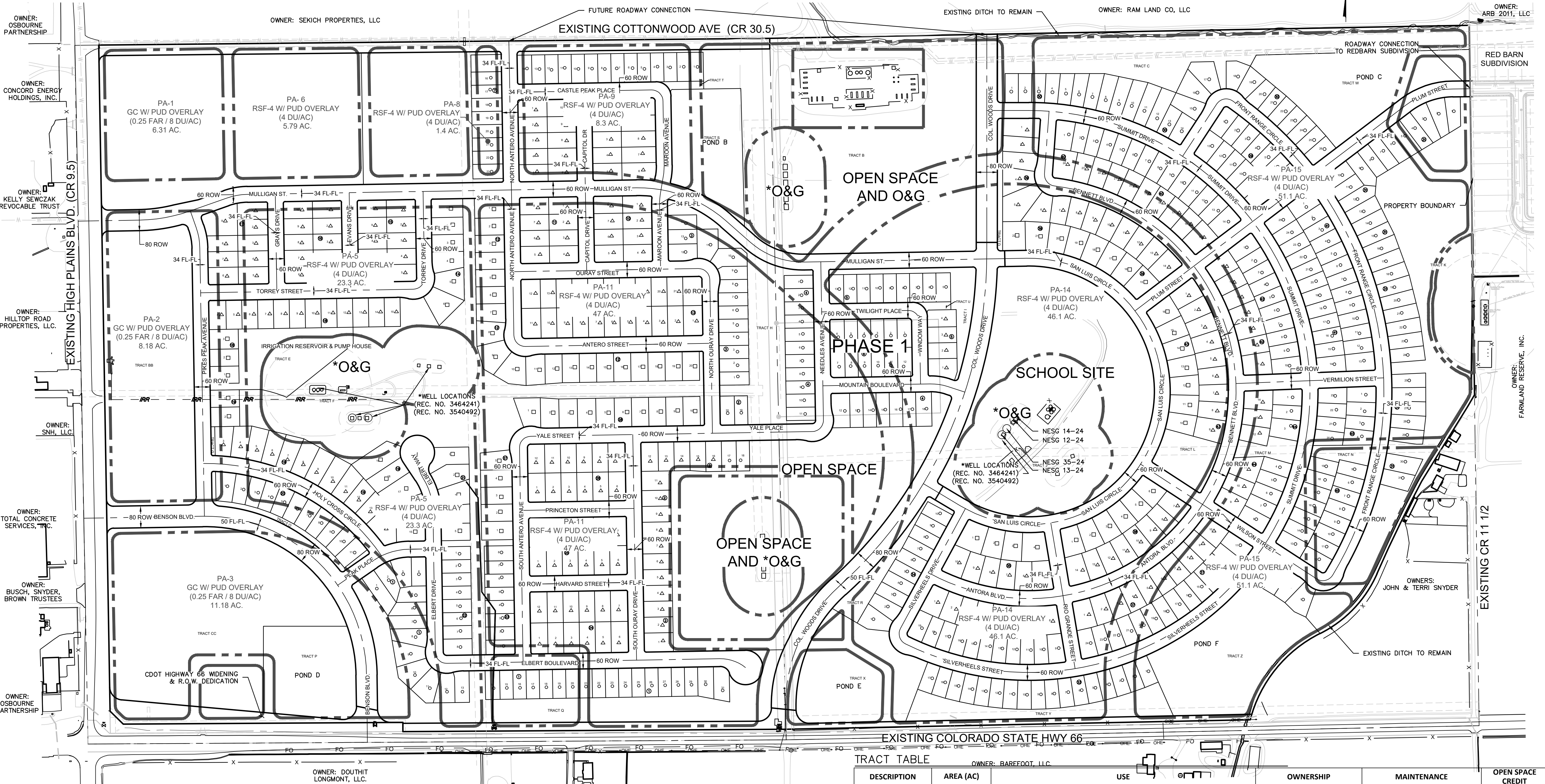


MEADOW RIDGE SUBDIVISION SKETCH PLAN/ PRELIMINARY PLAT

A PART OF SECTIONS 23 AND 24,
TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6th P.M., TOWN OF MEAD
COUNTY OF WELD, STATE OF COLORADO, AS FULLY DESCRIBED IN THE PRELIMINARY PLAT

200 100 0 200 400

SCALE: 1" = 200'



MASTER DEVELOPMENT SUMMARY (PUD)

PLANNING AREA	LAND USES/ ZONING DISTRICT	EXISTING PUD MAXIMUM DENSITY/ F.A.R.	PROVIDED PUD MAXIMUM DU/SF	PROVIDED PRELIMINARY PLAT	PROVIDED GROSS AREA	PROVIDED % TOTAL AREA
GC W/ PUD OVERLAY (CMU - COMMERCIAL MIXED USE) *DENSITY TRANSFERS WITHIN GC ALLOWED						
PA-1	GC	0.25 FAR / 8 DU/AC	64,251 S.F. / 48 DU	68,715 S.F. / 51 DU	6.31 AC	2%
PA-2	GC	0.25 FAR / 8 DU/AC	129,591 S.F. / 96 DU	89,080 S.F. / 66 DU	8.18 AC	3%
PA-3	GC	0.25 FAR / 8 DU/AC	176,418 S.F. / 130 DU	121,750 S.F. / 90 DU	11.18 AC	4%
GC W/ PUD OVERLAY SUB-TOTAL			370,260 S.F. / 274 DU	279,545 S.F. / 207 DU	25.67 AC	9%
RSF-4 W/ PUD OVERLAY (RSF - SINGLE FAMILY RESIDENTIAL) *DENSITY TRANSFERS WITHIN RSF-4 ALLOWED						
PA-5	RSF-4	4 DU/AC	93 DU	106 DU	23.3 AC	8%
PA-6	RSF-4	4 DU/AC	25 DU	0 DU	5.79 AC	1.5%
PA-8	RSF-4	4 DU/AC	6 DU	9 DU	1.4 AC	0.5%
PA-9	RSF-4	4 DU/AC	33 DU	34 DU	8.3 AC	3%
PA-11	RSF-4	4 DU/AC	188 DU	189 DU	47.0 AC	16%
PA-14	RSF-4	4 DU/AC	184 DU	134 DU	46.1 AC	15%
PA-15	RSF-4	4 DU/AC	204 DU	198 DU	51.1 AC	17%
RSF-4 W/ PUD OVERLAY SUB-TOTAL			732 DU	670 DU	183.0 AC	61%

LAND USE TABLE

LAND USE	MAX DENSITY/ F.A.R.	MAX DU/SF	PROVIDED DU/SF	GROSS AREA (ACRES)	% TOTAL AREA
GC w/ PUD OVERLAY	8 DU/AC 0.25 F.A.R.	274 DU	-	23.20	8%
RS-4 w/ PUD OVERLAY	4 DU/AC	733 DU	670 DU	121.13	40%
DETENTION PONDS (50% - NO OPEN SPACE CREDIT)				9.34	3%
OPEN SPACE (PARKS/ TRACTS / OPEN SPACE / 50% DETENTION CREDIT)				63.61	21%
R.O.W. CORRIDORS				61.26	20%
OGOA (OIL & GAS OPERATION AREA)				21.01	7%
TOTAL	370,260 S.F.	1007 DU 3.36 DU/AC	670 DU 2.24 DU/AC	299.55	100%

- 50' LOT
- △ 60' LOT
- 65' LOT
- * SEE SHEET 14 FOR WELL STATUS
- APPROVED PUD PLANNING AREAS

TRACT TABLE

DESCRIPTION	AREA (AC)	USE	OWNERSHIP	MAINTENANCE	OPEN SPACE CREDIT
TRACT A	4.81	DETENTION / OPEN SPACE	METRO DISTRICT	METRO DISTRICT	2.66
TRACT B	17.09	OGOA / OPEN SPACE	METRO DISTRICT	METRO DISTRICT	4.79
TRACT C	5.46	OPEN SPACE	METRO DISTRICT	METRO DISTRICT	5.46
TRACT D	0.23	OPEN SPACE	METRO DISTRICT	METRO DISTRICT	0.23
TRACT E	1.99	DETENTION / OPEN SPACE	METRO DISTRICT	METRO DISTRICT	1.01
TRACT F	11.06	PARK / OGOA	METRO DISTRICT	METRO DISTRICT	7.41
TRACT G	0.04	OPEN SPACE	METRO DISTRICT	METRO DISTRICT	0.04
TRACT H	2.49	OPEN SPACE	METRO DISTRICT	METRO DISTRICT	2.49
TRACT I	0.77	OPEN SPACE	METRO DISTRICT	METRO DISTRICT	0.77
TRACT J	12.56	SCHOOL / OGOA	ST VRAIN SCHOOL DISTRICT	ST VRAIN SCHOOL DISTRICT	0.00
TRACT K	8.44	OPEN SPACE	METRO DISTRICT	METRO DISTRICT	7.56
TRACT L	0.86	OPEN SPACE	METRO DISTRICT	METRO DISTRICT	0.86
TRACT M	0.35	OPEN SPACE	METRO DISTRICT	METRO DISTRICT	0.35
TRACT N	0.31	OPEN SPACE	METRO DISTRICT	METRO DISTRICT	0.31
TRACT O	0.33	OPEN SPACE	METRO DISTRICT	METRO DISTRICT	0.33
TRACT P	2.70	DETENTION	METRO DISTRICT	METRO DISTRICT	1.60
TRACT Q	4.42	OPEN SPACE	METRO DISTRICT	METRO DISTRICT	4.42
TRACT R	0.65	OPEN SPACE	METRO DISTRICT	METRO DISTRICT	0.65
TRACT S	2.61	DETENTION POND	METRO DISTRICT	METRO DISTRICT	1.32
TRACT T	0.10	SHARED ACCESS	METRO DISTRICT	METRO DISTRICT	0.10
TRACT U	0.08	SHARED ACCESS	METRO DISTRICT	METRO DISTRICT	0.08
TRACT V	12.95	PARK / OGOA	METRO DISTRICT	METRO DISTRICT	10.31
TRACT W	3.72	DETENTION / OPEN SPACE	METRO DISTRICT	METRO DISTRICT	2.10
TRACT X	3.49	DETENTION / OPEN SPACE	METRO DISTRICT	METRO DISTRICT	2.19
TRACT Y	1.51	OPEN SPACE	METRO DISTRICT	METRO DISTRICT	1.51
TRACT Z	4.27	DETENTION / OPEN SPACE	METRO DISTRICT	METRO DISTRICT	2.59
TRACT AA	12.13	GC W/ MIN. 8% OPEN SPACE	METRO DISTRICT	METRO DISTRICT	0.97
TRACT BB	8.15	GC W/ MIN. 8% OPEN SPACE	METRO DISTRICT	METRO DISTRICT	0.65
TRACT CC	10.59	GC W/ MIN. 8% OPEN SPACE	METRO DISTRICT	METRO DISTRICT	0.85
TOTAL	134.16				63.61 (21%)

CALL 811
TWO WORKING DAYS
BEFORE YOU DIG
UNCC 1-800-922-1987

Westwood

CMR HOLDING COMPANY, LLC
1288 S CLAYTON ST
DENVER, CO 80210

MEADOW RIDGE SUBDIVISION
PRELIMINARY PLAT
OVERALL PRELIMINARY PLAT PLAN

SCALE: AS SHOWN
DRAWN BY: TMB
CHECKED BY: TLO
DATE: APRIL 2022

7

10333 E DRY CREEK RD.
SUITE 240
ENGLEWOOD, CO 80112
TEL: 720.482.9326

Westwooddp.com
Westwood Professional Services, Inc.

29360

APRIL 2022

Revisions

No.

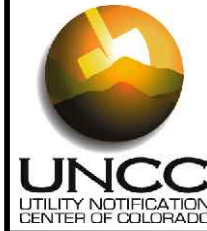
Date

Init.

Appr.

Date

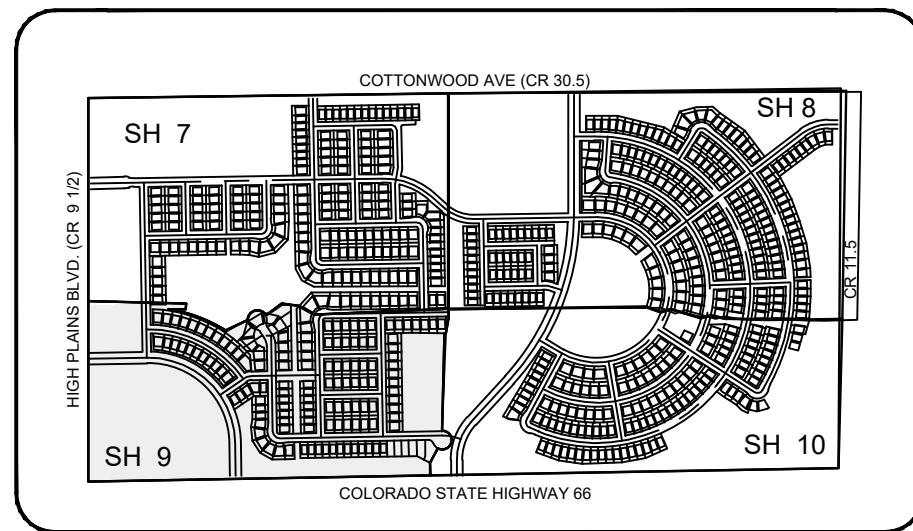
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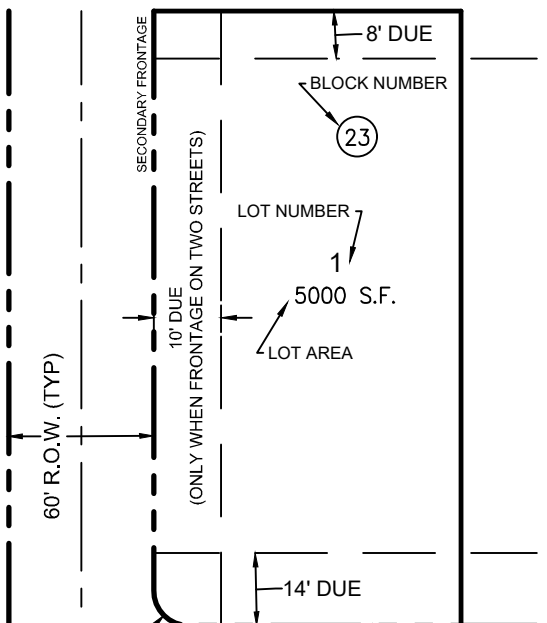
CALL 811
TWO WORKING DAYS
BEFORE YOU DIG
1-800-922-1987

MEADOW RIDGE SUBDIVISION SKETCH PLAN/ PRELIMINARY PLAT

A PART OF SECTIONS 23 AND 24,
TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6th P.M., TOWN OF MEAD
COUNTY OF WELD, STATE OF COLORADO, AS FULLY DESCRIBED IN THE PRELIMINARY PLAT



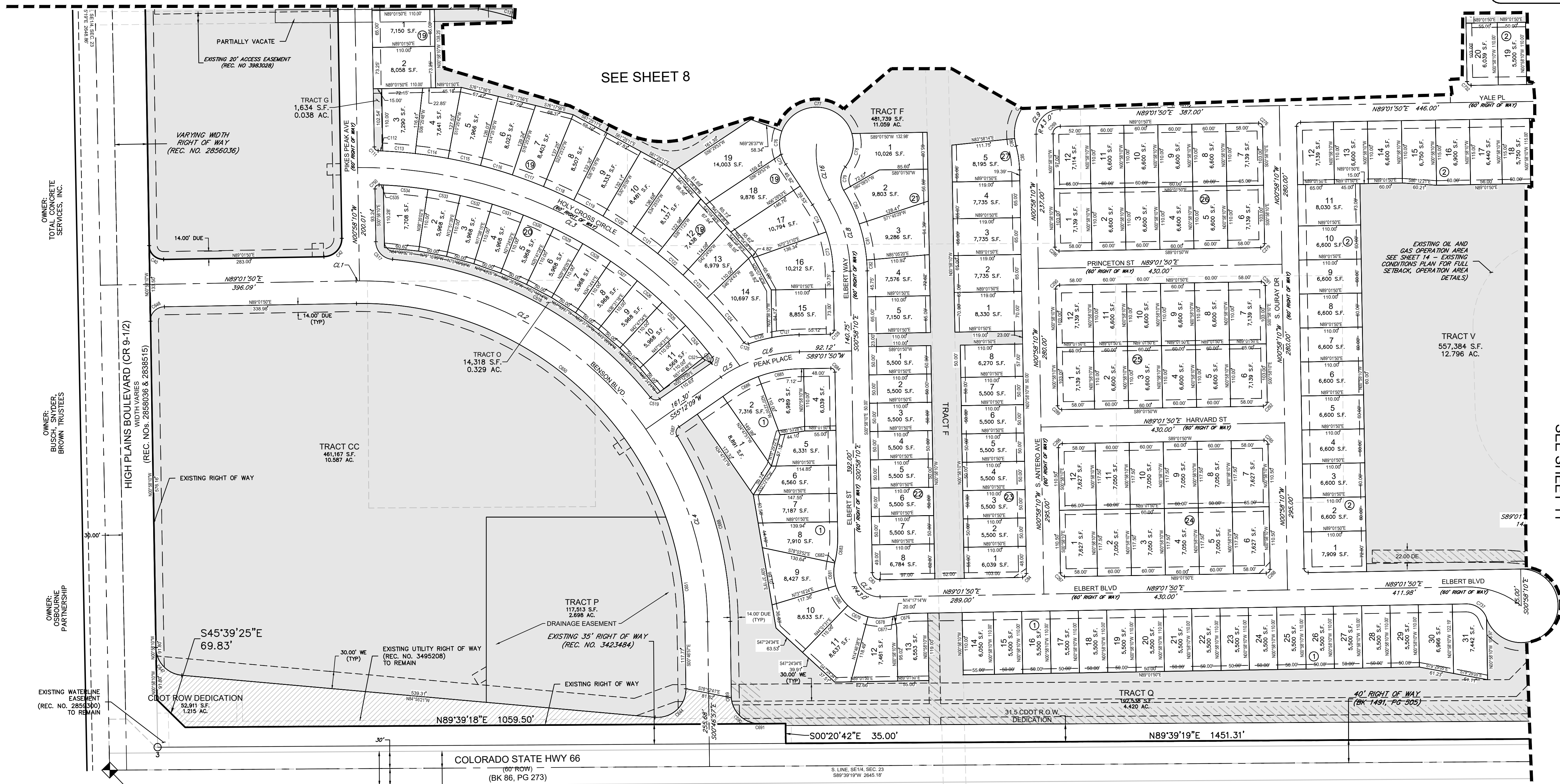
KEYMAP
N.T.S.



TYPICAL LOT LAYOUT
NOT TO SCALE

SEE SHEET 11

SEE SHEET 8



OWNER: DOUTHIT LONGMONT, LLC.

ROAD CENTER LINE CURVE TABLE				
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION
CL1	610.00'	0°33'57"	6.02'	N89°18'48"E
CL2	610.00'	55°36'23"	592.01'	S62°36'02"E
CL3	810.00'	55°57'33"	791.10'	N62°33'50"W
CL4	610.00'	34°00'54"	362.14'	S17°47'24"E
CL5	250.00'	8°54'18"	38.86'	S59°39'18"W
CL6	250.00'	24°55'23"	108.75'	S76°34'09"W
CL7	43.00'	90°00'00"	67.54'	S45°58'10"E
CL8	247.64'	30°45'24"	132.93'	S16°11'56"E
CL9	43.00'	90°00'00"	67.54'	N44°01'50"E
CL16	160.23'	36°40'33"	102.57'	S13°05'26"E



SCALE: 1" = 100'

LEGEND

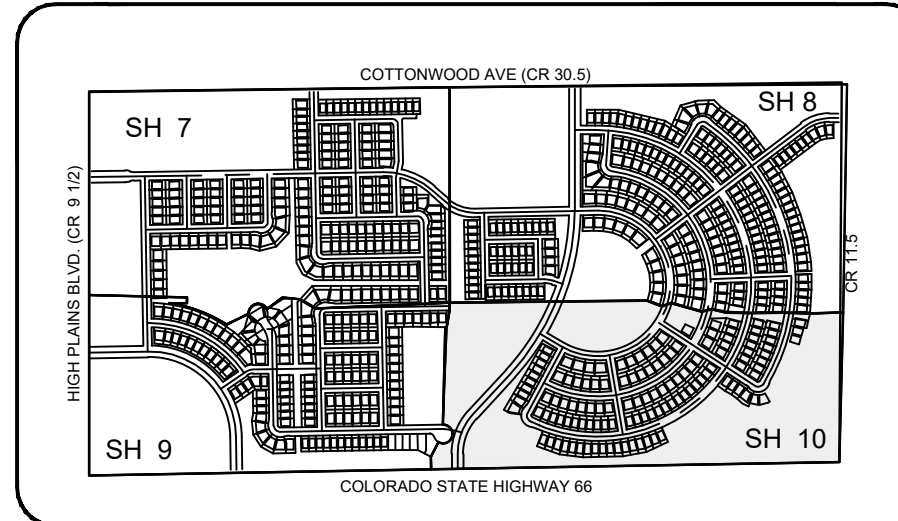
- FOUND SECTION CORNER (AS NOTED)
- FOUND NO. 5 REBAR (NO CAP)
- FOUND REBAR & 2" ALUM. CAP "LS 22097"
- FOUND REBAR & 1-1/2" ALUM. CAP "LS 16406"
- FOUND REBAR & 1-1/2" ALUM. CAP "ILLEGIBLE"
- FOUND REBAR & RED PLASTIC CAP "PLS 22097"
- FOUND REBAR & RED PLASTIC CAP "ILLEGIBLE"
- FOUND #5 REBAR & ORANGE PLASTIC CAP (PLS 25369)

- EX. EXISTING
- R.O.W./ROW RIGHT OF WAY
- PROPOSED ROW TO BE DEDICATED
- EXISTING EASEMENT TO BE VACATED BY SEPARATE INSTRUMENT
- PROPOSED DRAINAGE EASEMENT (DE)
- PROPOSED TRACT TO BE DEDICATED
- DUE DRAINAGE & UTILITY EASEMENT
- DE DRAINAGE EASEMENT
- WE WATER EASEMENT

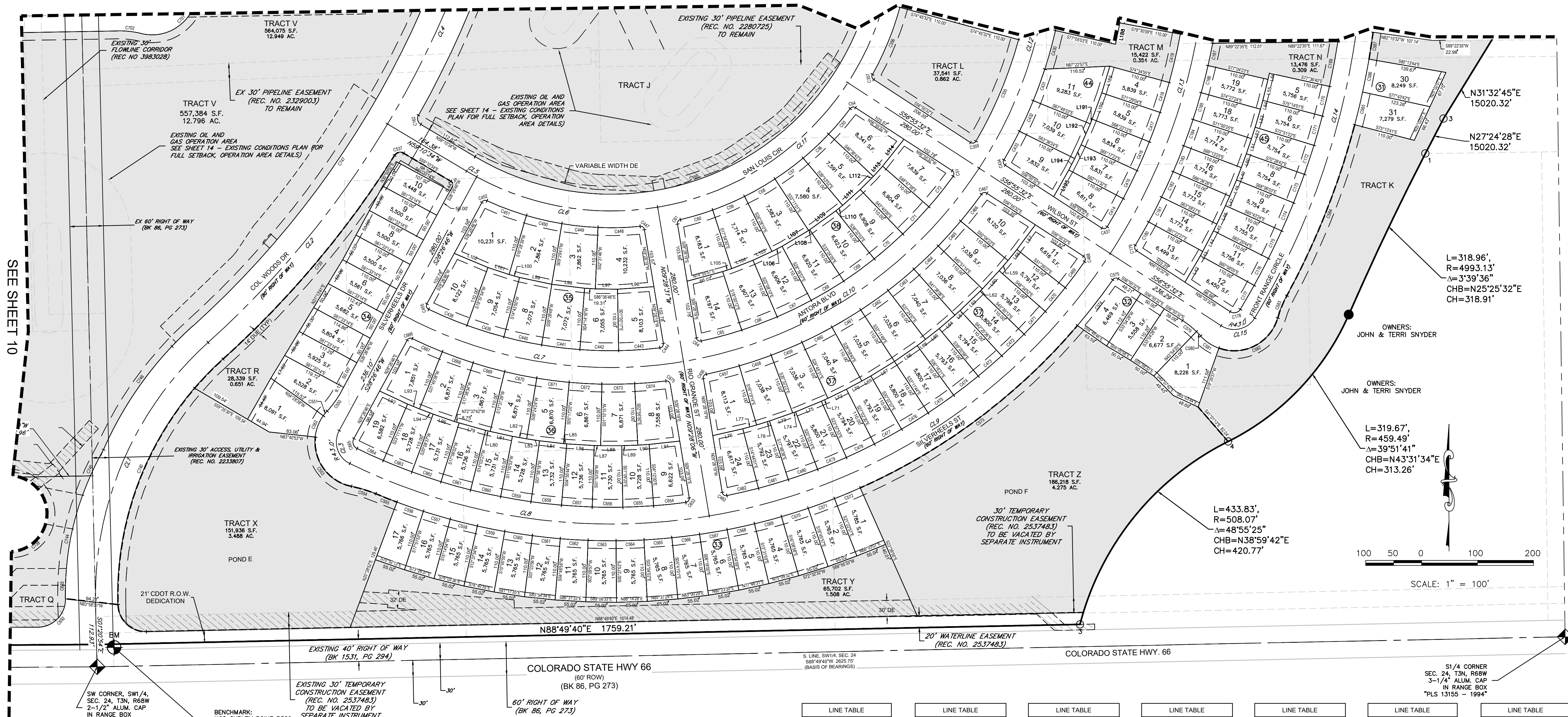
Section a, Item i.			
Sheet Number	Drawn By	Scale	Date
10	THE	AS SHOWN	APRIL 2022
MEADOW RIDGE SUBDIVISION PRELIMINARY PLAT PRELIMINARY PLAT		File No.	Revisions
CMR HOLDING COMPANY, LLC 1288 S CLAYTON ST DENVER, CO 80210		29360	No.
Westwood 10333 E DRY CREEK RD SUITE 240 ENGLEWOOD, CO 80112 TEL: 720.482.9526 WestwoodProfessionalServices, Inc.			Revisions
			Appr.
			Date

MEADOW RIDGE SUBDIVISION SKETCH PLAN/ PRELIMINARY PLAT

A PART OF SECTIONS 23 AND 24,
TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6th P.M., TOWN OF MEAD
COUNTY OF WELD, STATE OF COLORADO, AS FULLY DESCRIBED IN THE PRELIMINARY PLAT



SEE SHEET 9



LEGEND

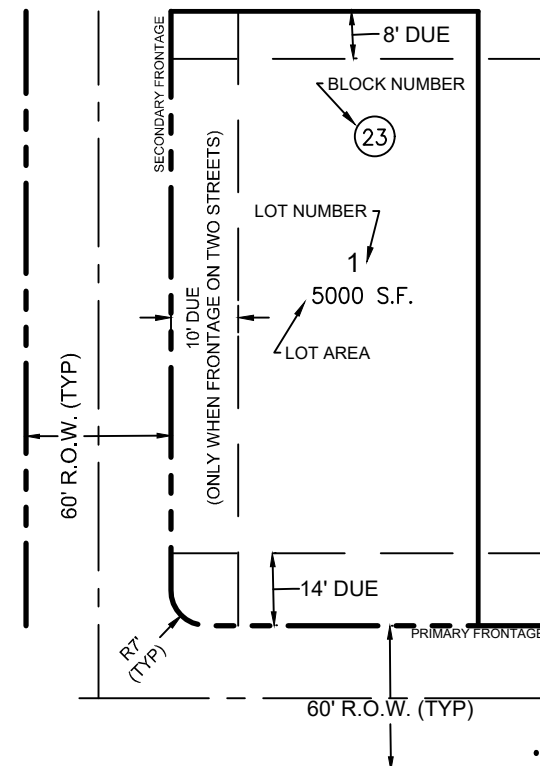
- FOUND SECTION CORNER (AS NOTED)
- FOUND NO. 5 REBAR (NO CAP)
- FOUND REBAR & 2" ALUM. CAP "LS 22097"
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- FOUND #5 REBAR & ORANGE PLASTIC CAP (PLS 25369)

EX. EXISTING

R.O.W./ROW RIGHT OF WAY

- PROPOSED TRACT TO BE DEDICATED
- EXISTING EASEMENT TO BE VACATED BY SEPARATE INSTRUMENT
- PROPOSED DRAINAGE EASEMENT (DE)

DUE DRAINAGE & UTILITY EASEMENT
DE DRAINAGE EASEMENT



N:\PROJECTS\MEADOW RIDGE\SUBDIVISION\PRELIMINARY PLAT.DWG, CAALTON, 4/7/2022 4:38 PM

CALL 811
TWO WORKING DAYS
BEFORE YOU DIG
1-800-922-1987

LINE TABLE			
LINE NO.	DIRECTION	LENGTH	
L1	S41°32'00"E	14.02'	
L2	S42°41'59"E	34.97'	
L3	S43°59'03"E	19.07'	
L4	S44°08'56"E	29.92'	
L5	S45°26'01"E	24.12'	
L6	S47°35'54"E	24.86'	
L7	S48°52'59"E	29.17'	
L8	S50°02'52"E	19.81'	
L9	S51°19'57"E	34.23'	
L10	S52°29'07"E	14.78'	
L11	S54°08'09"E	54.17'	
L12	S34°18'19"E	63.45'	
L13	S31°36'28"E	49.93'	
L14	S27°48'09"E	10.12'	
L15	S28°06'38"E	44.91'	
L16	S30°17'58"E	5.99'	
L17	S31°37'10"E	29.84'	
L18	S32°48'30"E	20.16'	
L19	S24°07'00"E	34.86'	
L20	S25°18'19"E	15.14'	
L21	S26°36'49"E	39.89'	
L22	N66°42'44"E	110.00'	
L23	S19°07'21"E	24.81'	
L24	S20°18'41"E	25.19'	
L25	S14°07'42"E	14.77'	

LINE TABLE			
LINE NO.	DIRECTION	LENGTH	
L26	S15°19'02"E	35.24'	
L27	S16°37'32"E	19.79'	
L28	S17°48'51"E	30.21'	
L29	S05°07'44"E	63.14'	
L30	S07°49'34"E	50.30'	
L31	S09°08'04"E	4.72'	
L32	S10°19'23"E	45.28'	
L33	S11°37'53"E	9.74'	
L34	S12°49'13"E	40.28'	
L35	S02°36'22"W	47.38'	
L36	S07°02'14"W	16.58'	
L37	S05°43'45"W	36.44'	
L38	S03°13'57"W	41.47'	
L39	S02°03'27"W	8.53'	
L40	S00°31'39"W	55.00'	
L41	S04°32'27"W	13.96'	
L42	S30°20'27"W	55.00'	
L43	S28°44'47"W	5.54'	
L44	S27°46'47"W	41.46'	
L45	S26°19'54"W	13.57'	
L46	S25°08'34"W	36.44'	
L47	S23°50'55"W	36.85'	
L48	S22°38'45"W	31.41'	
L49	S21°20'18"W	23.61'	
L50	S20°08'56"W	26.39'	

LINE TABLE			
LINE NO.	DIRECTION	LENGTH	
L51	S18°52'08"W	28.64'	
L52	S17°30'07"W	21.36'	
L53	S16°20'37"W	33.66'	
L54	S15°09'17"W	16.34'	
L55	S13°50'48"W	38.69'	
L56	S12°39'28"W	11.32'	
L57	S36°38'14"W	55.05'	
L58	S39°08'05"W	25.58'	
L59	S40°40'22"W	24.08'	
L60	S42°46'57"W	44.02'	
L61	S47°58'09"W	12.78'	
L62	S44°19'16"W	5.66'	
L63	S46°02'06"W	49.67'	
L64	S49°30'28"W	36.89'	
L65	S51°37'02"W	31.22'	
L66	S50°15'55"W	49.60'	
L67	S58°20'32"W	49.67'	
L68	S57°31'39"W	18.46'	
L69	S60°27'06"W	18.42'	
L70	S61°59'25"W	31.26'	
L71	S63°38'18"W	12.82'	
L72	S64°05'59"W	36.85'	
L73	S70°49'29"W	44.05'	
L74	S69°17'11"W	5.62'	
L75	S67°34'26"W	49.67'	

LINE TABLE			
LINE NO.	DIRECTION	LENGTH	
L76	S77°14'35"W	54.98'	
L77	S74°28'08"E	25.62'	
L78	S72°56'04"W	24.05'	
L79	N74°25'15"W	48.12'	
L80	N76°12'32"E	8.60'	
L81	N77°43'49"W	40.52'	
L82	N79°47'21"W	25.96'	
L83	N81°18'39"W	23.17'	
L84	N83°22'11"W	43.31'	
L85	N84°53'28"W	5.81'	
L86	N86°35'33"W	49.12'	
L87	N88°28'18"W	11.54'	
L88	N89°59'35"W	37.58'	
L89	S87°56'53"W	28.90'	
L90	S86°25'35"W	20.22'	
L91	S83°49'18"W	55.02'	
L92	N85°06'36"W	55.00'	
L93	N87°31'39"W	23.02'	
L94	N89°02'53"W	26.11'	
L95	N71°06'25"W	40.37'	
L96	N86°06'04"E	65.29'	
L97	S89°14'03"E	39.70'	
L98	S89°07'48"E	59.00'	
L99	S77°53'14"E	58.92'	
L100	S74°24'11"E	19.50'	

LINE TABLE			
LINE NO.	DIRECTION	LENGTH	
L101	S71°46'54"E	39.51'	
L102	S67°07'08"E	65.44'	
L103	N65°11'50"E	37.52'	
L104	N68°41'00"E	40.95'	
L105	N71°41'59"E	16.82'	
L106	N62°37'51"E	20.26'	
L107	N59°16'26"E	55.31'	
L108	N56°42'27"E	2.45'	
L109	N54°01'56"E	57.76'	
L110	N50°47'03"E	15.35'	
L111	N48°13'04"E	42.42'	
L112	N44°51'38"E	33.15'	
L113	N42°17'40"E	24.63'	
L114	N38°28'12"E	61.46'	
L115	N31°52'40"W	75.68'	
L116	S02°15'14"W	2.53'	
L117	S05°44'12"W	57.48'	
L118	S02°15'14"W	20.92'	
L119	S00°24'43"E	39.10'	
L120	S03°53'41"E	39.30'	
L121	S06°33'38"E	20.71'	
L122	S10°02'36"E	57.88'	
L123	S12°42'33"E	2.32'	
L124	S15°28'41"E	60.00'	
L125	S18°51'28"E	16.07'	

LINE TABLE			
LINE NO.	DIRECTION	LENGTH	
L126	S21°31'25"E	43.95'	
L127	S25°00'23"E	34.46'	
L128	S27°40'20"E	25.56'	
L129	S31°41'45"E	65.00'	
L130	S42°48'14"E	65.00'	
L131	S46°49'52"E	25.64'	
L132	S49°29'49"E	34.38'	
L133	S52°48'47"E	44.02'	
L134	S55°38'44"E	15.99'	
L135	N54°15'08"E	36.20'	
L136	S61°47'39"E	2.40'	
L137	S64°27'38"E	57.60'	
L138	S67°56'34"E	20.79'	
L139	S70°36'31"E	39.22'	
L140	S74°02'29"E	39.18'	
L141	S76°45'26"E	20.84'	
L142	S80°14'24"E	57.56'	
L143	S82°54'21"E	2.44'	
L144	S87°08'58"E	93.17'	
L145	N89°01'50"E	17.23'	
L146	S82°05'34"E	62.63'	
L147	S79°17'57"E	27.58'	
L148	S77°45'01"E	22.44'	
L149	S75°38'27"E	45.67'	
L150	S74°05'32"E	4.33'	

LINE TABLE			
LINE NO.	DIRECTION	LENGTH	
L151	S66°46'33"E	31.89'	
L152	S67°53'07"E	36.22'	
L153	S70°28'02"E	13.78'	
L154	S72°24'33"E	80.00'	
L155	S65°13'38"E	18.12'	
L156	S63°07'02"E	50.00'	
L157	S60°01'12"E	49.99'	
L158	S57°54'39"E	18.11'	
L159	S56°21'43"E	31.91'	
L160	S54°15'08"E	36.20'	
L161	S52°42'13"E	13.80'	
L162	S50°43'39"E	50.00'	
L163	S49°02'43"E	4.30'	
L164	S47°29'48"E	45.70'	
L165	S45°23'14"E	22.41'	
L166	S43°50'19"E	27.60'	
L167	S41°02'36"E	62.63'	
L168	S38°44'28"E	26.65'	
L169	S37°16'20"E	22.80'	
L170	S33°40'57"E	55.00'	
L171	S27°37'32"E	41.46'	
L172	S26°05'58"E	7.89'	
L173	S24°19'41"E	49.19'	
L174	S22°27'58"E	10.92'	
L175	S20°55'33"E	38.81'	

LINE TABLE			
LINE NO.	DIRECTION	LENGTH	
L176	S05°45'52"E	55.00'	
L177	S08°28'09"E	32.32'	
L178	S10°00'04"E	17.14'	
L179	S12°05'15"E	50.21'	
L180	S15°09'03"E	48.71'	
L181	S17°17'04"E	20.16'	
L182	S18°46'59"E	29.30'	
L183	S20°25'44"W	40.93'	
L184	S05°19'10"W	27.18'	
L185	S03°46'14"W	22.83'	
L186	S01°21'36"W	55.00'	
L187	S09°35'50"W	29.07'	
L188	S11°42'24"W	39.04'	
L189	S16°58'01"W	50.00'	
L190	S20°03'59"W	50.00'	
L191	S21°53'37"W	9.06'	
L192	S23°03'37"W	40.94'	
L193	S25°33'07"W	27.17'	
L194	S27°06'02"W	22.84'	
L195	S29°30'41"W	55.00'	

OWNER: BAREFOOT, LLC.

CENTER LINE CURVE TABLE				
CURVE NO.	RADIUS	DELTA	CHORD LENGTH	CHORD DIRECTION
CL1	610.00'	49°17'59"	524.87'	S23°18'05"W
CL2	1700.00'	17°06'21"	507.54'	S39°23'54"W
CL3	43.00'	92°24'21"	69.35'	S17°45'24"E
CL4	1700.00'	12°52'02"	381.78'	S24°24'42"W
CL5	505.00'	2°21'59"	20.86'	N60°21'34"W
CL6	505.00'	37°55'18"	334.24'	N80°30'13"W
CL7	785.00'	37°55'18"	519.56'	S80°30'27"E
CL8	1065.00'	35°30'31"	660.02'	S81°42'50"E
CL9	1065.00'	47°27'28"	882.14'	N56°48'10"E
CL10	785.00'	47°27'28"	650.21'	N56°48'10"E
CL11	505.00'	47°27'45"	418.33'	S56°48'16"W
CL12	785.00'	35°16'31"	483.30'	N15°26'10"E
CL13	1065.00'	35°16'31"	655.69'	N15°26'10"E
CL14	1345.00'	33°22'56"	783.64'	N14°29'25"E
CL15	43.00'	91°53'35"	68.96'	N77°07'40"E

Section a, Item i.			
SHEET NUMBER	DRAWN BY:	CHECKED BY:	DATE:
11	TJB	TJO	APRIL 2022
MEADOW RIDGE SUBDIVISION PRELIMINARY PLAT PRELIMINARY PLAT	SCALE: AS SHOWN	FILE NO: 29360	Revisions
CMR HOLDING COMPANY, LLC 1288 S CLAYTON ST DENVER, CO 80210	Westwood	10333 E DRY CREEK RD. SUITE 240 ENGLEWOOD, CO 80112 TEL: 720.482.9526 Westwoods.com Westwood Professional Services, Inc.	Date
Westwood	10333 E DRY CREEK RD. SUITE 240 ENGLEWOOD, CO 80112 TEL: 720.482.9526 Westwoods.com Westwood Professional Services, Inc.	Date	Date

MEADOW RIDGE SUBDIVISION SKETCH PLAN/ PRELIMINARY PLAT

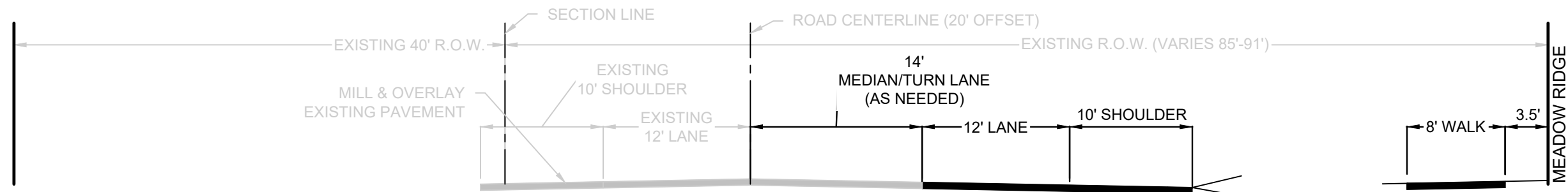
A PART OF SECTIONS 23 AND 24,
TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6th P.M.,TOWN OF MEAD
COUNTY OF WELD, STATE OF COLORADO, AS FULLY DESCRIBED IN THE PRELIMINARY PLAT

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	25.00'	90°23'27"	39.44'	N44°13'33"E	35.48'
C4	12.00'	85°16'15"	17.86'	S47°56'36"E	16.28'
C5	12.00'	42°0'19"	0.91'	S03°08'19"E	0.91'
C7	7.00'	90°00'00"	11.00'	S44°01'50"W	9.90'
C14	280.00'	183°00'00"	90.81'	S79°46'50"W	90.02'
C14	570.00'	130°31'8"	129.88'	S82°30'11"W	129.60'
C16	25.00'	89°59'49"	39.27'	N45°58'15"W	35.35'
C17	25.08'	0°00'11"	0.00'	N00°58'15"W	0.00'
C18	280.00'	92°59'55"	46.42'	N05°43'07"W	46.37'
C19	280.00'	95°0'00"	43.99'	N14°58'07"W	43.94'
C21	12.00'	90°00'00"	18.85'	N25°31'50"E	16.97'
C23	495.00'	12°14'56"	105.82'	N74°40'00"E	31.73'
C24	220.00'	107°31'41"	39.27'	N83°55'00"E	39.22'
C26	7.00'	90°00'00"	11.00'	S45°58'10"E	9.90'
C32	7.00'	90°00'00"	11.00'	S44°01'50"W	9.90'
C35	7.00'	90°00'00"	11.00'	S45°58'10"W	9.90'
C40	25.00'	90°00'00"	39.27'	S45°58'10"E	35.35'
C42	32.00'	90°00'00"	50.27'	N44°01'50"E	45.25'
C44	220.00'	183°00'00"	71.03'	N107°31'00"W	70.73'
C46	22.00'	85°33'43"	32.85'	N05°29'52"W	29.88'
C47	650.00'	140°34'33"	159.53'	S81°59'58"W	159.13'
C49	25.00'	89°59'59"	39.27'	S44°01'50"W	35.35'
C51	9.21'	0°00'02"	0.00'	S00°58'10"E	0.00'
C52	7.00'	92°59'54"	11.34'	N45°30'30"W	10.14'
C54	7.00'	86°55'12"	10.52'	S80°01'50"W	9.56'
C55	535.00'	62°4'02"	59.78'	S40°11'16"W	59.73'
C56	535.00'	84°2'51"	62.89'	S46°44'35"W	62.66'
C57	535.00'	84°2'51"	62.89'	S53°27'34"W	62.66'
C58	535.00'	84°2'51"	62.89'	S60°10'25"W	62.66'
C59	535.00'	63°8'42"	62.05'	S66°51'11"W	62.01'
C60	535.00'	62°6'42"	60.18'	S73°23'54"W	60.15'
C61	7.00'	86°55'33"	10.52'	S33°34'28"W	9.56'
C64	7.00'	92°49'49"	11.34'	S55°53'13"E	10.14'
C65	755.00'	54°2'05"	75.13'	N74°50'59"E	75.10'
C66	755.00'	50°7'58"	67.63'	N89°25'49"E	67.61'
C67	755.00'	50°7'58"	67.63'	N64°17'51"E	67.61'
C68	755.00'	50°7'58"	67.63'	N59°09'58"E	67.61'
C69	755.00'	50°7'58"	67.63'	N54°01'54"E	67.61'
C70	755.00'	50°7'58"	67.63'	N48°53'55"E	67.61'
C71	755.00'	50°7'58"	67.63'	N43°46'01"E	67.61'
C72	755.00'	51°7'30"	69.73'	N38°33'17"E	69.70'
C73	220.00'	182°45'27"	70.71'	N101°53'56"W	70.41'
C74	220.00'	140°2'03"	53.89'	N28°28'06"W	53.75'
C75	65.00'	17°04'04"	19.36'	N24°58'00"W	19.29'
C76	65.00'	36°59'26"	41.96'	N20°03'40"E	41.24'
C77	65.00'	142°48'05"	162.00'	S80°02'45"E	123.21'
C78	65.00'	54°58'44"	62.37'	S10°50'51"W	60.01'
C79	37.00'	68°10'22"	44.02'	S04°15'02"W	41.47'
C80	280.00'	131°11'11"	64.44'	S24°50'06"E	64.30'
C81	280.00'	131°59'51"	65.15'	S11°34'35"E	65.00'
C82	189.00'	356°30"	19.26'	S02°56'55"E	19.26'
C84	13.00'	90°00'00"	20.42'	S45°58'10"E	18.38'
C86	188.00'	90°00'00"	11.00'	N44°01'50"E	9.90'
C87	188.00'	143°33'47"	42.70'	N08°15'04"W	42.59'
C88	81.00'	93°01'11"	13.43'	N10°46'51"W	13.42'
C89	81.00'	76°45'03"	108.50'	N32°20'46"E	100.57'
C90	188.00'	32°52'20"	46.47'	N87°09'27"E	45.84'
C91	168.00'	62°03'33"	19.01'	S79°38'55"E	19.00'
C92	168.00'	80°4'44"	23.69'	S86°55'48"E	23.67'
C93	7.00'	90°00'00"	11.00'	N44°01'50"E	9.90'
C94	7.00'	90°00'00"	11.00'	N45°58'10"W	9.90'
C95	168.00'	143°33'47"	42.70'	S81°44'56"W	42.59'
C96	81.00'	143°33'47"	20.59'	S81°44'56"W	20.53'
C97	81.00'	39°39'20"	56.06'	N71°08'30"W	54.95'
C98	81.00'	38°00'28"	53.73'	N32°18'36"W	52.75'
C99	81.00'	26°53'58"	38.03'	N00°08'38"E	37.68'
C100	168.00'	93°34'24"	28.31'	N08°45'55"E	28.28'
C101	168.00'	45°43'23"	11.39'	N01°29'02"E	14.38'
C102	7.00'	90°00'00"	11.00'	N45°58'10"W	9.90'
C103	7.00'	90°00'00"	11.00'	S44°01'50"W	9.90'
C104	168.00'	143°33'47"	42.70'	S08°15'04"E	42.59'
C105	81.00'	34°2'48"	5.25'	S13°40'33"E	5.25'
C106	81.00'	35°43'54"	50.48'	S06°02'07"W	49.67'
C107	81.00'	37°32'29"	53.07'	S42°39'39"W	52.15'
C108	168.00'	42°09'43"	59.61'	S82°30'45"W	58.27'
C109	168.00'	103°00'11"	88.41'	N81°42'24"W	31.04'
C110	168.00'	35°7'46"	11.62'	N88°59'17"W	11.62'
C111	7.00'	90°00'00"	11.00'	S44°01'50"W	9.90'
C112	7.00'	87°04'37"	10.64'	S44°30'28"E	9.64'
C113	840.00'	03°41'55"	8.37'	N45°58'10"E	8.37'
C114	840.00'	35°50'21"	57.43'	S85°31'43"E	57.42'
C115	840.00'	35°50'33"	58.62'	S81°34'13"E	58.60'
C116	840.00'	35°50'33"	58.62'	S77°34'22"E	58.60'
C117	840.00'	35°50'33"	58.62'	S69°34'35"E	58.60'

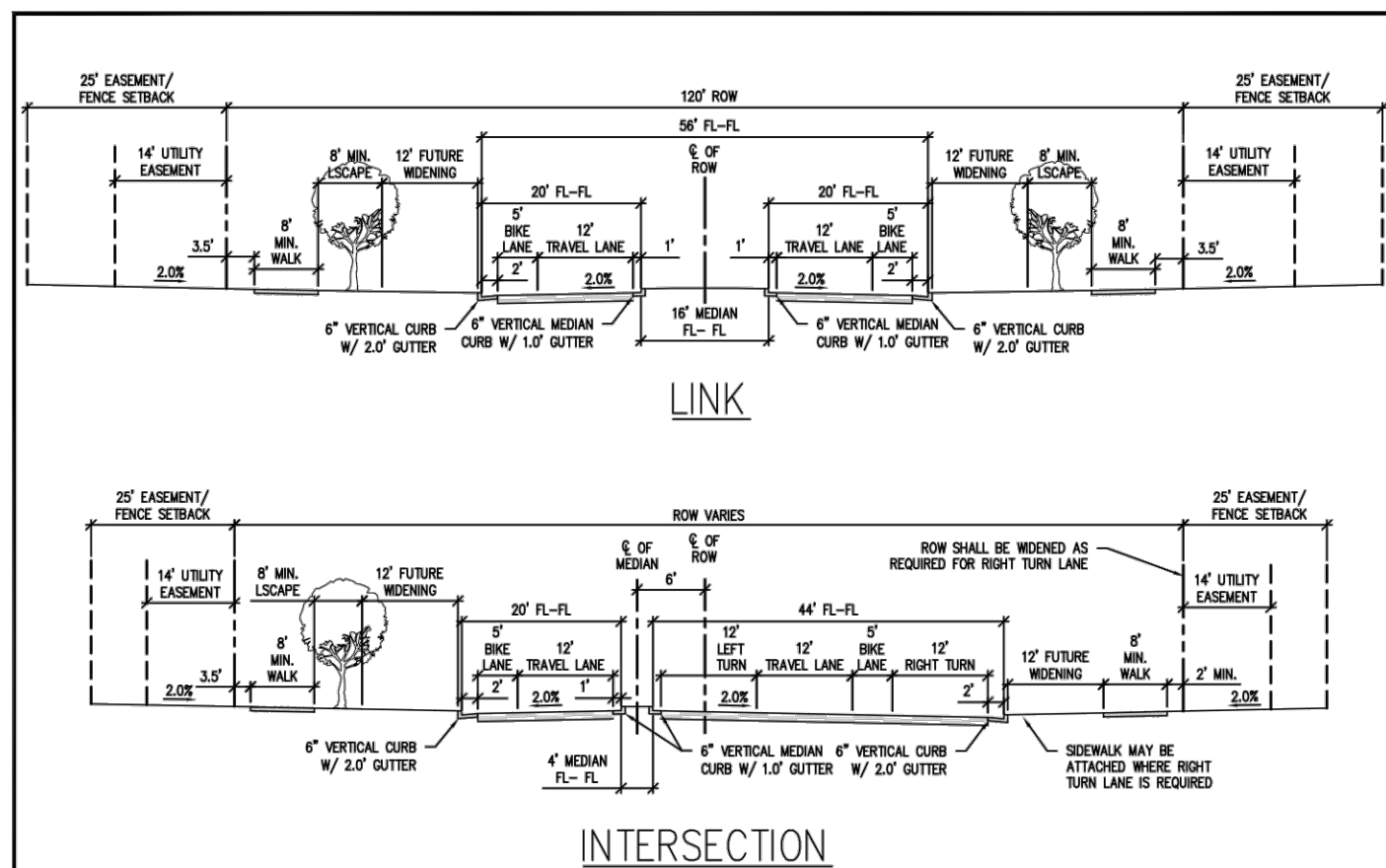
CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C118	840.00'	35°59'33"	58.62'	S85°34'41"E	58.60'
C119	840.00'	35°59'33"	58.62'	S81°34'48"E	58.60'
C120	840.00'	35°59'33"	58.62'	S57°34'54"E	58.60'
C121	840.00'	35°59'33"	58.62'	S53°35'01"E	58.60'
C122	840.00'	35°59'33"	58.62'	S49°35'07"E	58.60'
C123	840.00'	35°59'33"	58.62'	S45°35'14"E	58.60'
C124	840.00'	6°58'02"	102.14'	S40°06'16"E	102.08'
C125	7.00'	72°58'15"	8.92'	S73°06'23"E	8.32'
C126	280.00'	8°48'37"	42.89'	N74°47'48"E	42.85'
C127	280.00'	9°50'43"	48.11'	N84°06'28"E	48.05'
C128	7.00'	90°00'00"	11.00'	N44°01'50"E	9.90'
C129	495.00'	12°14'56"	105.82'	S73°34'29"E	105.62'
C130	7.00'	90°00'00"	11.00'	N44°01'50"E	9.90'
C132	7.00'	90°00'00"	11.00'	N45°58'10"W	9.90'
C137	7.00'	90°00'00"	11.00'	N44°01'50"E	9.90'
C138	7.00'	90°00'00"	11.00'	N44°01'50"E	9.90'
C139	12.00'	93°09'02"	19.51'	S44°23'39"E	17.43'
C140	1660.00'	14°20'12"	415.37'	S09°20'56"W	414.28'
C141	12.00'	60°10'12"	12.60'	S46°36'10"W	12.03'
C142	12.00'	31°17'25"	6.55'	N87°40'01"W	6.47'
C143	230.00'	16°54'33"	75.93'	N81°28'45"W	75.58'
C144	7.00'	89°58'01"	10.99'	N45°57'11"W	9.90'
C145	12.00'	87°02'12"	18.23'	N45°30'44"E	16.53'
C146	475.00'	21°14'38"	175.83'	S14°53'39"W	913.67'
C147	12.00'	88°38'50"	18.57'	N45°10'09"W	16.77'
C148	1740.00'	27°28'37"	634.44'	N15°43'07"E	826.47'
C149	7.00'	91°37'05"	11.19'	S46°23'20"E	10.04'
C150	1315.00'	22°51'15"	55.56'	S00°37'46"W	55.56'
C151	1315.00'	22°22'39"	54.57'	S03°01'47"W	54.56'
C152	1315.00'	22°22'39"	54.57'	S05°24'24"W	54.56'
C153	1315.00'	21°54'42"	51.91'	S07°43'19"W	51.91'
C154	1315.00'	21°54'42"	51.91'	S10°37'24"W	51.91'
C155	1315.00'	22°22'39"	54.57'	S13°34'39"W	54.56'
C156	1315.00'	22°22'39"	54.57'	S15°57'19"W	54.56'
C157	1315.00'	22°22'39"	54.57'	S18°19'59"W	54.56'
C158	1315.00'	22°22'39"	54.57'	S20°42'37"W	54.56'
C159	1315.00'	22°22'39"	54.56'	S23°05'10"W	54.56'
C160	1315.00'	22°22'39"	54.57'	S25°27'56"W	54.57'
C161	1315.00'	22°22'39"	54.57'	S27°50'32"W	54.56'
C162	1315.00'	22°22'39"	54.57'	S30°06'24"W	49.33'
C163	13.00'	91°53'35"	20.85'	S77°07'47"W	18.69'
C164	7.00'	88°04'31"	10.76'	N12°53'17"E	9.73'
C165	1095.00'	23°12'27"	48.24'	N29°53'15"E	48.23'
C166	1095.00'	23°59'50"	50.00'	N27°19'03"E	50.00'
C167	1095.00'	23°59'50"	50.00'	N24°42'04"E	50.00'
C168	1095.00'	23°59'50"	50.00'	N22°05'04"E	50.00'
C169	1095.00'	23°59'50"	50.00'	N18°28'05"E	50.00'
C170	1095.00'	23°59'50"	50.00'	N16°51'06"E	50.00'
C171	1095.00'	23°59'50"	50.00'	N14°14'06"E	50.00'
C172	1095.00'	20°8'27"	40.91'	N10°15'23"E	40.91'
C173	1095.00'	31°8'23"	63.19'	N07°07'56"E	63.18'
C174	1095.00'	23°59'50"	50.00'	N06°10'17"E	50.00'
C175	1095.00'	23°59'50"	50.00'	N03°33'17"E	50.00'
C176	1095.00'	23°12'28"	48.24'	N00°59'05"E	48.23'
C177	7.00'	88°04'46"	10.76'	N43°45'44"E	9.73'
C178	12.00'	90°59'10"	19.05'	S45°29'05"E	17.73'
C179	535.00'	81°10'27"	76.31'	S86°53'00"E	76.24'
C180	535.00'	67°56'56"	65.04'	S78°18'52"E	65.00'
C181	535.00'	67°56'56"	65.04'	S72°20'57"E	65.00'
C182	535.00'	67°56'56"	65.04'	S65°23'01"E	65.00'
C183	535.00'	67°56'56"	65.04'	S58°25'05"E	65.00'
C184	535.00'	67°56'56"	65.04'	S51°27'10"E	65.00'
C185	535.00'	64°08'09"	63.52'	S44°34'07"E	63.48'
C186	7.00'	92°53'08"	10.51'	S84°20'12"E	9.55'
C187	7.00'	86°10'07"	11.34'	N06°20'31"E	10.14'
C188	755.00'	59°36'34"	73.92'	S43°53'15"E	73.89'
C189	755.00'	59°54'54"	70.26'	N49°21'29"W	70.23'
C190	755.00'	59°54'54"	70.26'	N53°41'34"W	70.23'
C191	755.00'	59°54'54"	70.26'	N59°01'18"W	70.23'
C192	755.00'	59°54'54"	70.26'	N64°21'12"W	70.23'
C193	755.00'	59°54'54"	70.26'	N69°41'07"W	70.23'
C194	755.00'	59°54'54"	70.26'	N75°01'01"W	70.23'
C195	755.00'	05°05'07"	51.12'	N77°43'31"W	1.12'
C196	168.00'	17°12'27"	50.89'	N86°26'46"W	50.70'
C197	81.00'	12°34'13"	17.78'	N88°50'36"W	17.73'
C198	81.00'	30°47'13"	43.52'	N67°10'08"W	43.00'
C199	81.00'	28°10'28"	44.24'	N37°11'15"W	40.80'
C200	81.00'	31°21'39"	44.34'	N06°55'15"W	43.78'
C201	81.00'	9°55'01"	14.02'	N13°45'03"E	14.00'
C202	168.00'	14°33'47"	42.70'	N11°23'42"E	42.99'
C203	7.00'	92°04'02"	11.25'	N45°51'12"W	10.98'
C204	1035.00'	2°02'47"	6.97'	N88°56'37"W	36.96'
C205	13.00'	90°00'00"	20.42'	S45°00'00"W	18.38'
C206	7.00'	90°00'00"	11.00'	S44°01'50"W	9.90'
C207	7.00'	90°00'00"	11.00'	N45°58'10"W	9.90'
C208	7.00'	90°00'00"	11.00'	N44°01'50"E	9.90'

MEADOW RIDGE SUBDIVISION SKETCH PLAN/ PRELIMINARY PLAT

A PART OF SECTIONS 23 AND 24,
TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6th P.M., TOWN OF MEAD
COUNTY OF WELD, STATE OF COLORADO, AS FULLY DESCRIBED IN THE PRELIMINARY PLAT

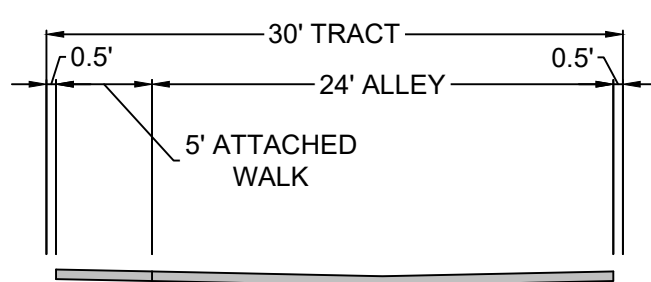


HIGH PLAINS BLVD (CR 9.5) PHASE 1 IMPROVEMENT

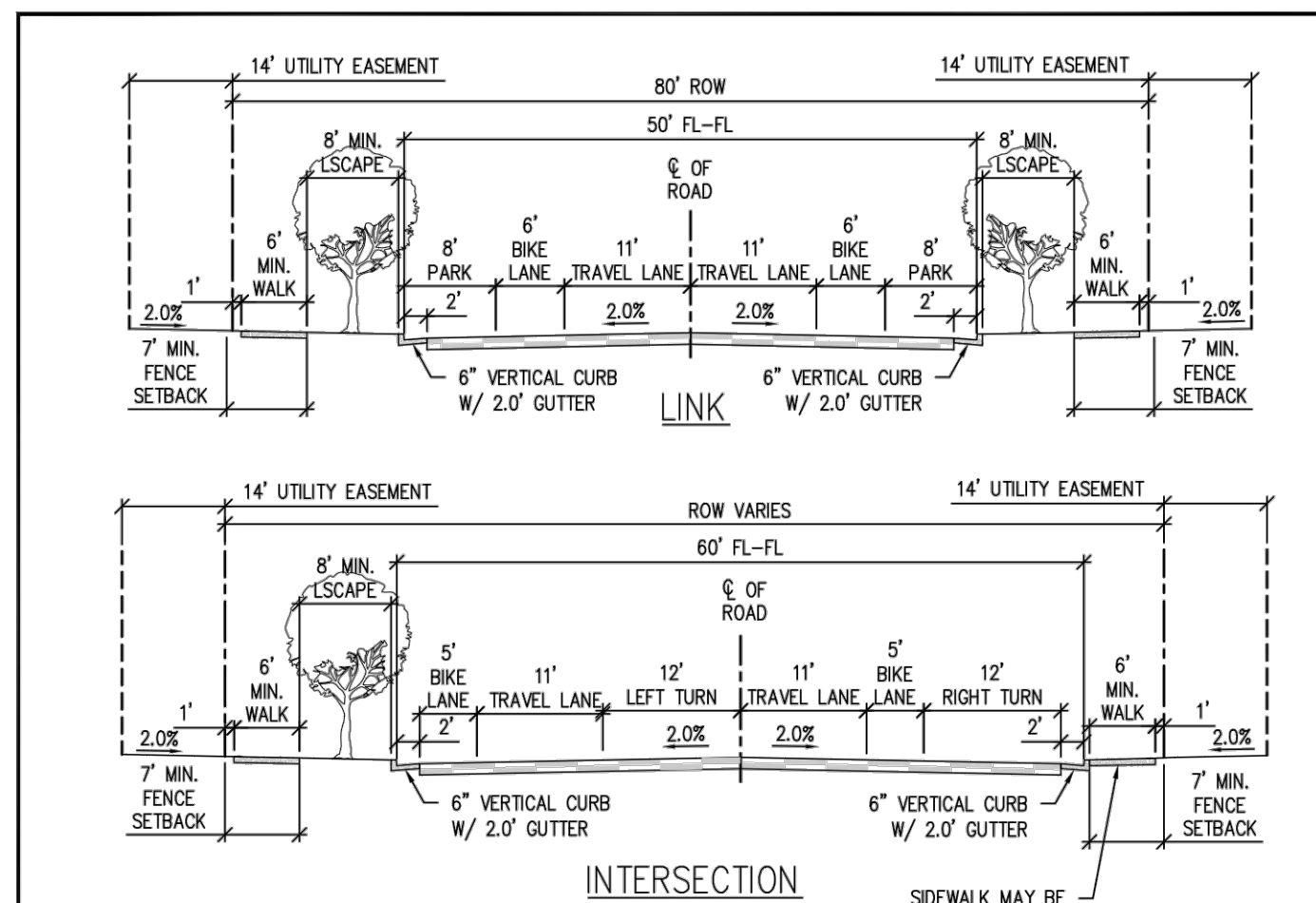


ROADWAY WIDTH: 56' BETWEEN INTERSECTIONS; WIDEN AT INTERSECTION AS NEEDED.
RIGHT OF WAY WIDTH: 120' MIN. BETWEEN INTERSECTIONS; WIDEN AT INTERSECTIONS AS NEEDED.
TRAVEL LANES: 2 LANES AT 12' WIDE (EXCLUSIVE OF GUTTER OR MIN. 12' WHERE NO GUTTER).
LEFT TURN LANE: 12' WIDE, REQUIRED AT INTERSECTION.
BIKE LANES: 2 LANES, 5' WIDE MIN. (EXCLUSIVE OF GUTTER).
PARKING: NONE
SIDEWALK: 8' MIN. WIDE IF DETACHED BY AT LEAST 8'. ADDITIONAL WIDTH MAY BE REQUIRED FOR HIGHER PEDESTRIAN TRAFFIC IN AND LEADING TO ACTIVITY AREAS.
MEDIAN: 16' WIDE (FLOWLINE TO FLOWLINE), 4' IN LEFT TURN AREA. COLORED CONCRETE OR LANDSCAPED.
DESIGN SPEED: 50 MPH
POSTED SPEED: 40 MPH
ACCESS: NO PRIMARY ACCESS TO INDIVIDUAL LOTS PERMITTED. 1/2 MILE SPACING TO SIGNALIZED INTERSECTIONS IS REQUIRED.
CONTINUITY: UNLIMITED.
FENCES: FENCES SHALL BE PLACED OUTSIDE OF THE LANDSCAPING AND PEDESTRIAN EASEMENT. (25' FROM ROW)
LANDSCAPING: TREE LAWN, MEDIAN, AND BUFFER AREA LANDSCAPING MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR HOA.
CURB AND GUTTER: VERTICAL CURB AND GUTTER.
OR 9.5 (HIGH PLAINS BOULEVARD); ADDITIONAL REQUIREMENTS MAY APPLY. SEE CDOT FOR SPECIFIC DESIGN CRITERIA.

	TOWN OF MEAD STANDARD DESIGN CRITERIA	D3.01B
	2-LANE MAJOR ARTERIAL STREET	DATE: 04/2021

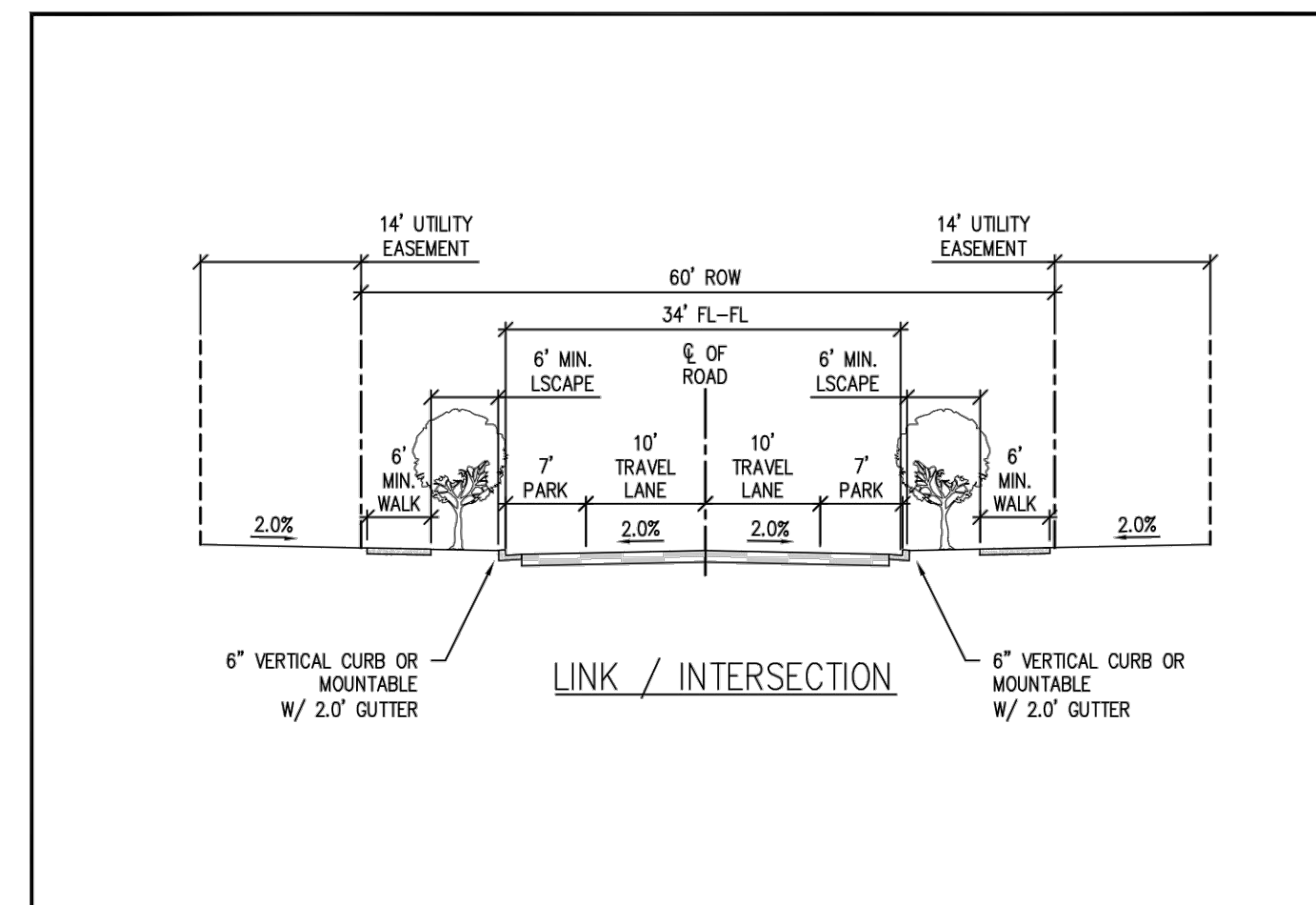


30' ALLEY



ROADWAY WIDTH: 50' BETWEEN INTERSECTIONS; WIDEN AT INTERSECTIONS AS NEEDED.
RIGHT OF WAY WIDTH: 80' MIN. BETWEEN INTERSECTIONS; WIDEN AT INTERSECTIONS AS NEEDED.
TRAVEL LANES: 2 LANES AT 11' WIDE (EXCLUSIVE OF GUTTER OR MIN. 12' WHERE NO GUTTER).
LEFT TURN LANE: 12' WIDE, AT INTERSECTION WHERE NEEDED.
BIKE LANES: 2 LANES, 8' WIDE MIN. (EXCLUSIVE OF GUTTER), 7' WIDE WHERE ADJACENT TO CURB.
PARKING: TWO LANES, 8' WIDE (MIN.); PARKING MAY BE REMOVED AT CERTAIN LOCATIONS TO PROVIDE A LEFT TURN LANE WHERE NEEDED.
SIDEWALK: 6' MIN. WIDE (MIN.) ADDITIONAL WIDTH MAY BE REQUIRED IF ATTACHED OR FOR HIGHER PEDESTRIAN TRAFFIC IN OR LEADING TO ACTIVITY AREAS.
MEDIAN: NOT REQUIRED, EXCEPT WHERE NECESSARY TO CONTROL ACCESS AND/OR TO PROVIDE PEDESTRIAN REFUGE. ADDITIONAL ROADWAY AND ROW WIDTH MAY BE REQUIRED.
DESIGN SPEED: 40 MPH
POSTED SPEED: 25-30 MPH
ACCESS: ACCESS WILL BE LIMITED. POINTS OF ACCESS MUST BE APPROVED BY THE LOCAL ENTITY.
CONTINUITY: THE STREET SHALL BE CONTINUOUS FOR NO MORE THAN 1,320 FT.
FENCES: FENCES SHALL BE PLACED OUTSIDE OF THE ROW.
LANDSCAPING: TREE LAWN, MEDIAN, AND BUFFER AREA LANDSCAPING MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR HOA.
CURB AND GUTTER: VERTICAL CURB AND GUTTER.

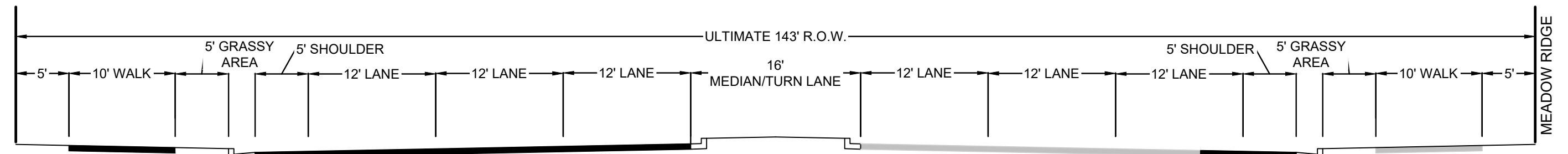
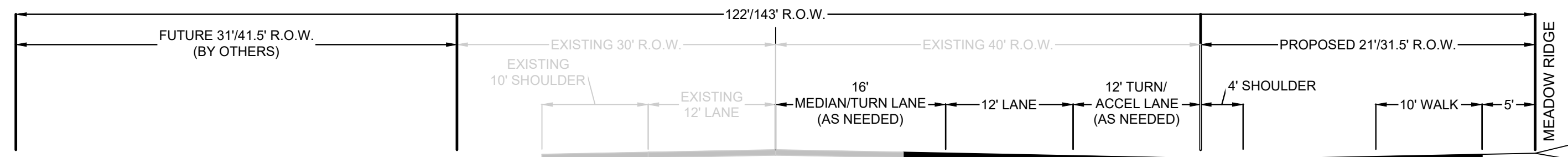
	TOWN OF MEAD STANDARD DESIGN CRITERIA	D3.03
	MAJOR RESIDENTIAL COLLECTOR AND BUSINESS COLLECTOR STREET	DATE: 04/2021



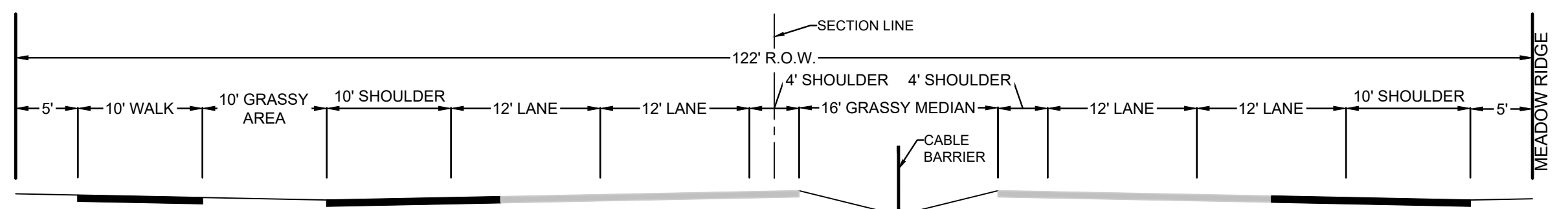
ROADWAY WIDTH: 36' BETWEEN INTERSECTIONS; WIDEN AT INTERSECTIONS AS NEEDED.
RIGHT OF WAY WIDTH: 50' MIN.
TRAVEL LANES: 2 LANES AT 11' WIDE (EXCLUSIVE OF GUTTER OR MIN. 12' WHERE NO GUTTER).
LEFT TURN LANE: NONE.
BIKE LANES: SHARED STREET.
PARKING: TWO LANES, 7' WIDE SHARED WITH BIKE LANE.
SIDEWALK: 6' MIN. WIDE (MIN.) ADDITIONAL WIDTH MAY BE REQUIRED IF ATTACHED OR FOR HIGHER PEDESTRIAN TRAFFIC IN OR LEADING TO ACTIVITY AREAS.
MEDIAN: NOT REQUIRED, EXCEPT WHERE NECESSARY TO CONTROL ACCESS AND/OR TO PROVIDE PEDESTRIAN REFUGE. ADDITIONAL ROADWAY AND ROW WIDTH MAY BE REQUIRED.
DESIGN SPEED: 25 MPH
POSTED SPEED: 25 MPH
ACCESS: NO LIMIT.
CONTINUITY: THE STREET SHALL BE CONTINUOUS FOR NO MORE THAN 660 FT.
FENCES: FENCES SHALL BE PLACED OUTSIDE OF THE ROW.
LANDSCAPING: TREE LAWN, MEDIAN, AND BUFFER AREA LANDSCAPING MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR HOA.
CURB AND GUTTER: VERTICAL OR MOUNTABLE CURB AND GUTTER.

	TOWN OF MEAD STANDARD DESIGN CRITERIA	D3.05
	RESIDENTIAL LOCAL STREET	DATE: 04/2021

STATE HIGHWAY 66 IMPROVEMENTS BY MEADOW RIDGE



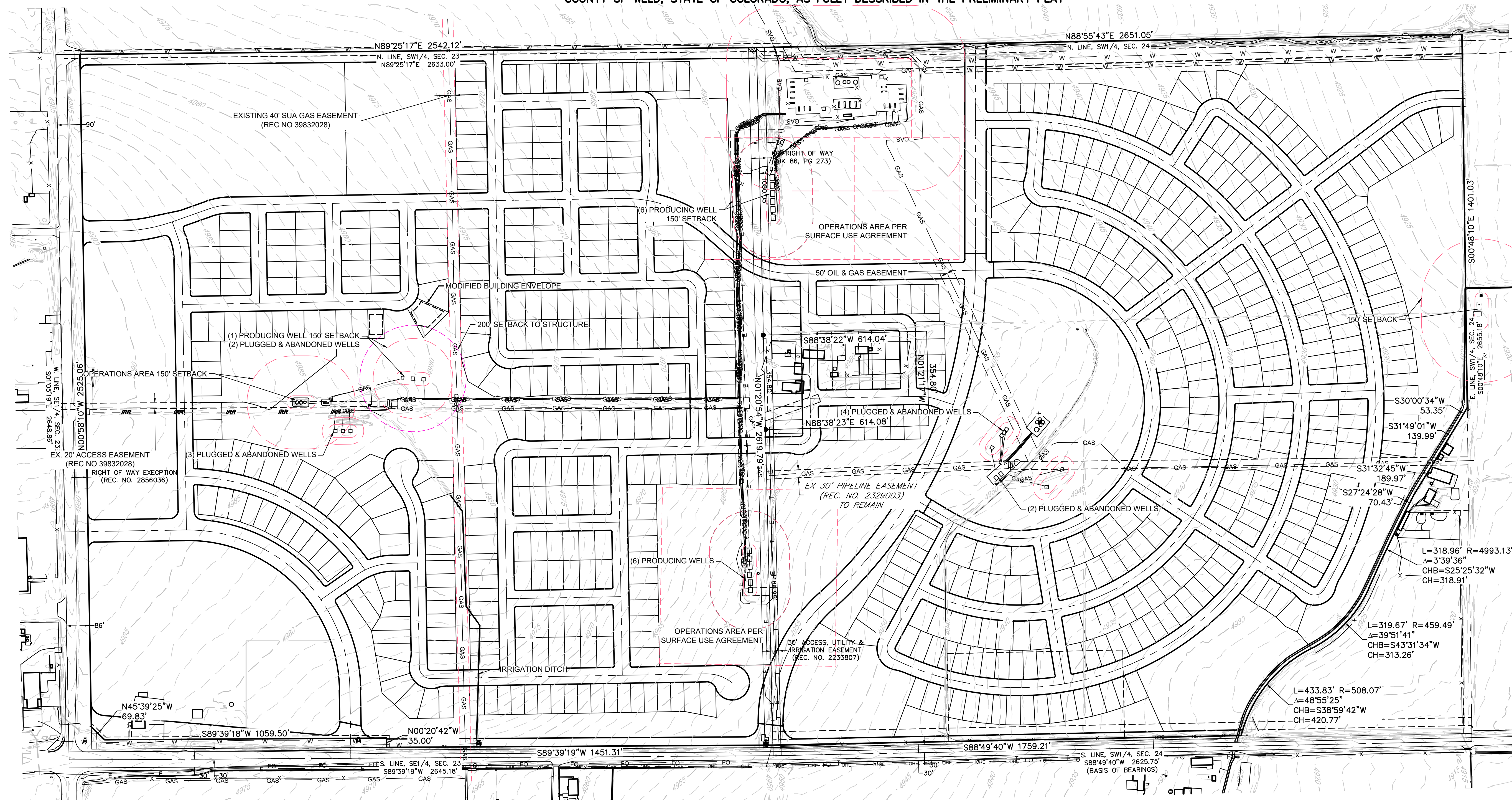
STATE HIGHWAY 66 - WEST OF COL WOODS DR. ULTIMATE IMPROVEMENTS (BY OTHERS) PER CDOT SH66 PEL STUDY (MARCH 2020)



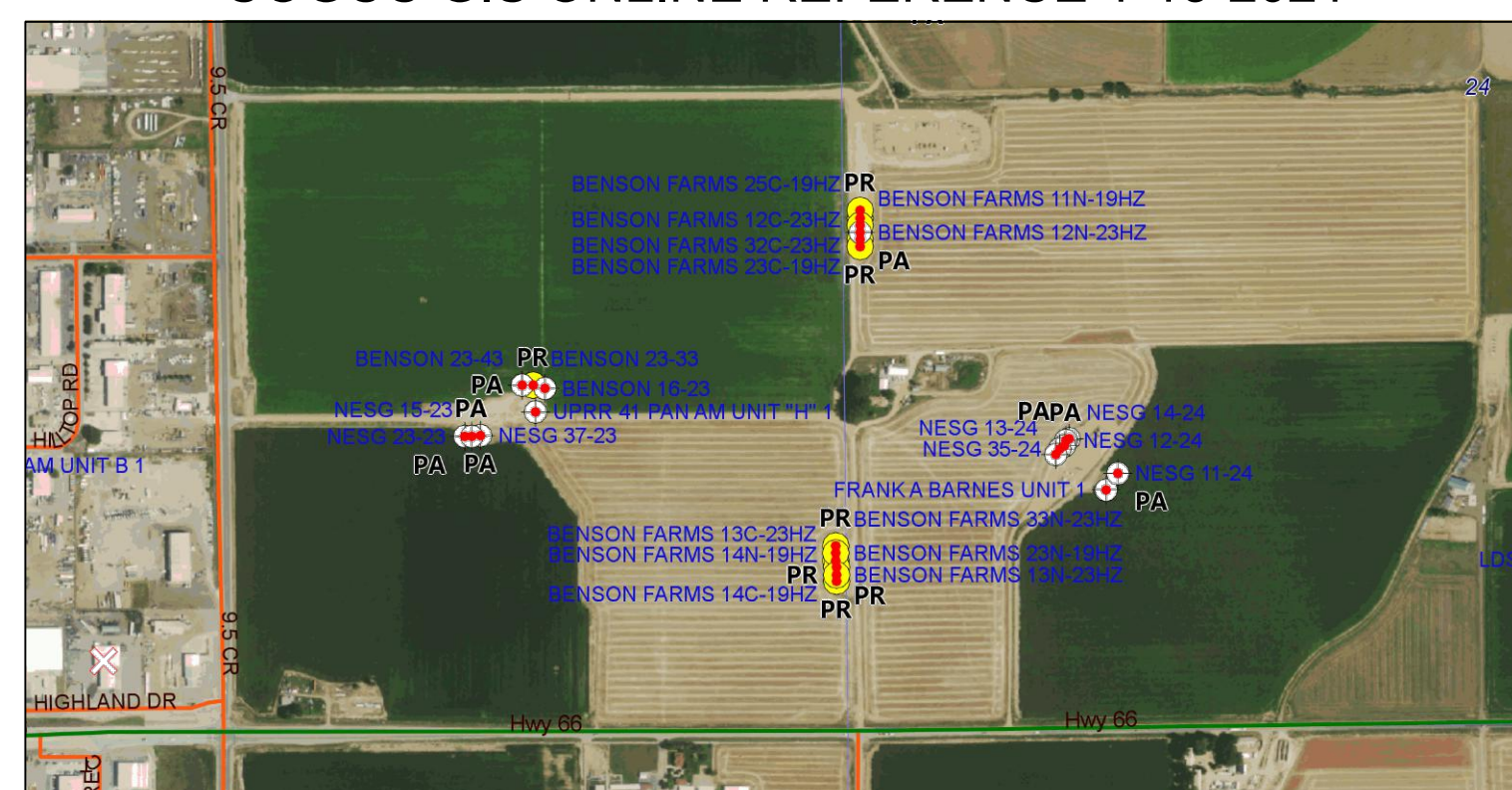
STATE HIGHWAY 66 - EAST OF COL WOODS DR. FUTURE IMPROVEMENTS (BY OTHERS) PER CDOT SH66 PEL STUDY (MARCH 2020)

SHEET NUMBER 13	DRAWN BY: TMB	SCALE: AS SHOWN	MEADOW RIDGE SUBDIVISION PRELIMINARY PLAT STREET SECTIONS	CMR HOLDING COMPANY, LLC 1288 S CLAYTON ST DENVER, CO 80210	Westwood 10333 E DRY CREEK RD. SUITE 240 ENGLEWOOD, CO 80112 TEL: 720.482.9526 Westwoodps.com Westwood Professional Services, Inc.							
	CHECKED BY: TJD	FILE NO: 29360										
	DATE: APRIL 2022											

A PART OF SECTIONS 23 AND 24,
TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6th P.M., TOWN OF MEAD
COUNTY OF WELD, STATE OF COLORADO, AS FULLY DESCRIBED IN THE PRELIMINARY PLAT



COGCC GIS ONLINE REFERENCE 1-13-2021



- Wells
 - Well (API Spot)
 - Well Operator
 - Well Name
 - Well API #
 - Well Status Label
 - Well Status
 - Abandoned Location (AL)
 - Active (AC)
 - Domestic (DM)
 - Drilling (DG)
 - Dry & Abandoned (DA)
 - Injecting (IJ)
 - Permitted (XX)
 - Plugged & Abandoned (PA)
 - Producing (PR)
 - Shut-In (SI)
 - Temporarily Abandoned (TA)
 - Waiting On Completion (WO)

TOWN OF MEAD SETBACKS

- 75 FEET FROM PLATTED ROW'S
- 150 FEET FROM LOT LINES
- 200 FEET FROM HOMES AND HABITABLE STRUCTURES
- 350 FEET FROM PLACES OF ASSEMBLY



SCALE: 1" = 200'



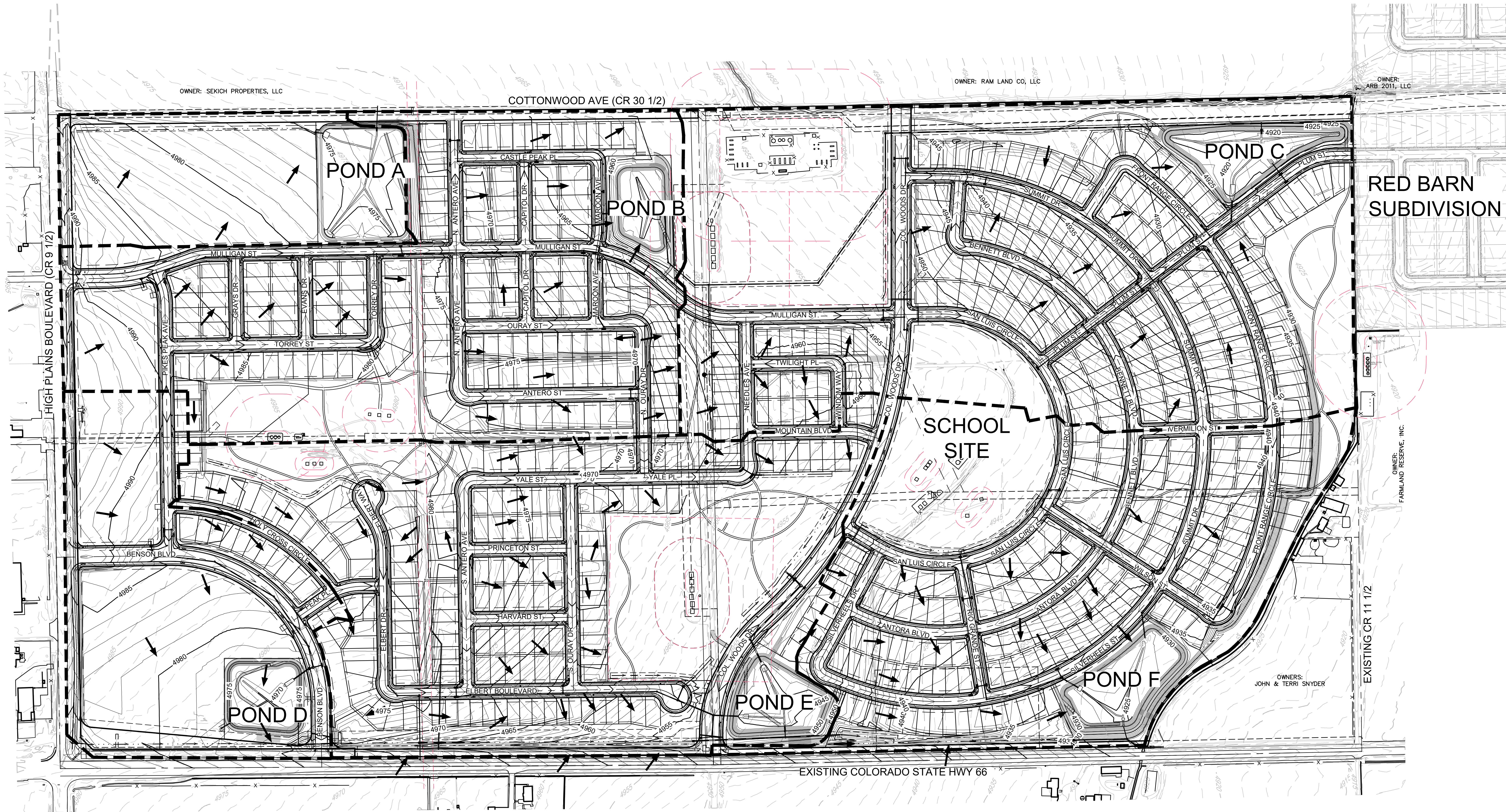
UNCC
UTILITY NOTIFICATION
CENTRAL COUNCIL

CALL 811
TWO WORKING DAYS
BEFORE YOU DIG
1-800-922-1987

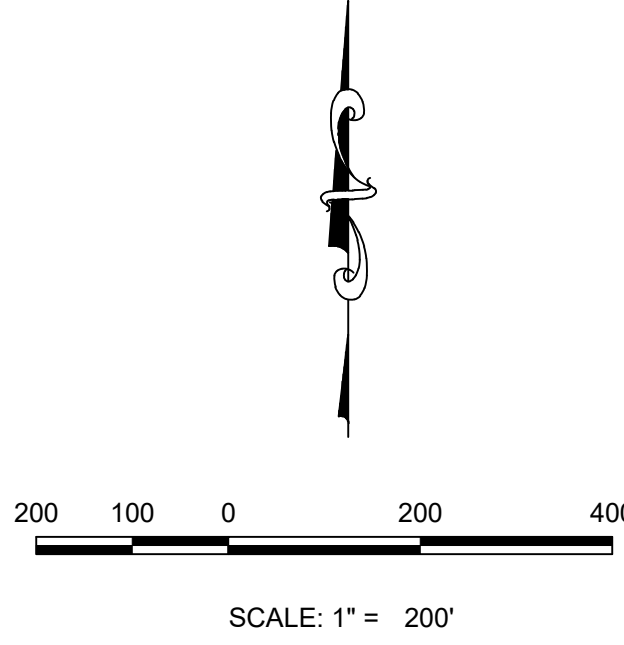
SHEET NUMBER 15	DRAWN BY: TMB	SCALE: AS SHOWN	MEADOW RIDGE SUBDIVISION PRELIMINARY PLAT OIL & GAS SETBACK PLAN	CMR HOLDING COMPANY, LLC 1288 S CLAYTON ST DENVER, CO 80210	Westwood Westwoods.com Westwood Professional Services, Inc. 10333 E DRY CREEK RD. SUITE 240 ENGLEWOOD, CO 80112 TEL: 720.482.9526					
	CHECKED BY: TJO	FILE NO: 29360								
	DATE: APRIL 2022									
						No.	Revisions	Date	Init.	Appr.

MEADOW RIDGE SUBDIVISION
SKETCH PLAN/ PRELIMINARY PLAT

A PART OF SECTIONS 23 AND 24,
TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6th P.M., TOWN OF MEAD
COUNTY OF WELD, STATE OF COLORADO, AS FULLY DESCRIBED IN THE PRELIMINARY PLAT



--- DRAINAGE BASIN BOUNDARY



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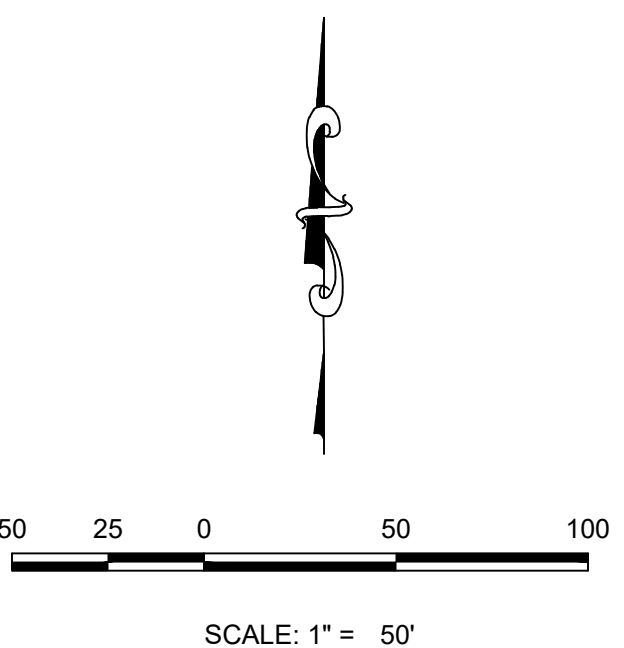
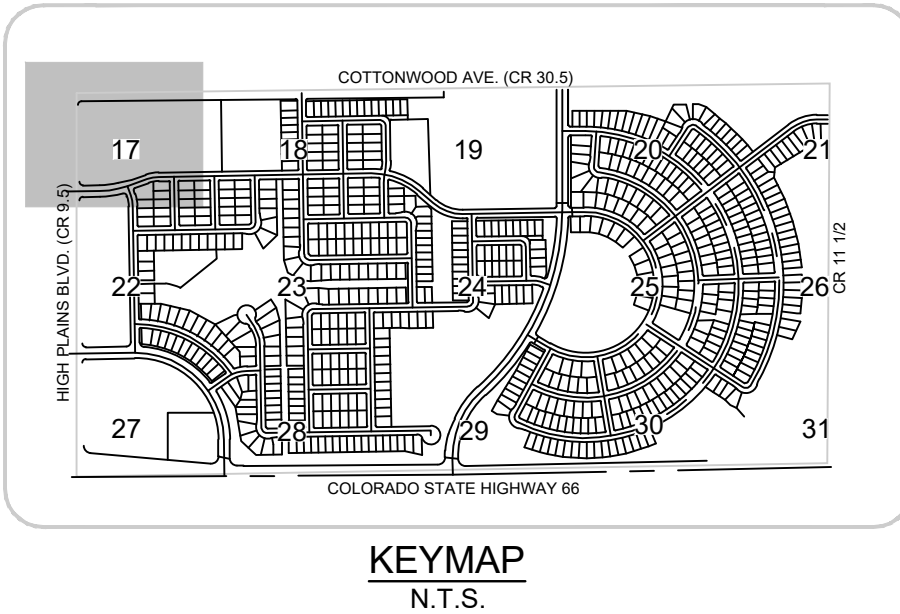
MEADOW RIDGE SUBDIVISION
PRELIMINARY PLAT
PRELIMINARY OVERALL GRADING PLAN

SCALE: AS SHOWN
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SHEET NUMBER
16

MEADOW RIDGE SUBDIVISION
SKETCH PLAN/ PRELIMINARY PLAT

A PART OF SECTIONS 23 AND 24,
TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6th P.M.,TOWN OF MEAD
COUNTY OF WELD, STATE OF COLORADO, AS FULLY DESCRIBED IN THE PRELIMINARY PLAT



OWNER: SEKICH PROPERTIES, LLC

EXISTING COTTONWOOD AVE (CR 30 1/2)

EXISTING HIGH PLAINS BOULEVARD (CR 9 1/2)

TRACT AA

MATCHLINE - SEE SHEET 18

MATCHLINE - SEE SHEET 22

LEGEND

2

BLOCK NUMBER

A

LOT TYPE

6

LOT NUMBER

EXISTING FLARED END SECTION

EXISTING STORM DRAIN INLET

EXISTING STORM DRAIN MANHOLE

PROPOSED LIGHT POLE

PROPOSED SIDEWALK

PROPOSED SIDEWALK RAMP

10.00

EXISTING ELEVATION

10.00

PROPOSED DESIGN ELEVATION

00.0

PROPOSED FINISHED GRADE

PROPOSED OVERLAND FLOW

CENTERLINE

RIGHT-OF-WAY

PROPERTY LINE

EDGE OF PAVEMENT

EXISTING 5' CONTOUR

EXISTING 1' CONTOUR

PROPOSED 5' CONTOUR

PROPOSED 1' CONTOUR

EXISTING STORM DRAIN

SECTION LINE

FILING BOUNDARY

PROPOSED SLOPE & DIRECTION

ABBREVIATIONS

AD

ANGLE DIFFERENCE

EL

ELEVATION

FG

FINISHED GRADE

FL

FLOW LINE

FV

FIELD VERIFY

GE

GAS EASEMENT

HP

HIGH POINT

INV

INVERT

LF

LINEAR FEET

LP

LOW POINT

MH

MANHOLE

N.T.S.

NOT TO SCALE

PL

PROPERTY LINE

PVC

POLYVINYL CHLORIDE

RCBC

REINFORCED CONCRETE BOX CULVERT

RCP

REINFORCED CONCRETE PIPE

ROW

RIGHT OF WAY

SD

STORM DRAIN

SL

SECTION LINE

STA

STATION

T.O.P.

TOP OF PIPE

UE

UTILITY EASEMENT

WSE

WATER SURFACE ELEVATION

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PRELIMINARY PLAT

PRELIMINARY GRADING AND DRAINAGE PLAN

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DRAWN BY: TMB

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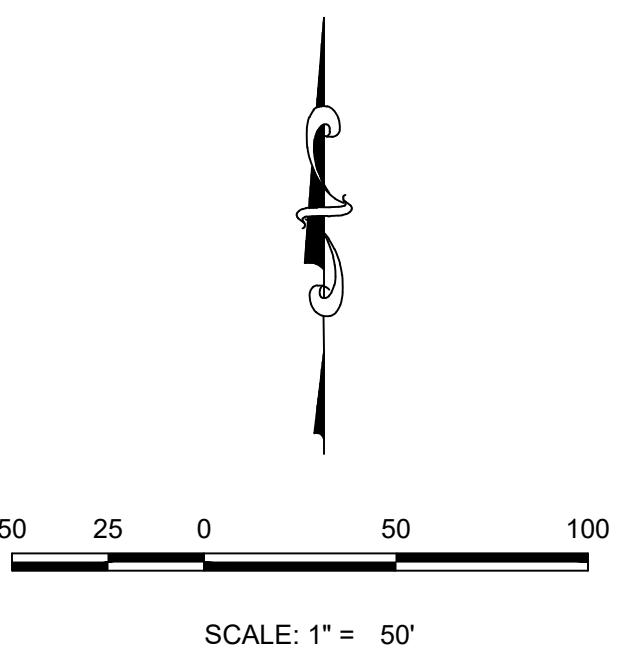
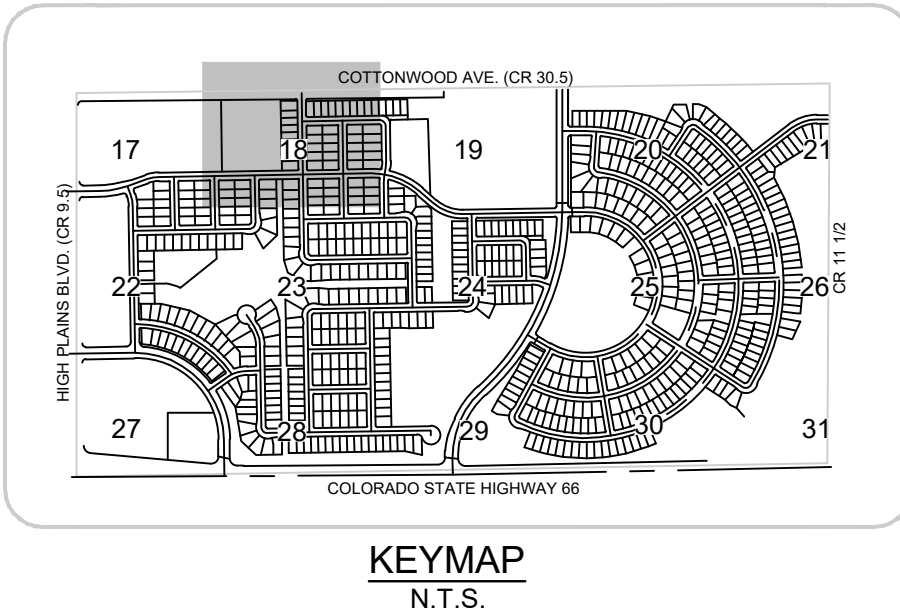
SHEET NUMBER

17

MEADOW RIDGE SUBDIVISION SKETCH PLAN/ PRELIMINARY PLAT

A PART OF SECTIONS 23 AND 24,
TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6th P.M., TOWN OF MEAD
COUNTY OF WELD, STATE OF COLORADO, AS FULLY DESCRIBED IN THE PRELIMINARY PLAT

OWNER: SEKICH PROPERTIES, LLC



MATCHLINE - SEE SHEET 17

MATCHLINE - SEE SHEET 19

POND A

LEGEND

- | | | | |
|---------|------------------------------|------|----------------------------|
| ② | BLOCK NUMBER | ← | PROPOSED OVERLAND FLOW |
| Ⓐ | LOT TYPE | --- | CENTERLINE |
| 6 | LOT NUMBER | --- | RIGHT-OF-WAY |
| ⚡ | EXISTING FLARED END SECTION | --- | PROPERTY LINE |
| ▬ | EXISTING STORM DRAIN | --- | EDGE OF PAVEMENT |
| ● | EXISTING STORM DRAIN MANHOLE | --- | EXISTING 5' CONTOUR |
| ☀ | PROPOSED LIGHT POLE | --- | EXISTING 1' CONTOUR |
| ▬ | PROPOSED SIDEWALK | --- | PROPOSED 5' CONTOUR |
| ▬ | PROPOSED SIDEWALK RAMP | --- | PROPOSED 1' CONTOUR |
| 10.00 | EXISTING ELEVATION | --- | EXISTING STORM DRAIN |
| 10.00 | PROPOSED DESIGN ELEVATION | --- | SECTION LINE |
| 00.0 FG | PROPOSED FINISHED GRADE | --- | FILING BOUNDARY |
| | | 1.0% | PROPOSED SLOPE & DIRECTION |

ABBREVIATIONS

- | | | | |
|--------|------------------|--------|--------------------------|
| AD | ANGLE DIFFERENCE | PL | PROPERTY LINE |
| EL | ELEVATION | PVC | POLYVINYL CHLORIDE |
| FG | FINISHED GRADE | RCBC | REINFORCED CONCRETE BOX |
| FL | FLOW LINE | | CULVERT |
| FV | FIELD VERIFY | RCP | REINFORCED CONCRETE PIPE |
| GE | GAS EASEMENT | ROW | RIGHT OF WAY |
| HP | HIGH POINT | SD | STORM DRAIN |
| INV | INVERT | SL | SECTION LINE |
| LF | LINEAR FEET | STA | STATION |
| LP | LOW POINT | T.O.P. | TOP OF PIPE |
| MH | MANHOLE | UE | UTILITY EASEMENT |
| N.T.S. | NOT TO SCALE | WSE | WATER SURFACE ELEVATION |

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MEADOW RIDGE SUBDIVISION
PRELIMINARY PLAT
PRELIMINARY GRADING AND DRAINAGE PLAN

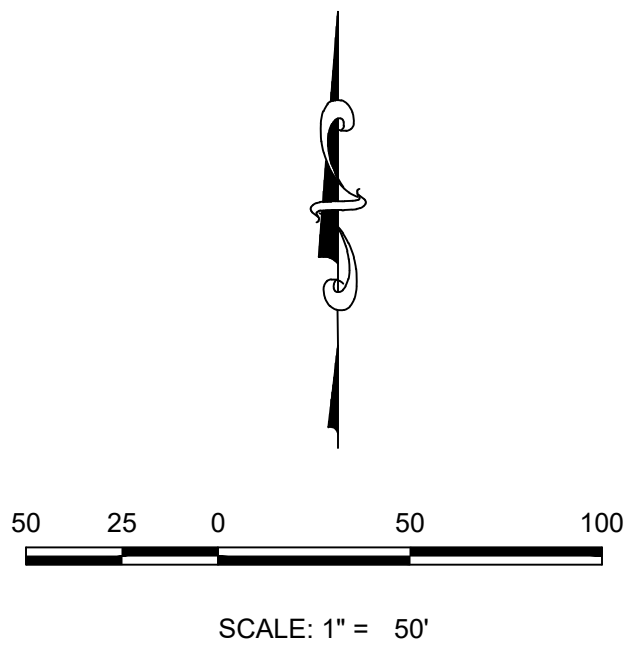
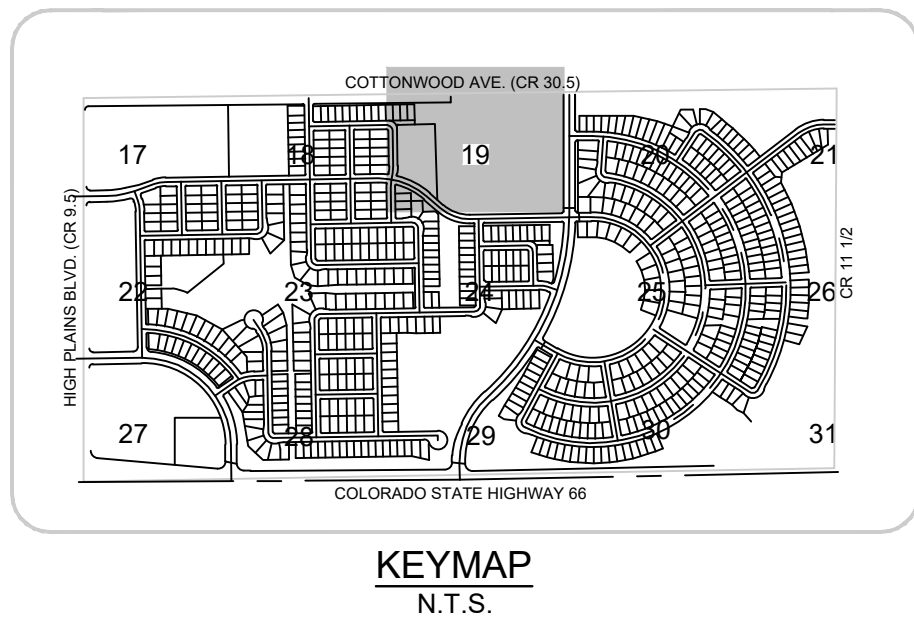
SCALE: AS SHOWN
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SHEET NUMBER
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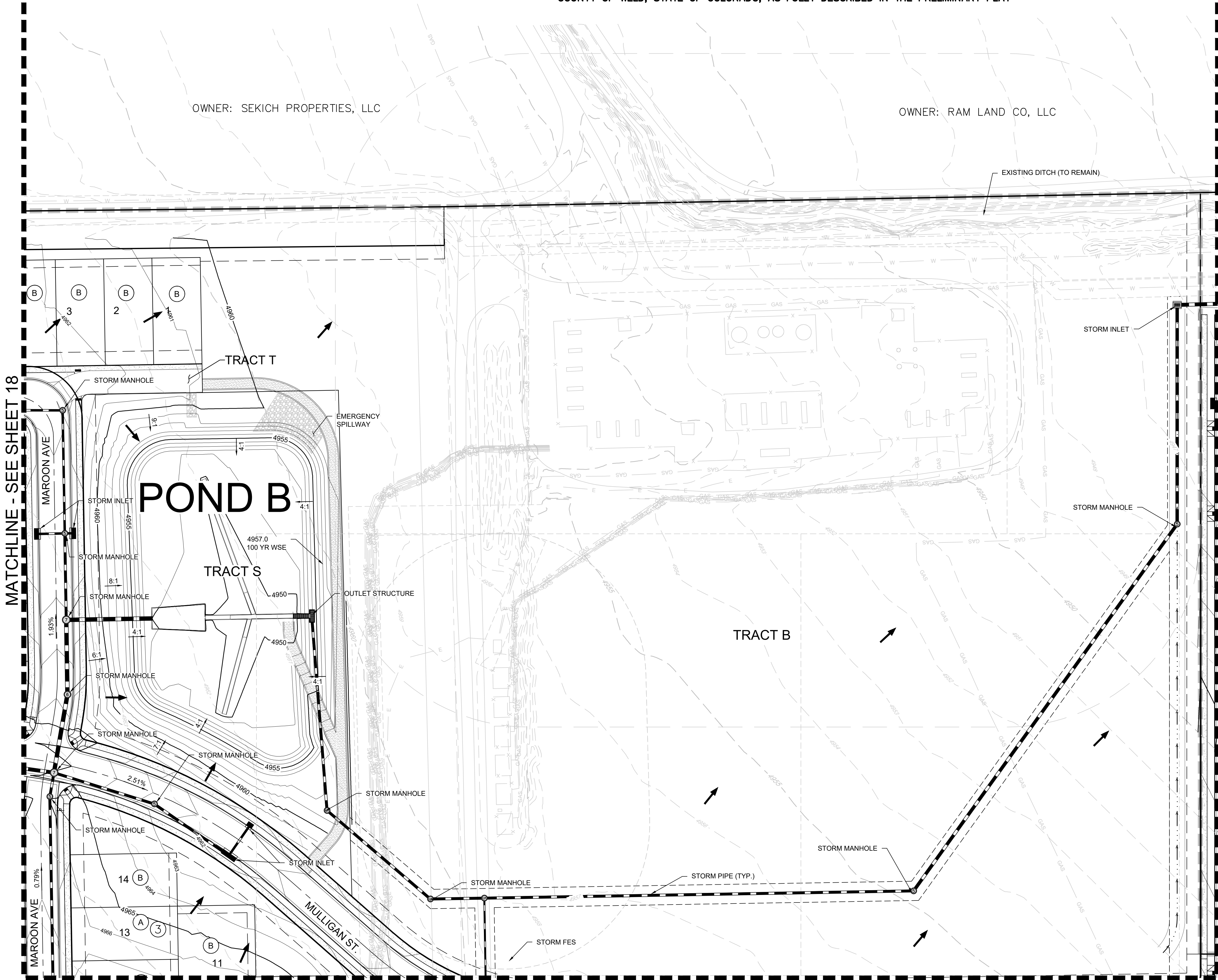
MEADOW RIDGE SUBDIVISION SKETCH PLAN/ PRELIMINARY PLAT

A PART OF SECTIONS 23 AND 24,
TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6th P.M., TOWN OF MEAD
COUNTY OF WELD, STATE OF COLORADO, AS FULLY DESCRIBED IN THE PRELIMINARY PLAT



OWNER: SEKICH PROPERTIES, LLC

OWNER: RAM LAND CO, LLC



LEGEND

②	BLOCK NUMBER	←	PROPOSED OVERLAND FLOW
Ⓐ	LOT TYPE	---	CENTERLINE
6	LOT NUMBER	---	RIGHT-OF-WAY
!	EXISTING FLARED END SECTION	---	PROPERTY LINE
---	EXISTING STORM DRAIN INLET	---	EDGE OF PAVEMENT
●	EXISTING STORM DRAIN MANHOLE	---	EXISTING 5' CONTOUR
☼	PROPOSED LIGHT POLE	---	EXISTING 1' CONTOUR
---	PROPOSED SIDEWALK	---	PROPOSED 5' CONTOUR
---	PROPOSED SIDEWALK RAMP	---	PROPOSED 1' CONTOUR
10.00	EXISTING ELEVATION	---	EXISTING STORM DRAIN
10.00	PROPOSED DESIGN ELEVATION	---	SECTION LINE
00.0 FG	PROPOSED FINISHED GRADE	---	FILING BOUNDARY
		1.0%	PROPOSED SLOPE & DIRECTION

ABBREVIATIONS

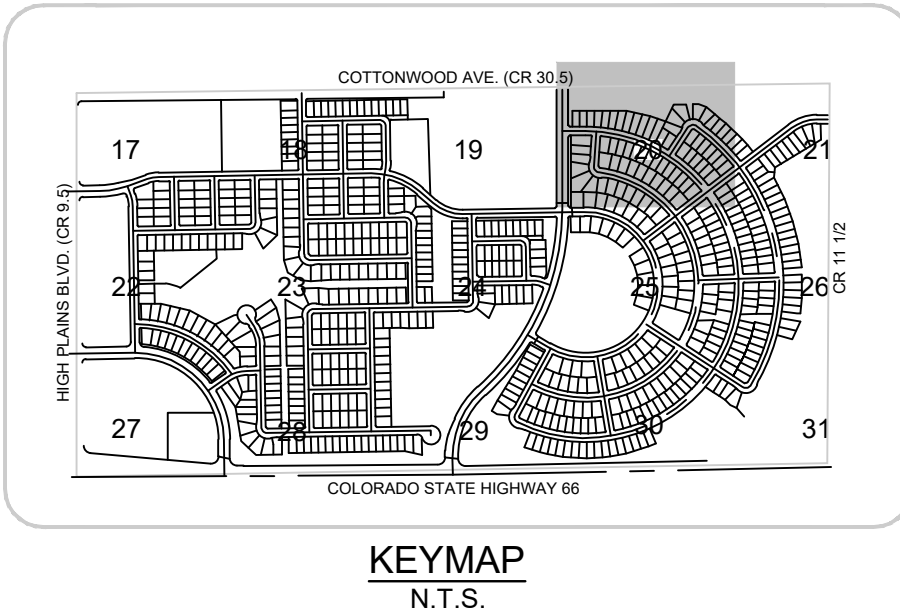
AD	ANGLE DIFFERENCE	PL	PROPERTY LINE
EL	ELEVATION	PVC	POLYVINYL CHLORIDE
FG	FINISHED GRADE	RCBC	REINFORCED CONCRETE BOX CULVERT
FL	FLOW LINE	RCP	REINFORCED CONCRETE PIPE
FV	FIELD VERIFY	ROW	RIGHT OF WAY
GE	GAS EASEMENT	SD	STORM DRAIN
HP	HIGH POINT	SL	SECTION LINE
INV	INVERT	STA	STATION
LF	LINEAR FEET	T.O.P.	TOP OF PIPE
LP	LOW POINT	UE	UTILITY EASEMENT
MH	MANHOLE	WSE	WATER SURFACE ELEVATION
N.T.S.	NOT TO SCALE		

SHEET NUMBER 19	DRAWN BY: TMB		SCALE: AS SHOWN	MEADOW RIDGE SUBDIVISION PRELIMINARY PLAT PRELIMINARY GRADING AND DRAINAGE PLAN	CMR HOLDING COMPANY, LLC 1288 S CLAYTON ST DENVER, CO 80210	Westwood 10333 E DRY CREEK RD. SUITE 240 ENGLEWOOD, CO 80112 Westwood Professional Services, Inc. Westwoodps.com TEL: 720.482.9526									
	CHECKED BY: TJO						FILE NO: 20360								
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							No.	Revisions	Date	Init.	Appr.	Date			

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MEADOW RIDGE SUBDIVISION
SKETCH PLAN/ PRELIMINARY PLAT

A PART OF SECTIONS 23 AND 24,
TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6th P.M., TOWN OF MEAD
COUNTY OF WELD, STATE OF COLORADO, AS FULLY DESCRIBED IN THE PRELIMINARY PLAT



OWNER: RAM LAND CO, LLC

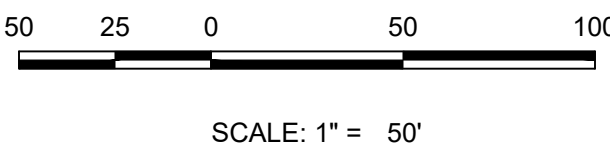
EXISTING DITCH (TO REMAIN)

EXISTING 12" WATER

TRACT C

STORM MANHOLE

STORM MANHOLE



LEGEND

2	BLOCK NUMBER	←	PROPOSED OVERLAND FLOW
A	LOT TYPE	---	CENTERLINE
6	LOT NUMBER	---	RIGHT-OF-WAY
EXISTING FLARED END SECTION		---	PROPERTY LINE
EXISTING STORM DRAIN INLET		---	EDGE OF PAVEMENT
EXISTING STORM DRAIN MANHOLE		5615	EXISTING 5' CONTOUR
PROPOSED LIGHT POLE		5616	EXISTING 1' CONTOUR
PROPOSED SIDEWALK		5620	PROPOSED 5' CONTOUR
PROPOSED SIDEWALK RAMP		5607	PROPOSED 1' CONTOUR
10.00	EXISTING ELEVATION	---	EXISTING STORM DRAIN
10.00	PROPOSED DESIGN ELEVATION	---	SECTION LINE
00.0 FG	PROPOSED FINISHED GRADE	---	FILING BOUNDARY
		1.0%	PROPOSED SLOPE & DIRECTION

ABBREVIATIONS

AD	ANGLE DIFFERENCE	PL	PROPERTY LINE
EL	ELEVATION	PVC	POLYVINYL CHLORIDE
FG	FINISHED GRADE	RCBC	REINFORCED CONCRETE BOX
FL	FLOW LINE		CULVERT
FV	FIELD VERIFY	RCP	REINFORCED CONCRETE PIPE
GE	GAS EASEMENT	ROW	RIGHT OF WAY
HP	HIGH POINT	SD	STORM DRAIN
INV	INVERT	SL	SECTION LINE
LF	LINEAR FEET	STA	STATION
LP	LOW POINT	T.O.P.	TOP OF PIPE
MH	MANHOLE	UE	UTILITY EASEMENT
N.T.S.	NOT TO SCALE	WSE	WATER SURFACE ELEVATION

MATCHLINE - SEE SHEET 19

MATCHLINE - SEE SHEET 21

MATCHLINE - SEE SHEET 25

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MEADOW RIDGE SUBDIVISION
PRELIMINARY PLAT

PRELIMINARY GRADING AND DRAINAGE PLAN

SCALE: AS SHOWN

FILE NO: 29360

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SHEET NUMBER

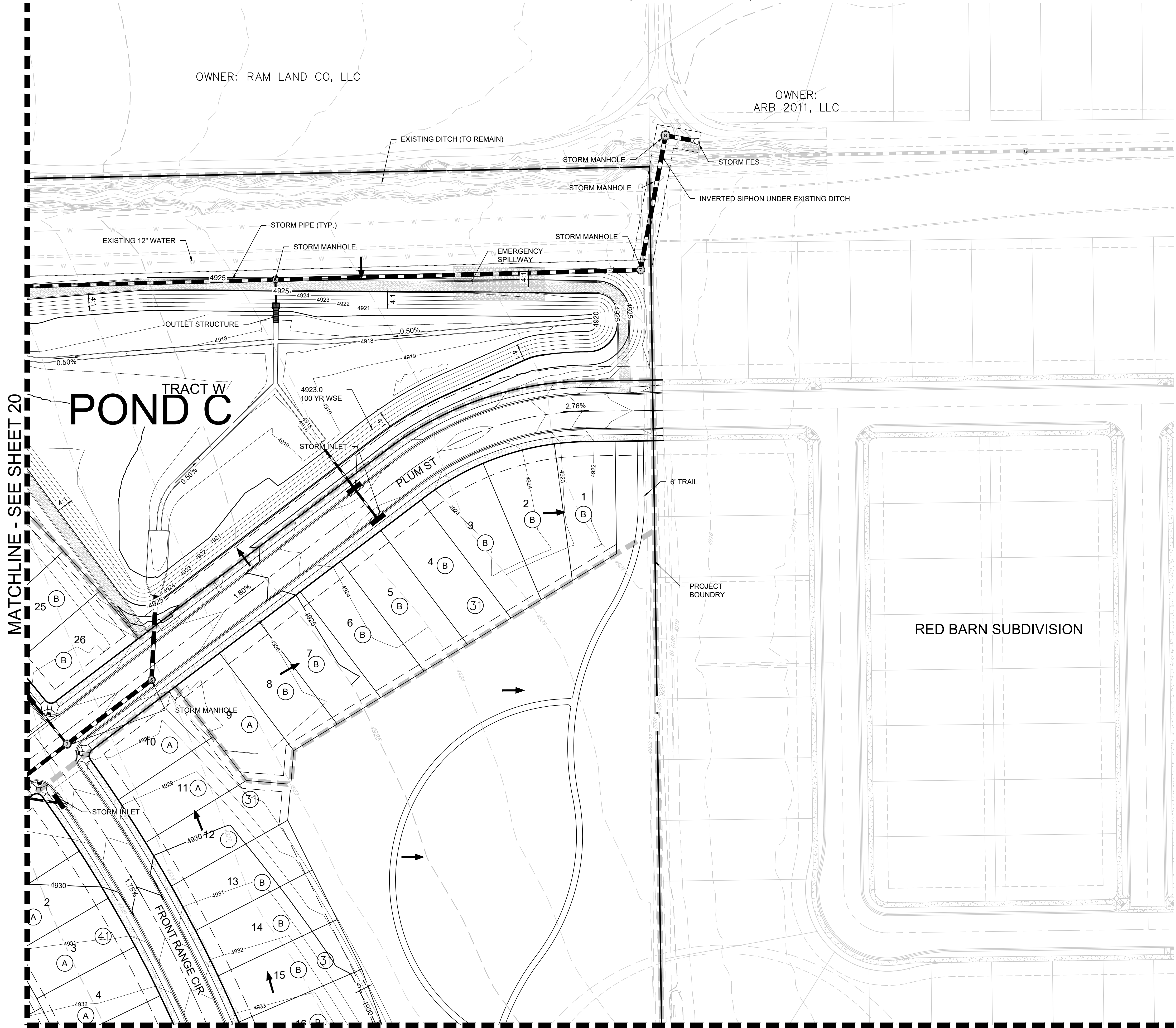
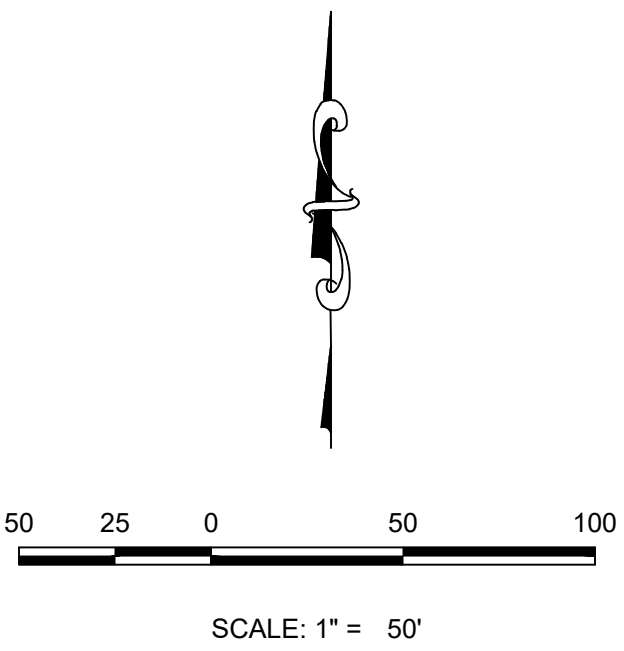
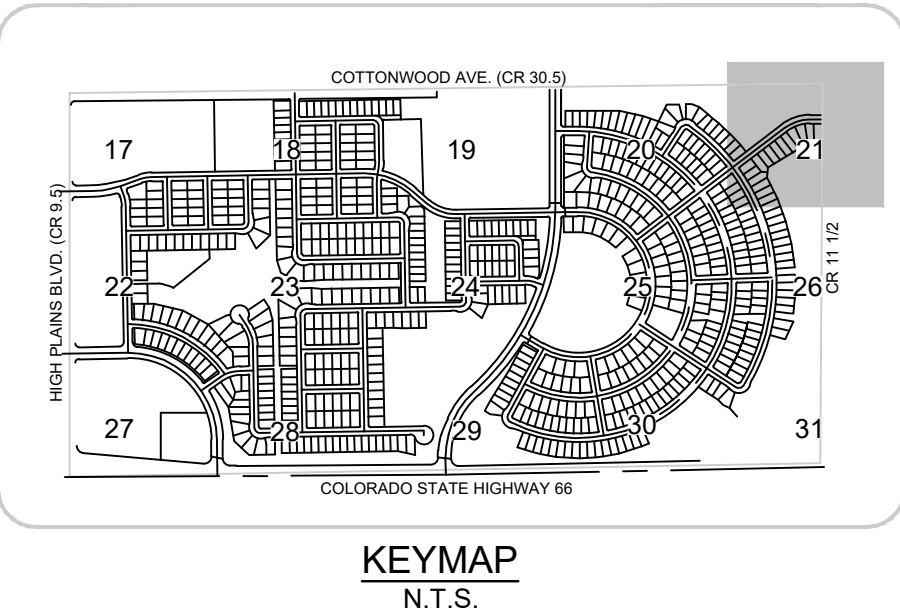
20



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SKETCH PLAN/ PRELIMINARY PLAT

A PART OF SECTIONS 23 AND 24,
TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6th P.M.,TOWN OF MEAD
COUNTY OF WELD, STATE OF COLORADO, AS FULLY DESCRIBED IN THE PRELIMINARY PLAT



LEGEND

②	BLOCK NUMBER	←	PROPOSED OVERLAND FLOW
Ⓐ	LOT TYPE	---	CENTERLINE
6	LOT NUMBER	---	RIGHT-OF-WAY
▽	EXISTING FLARED END SECTION	---	PROPERTY LINE
▬	EXISTING STORM DRAIN INLET	---	EDGE OF PAVEMENT
●	EXISTING STORM DRAIN MANHOLE	---	EXISTING 5' CONTOUR
☼	PROPOSED LIGHT POLE	---	EXISTING 1' CONTOUR
---	PROPOSED SIDEWALK	---	PROPOSED 5' CONTOUR
▬	PROPOSED SIDEWALK RAMP	---	PROPOSED 1' CONTOUR
10.00	EXISTING ELEVATION	---	EXISTING STORM DRAIN
10.00	PROPOSED DESIGN ELEVATION	---	SECTION LINE
00.0 FG	PROPOSED FINISHED GRADE	---	FILING BOUNDARY
		1.0%	PROPOSED SLOPE & DIRECTION

ABBREVIATIONS

AD	ANGLE DIFFERENCE	PL	PROPERTY LINE
EL	ELEVATION	PVC	POLYVINYL CHLORIDE
FG	FINISHED GRADE	RCBC	REINFORCED CONCRETE BOX CULVERT
FL	FLOW LINE	RCPC	REINFORCED CONCRETE PIPE
FV	FIELD VERIFY	ROW	RIGHT OF WAY
GE	GAS EASEMENT	SD	STORM DRAIN
HP	HIGH POINT	SL	SECTION LINE
INV	INVERT	STA	STATION
LF	LINEAR FEET	T.O.P.	TOP OF PIPE
LP	LOW POINT	UE	UTILITY EASEMENT
MH	MANHOLE	WSE	WATER SURFACE ELEVATION
N.T.S.	NOT TO SCALE		

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MEADOW RIDGE SUBDIVISION
PRELIMINARY PLAT
PRELIMINARY GRADING AND DRAINAGE PLAN

SCALE: AS SHOWN
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SHEET NUMBER
21

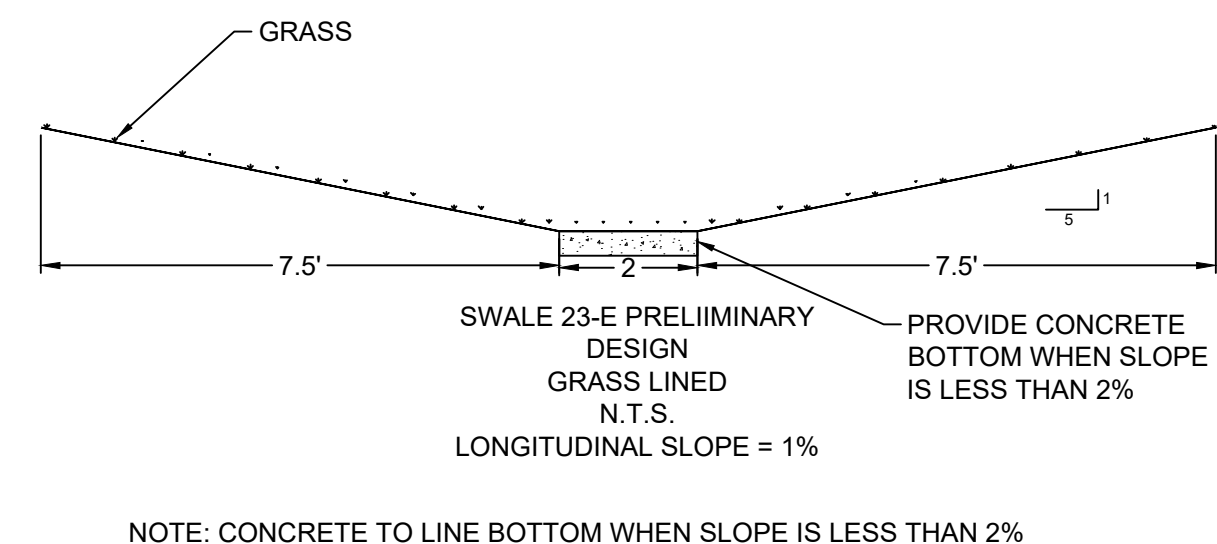
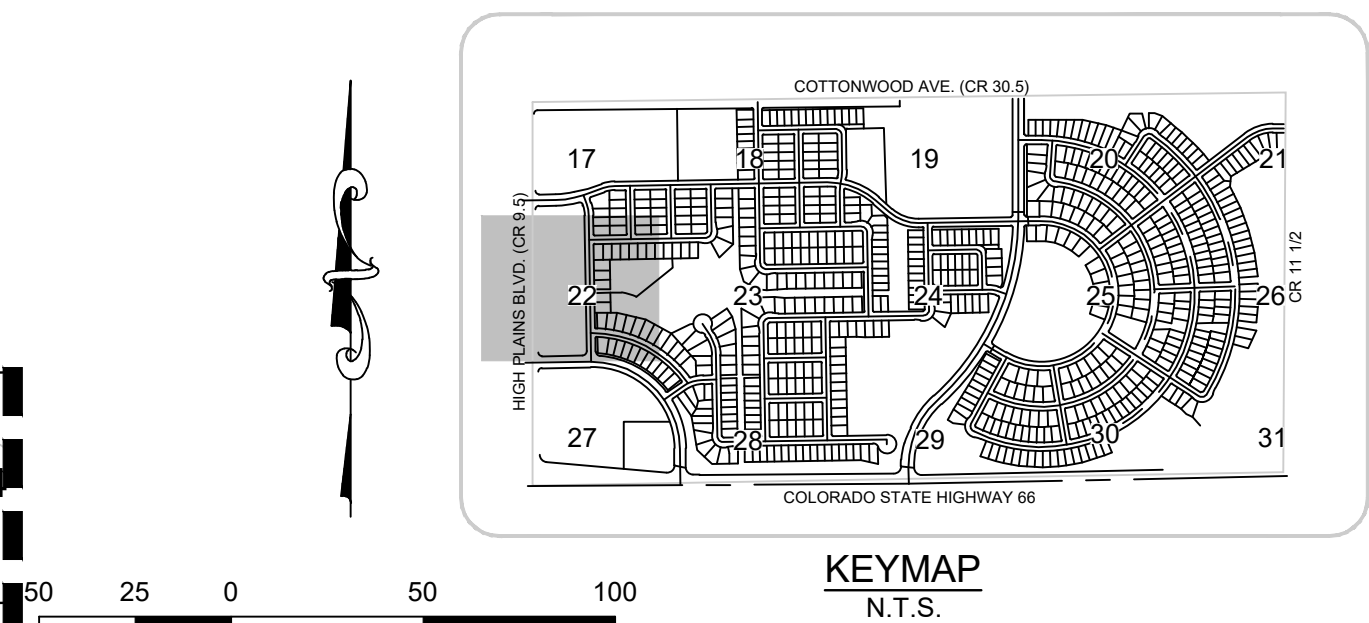
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N:\PROJECTS\MEADOW RIDGE\ENGINEERING\SET\PRELIMINARY\PRELIMINARY GRADING AND DRAINAGE PLANNING, CALTON, 4/8/2022 8:57 AM

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A PART OF SECTIONS 23 AND 24,
TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6th P.M., TOWN OF MEAD
COUNTY OF WELD, STATE OF COLORADO, AS FULLY DESCRIBED IN THE PRELIMINARY PLAT

MATCHLINE - SEE SHEET 17



LEGEND		
②	BLOCK NUMBER	PROPOSED OVERLAND FLOW
Ⓐ	LOT TYPE	CENTERLINE
6	LOT NUMBER	RIGHT-OF-WAY
EXISTING FLARED END SECTION		PROPERTY LINE
EXISTING STORM DRAIN INLET		EDGE OF PAVEMENT
EXISTING STORM DRAIN MANHOLE		EXISTING 5' CONTOUR
PROPOSED LIGHT POLE		EXISTING 1' CONTOUR
PROPOSED SIDEWALK		PROPOSED 5' CONTOUR
PROPOSED SIDEWALK RAMP		PROPOSED 1' CONTOUR
EXISTING ELEVATION		EXISTING STORM DRAIN
PROPOSED DESIGN ELEVATION		SECTION LINE
PROPOSED FINISHED GRADE		FILING BOUNDARY
		PROPOSED SLOPE & DIRECTION

ABBREVIATIONS	
AD	ANGLE DIFFERENCE
EL	ELEVATION
FG	FINISHED GRADE
FL	FLOW LINE
FV	FIELD VERIFY
GE	GAS EASEMENT
HP	HIGH POINT
INV	INVERT
LF	LINEAR FEET
LP	LOW POINT
MH	MANHOLE
N.T.S.	NOT TO SCALE
PL	PROPERTY LINE
PVC	POLYVINYL CHLORIDE
RCBC	REINFORCED CONCRETE BOX CULVERT
RCP	REINFORCED CONCRETE PIPE
ROW	RIGHT OF WAY
SD	STORM DRAIN
SL	SECTION LINE
STA	STATION
T.O.P.	TOP OF PIPE
UE	UTILITY EASEMENT
WSE	WATER SURFACE ELEVATION

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MEADOW RIDGE SUBDIVISION
PRELIMINARY PLAT
PRELIMINARY GRADING AND DRAINAGE PLAN

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22

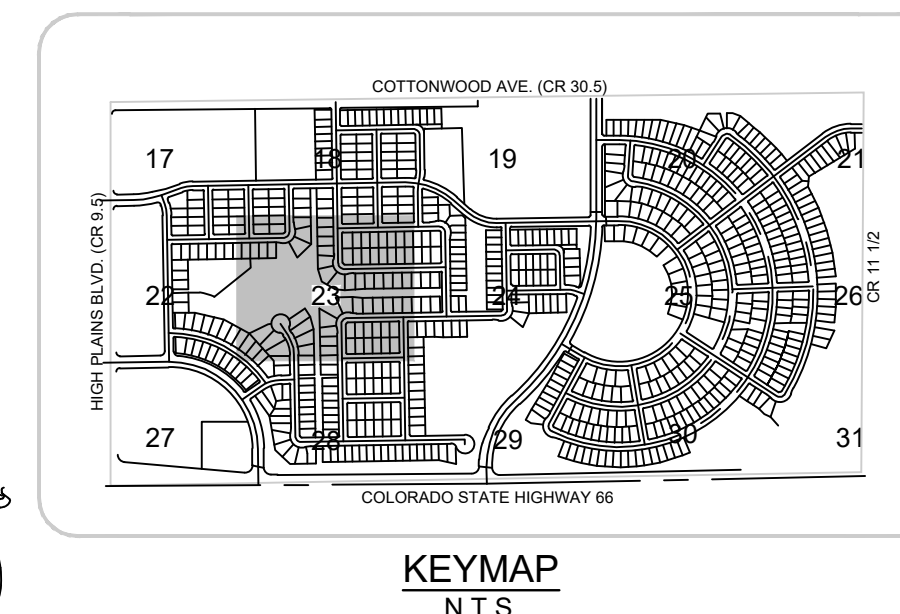
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A PART OF SECTIONS 23 AND 24,
TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6th P.M., TOWN OF MEAD
COUNTY OF WELD, STATE OF COLORADO, AS FULLY DESCRIBED IN THE PRELIMINARY PLAT

MATCHLINE - SEE SHEET 18

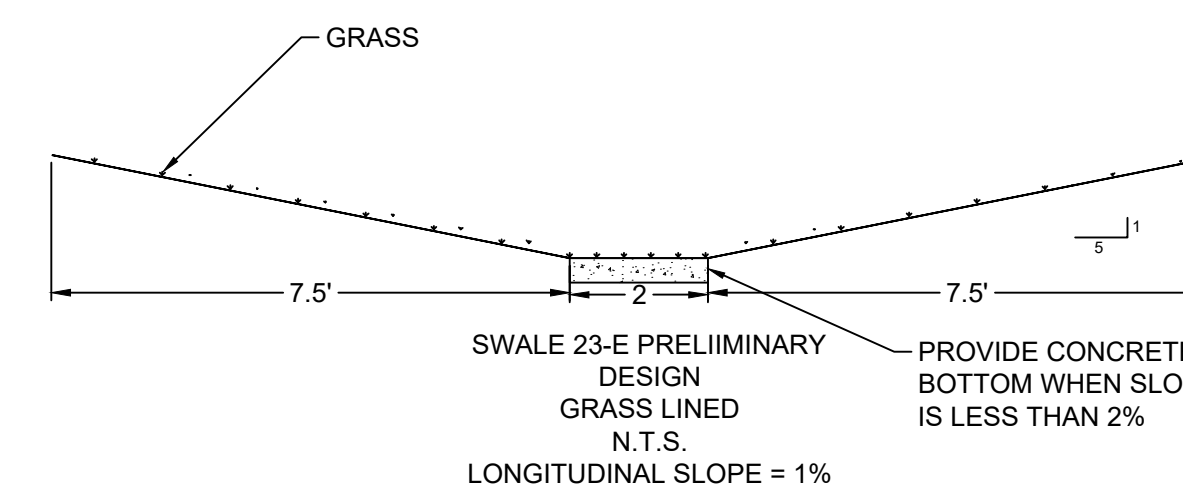
MATCHLINE - SEE SHEET 22

--- MATCHLINE - SEE SHEET 24



50 25 0 50 100

SCALE: 1" = 50'



NOTE: CONCRETE TO LINE BOTTOM WHEN SLOPE IS LESS THAN 2%

LEGEND

	BLOCK NUMBER		PROPOSED OVERLAND FLOW
	LOT TYPE		CENTERLINE
6	LOT NUMBER		RIGHT-OF-WAY
	EXISTING FLARED END SECTION		PROPERTY LINE
	EXISTING STORM DRAIN INLET		EDGE OF PAVEMENT
	EXISTING STORM DRAIN MANHOLE		EXISTING 5' CONTOUR
	PROPOSED LIGHT POLE		EXISTING 1' CONTOUR
	PROPOSED SIDEWALK		PROPOSED 5' CONTOUR
	PROPOSED SIDEWALK RAMP		PROPOSED 1' CONTOUR
10.00	EXISTING ELEVATION		EXISTING STORM DRAIN
10.00	PROPOSED DESIGN ELEVATION		SECTION LINE
	PROPOSED FINISHED GRADE		FILING BOUNDARY
00.0 FG			PROPOSED SLOPE & DIRECTION

ABBREVIATIONS

AD	ANGLE DIFFERENCE	PL	PROPERTY LINE
EL	ELEVATION	PVC	POLYVINYL CHLORIDE
FG	FINISHED GRADE	RCCB	REINFORCED CONCRETE BOX
FL	FLOW LINE		CULVERT
FL	FIELD VERIFY	RCP	REINFORCED CONCRETE PIPE
GE	GRASS EASEMENT	ROW	RIGHT OF WAY
HP	HIGH POINT	SD	STORM DRAIN
INV	INVERT	SL	SECTION LINE
LF	LINEAR FEET	STA	STATION
LP	LOW POINT	T.O.P.	TOP OF PIPE
LP	MANHOLE	UE	UTILITY EASEMENT
N.T.S.	NOT TO SCALE	WSE	WATER SURFACE ELEVATION

MATCHLINE - SEE SHEET 28



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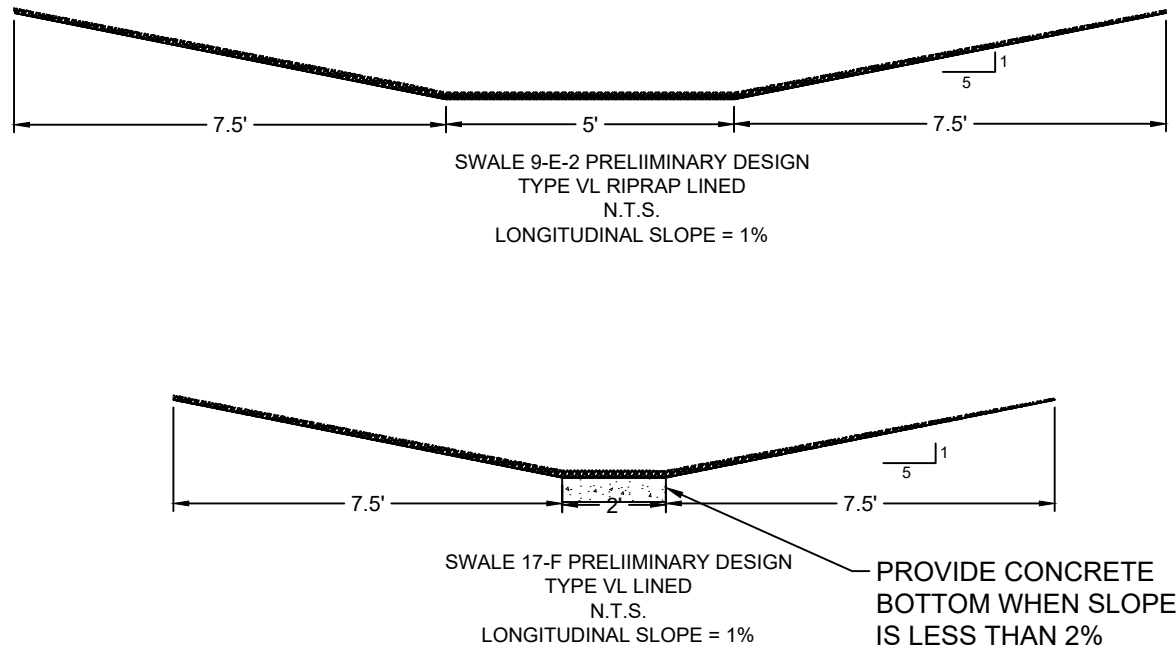
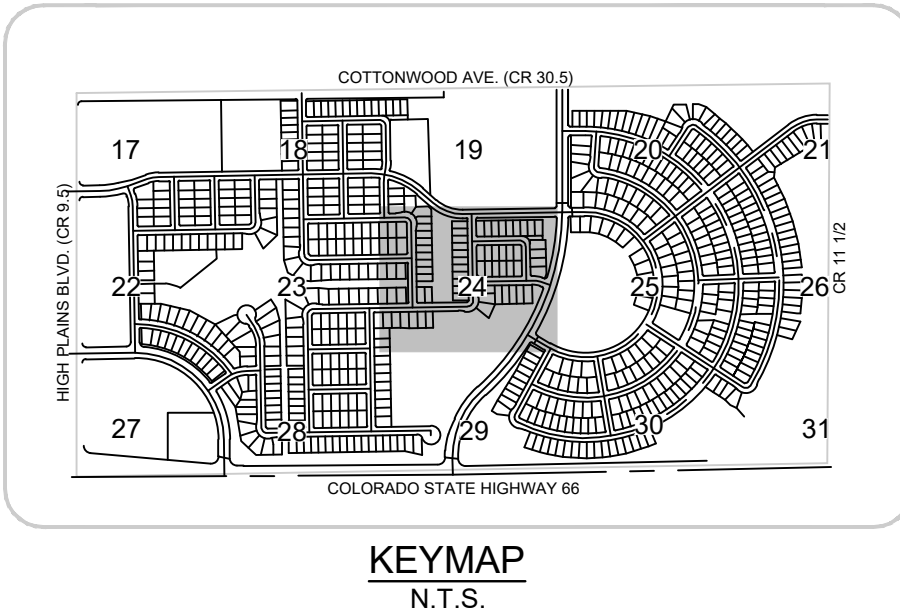
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MEADOW RIDGE SUBDIVISION
SKETCH PLAN/ PRELIMINARY PLAT

A PART OF SECTIONS 23 AND 24,
TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6th P.M., TOWN OF MEAD
COUNTY OF WELD, STATE OF COLORADO, AS FULLY DESCRIBED IN THE PRELIMINARY PLAT

MATCHLINE - SEE SHEET 19

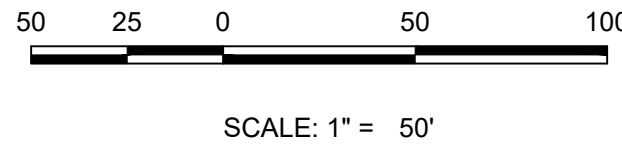


LEGEND

②	BLOCK NUMBER	←	PROPOSED OVERLAND FLOW
A	LOT TYPE	---	CENTERLINE
6	LOT NUMBER	---	RIGHT-OF-WAY
▽	EXISTING FLARED END SECTION	---	PROPERTY LINE
---	EXISTING STORM DRAIN INLET	---	EDGE OF PAVEMENT
●	EXISTING STORM DRAIN MANHOLE	---	EXISTING 5' CONTOUR
☼	PROPOSED LIGHT POLE	---	EXISTING 1' CONTOUR
---	PROPOSED SIDEWALK	---	PROPOSED 5' CONTOUR
---	PROPOSED SIDEWALK RAMP	---	PROPOSED 1' CONTOUR
10.00	EXISTING ELEVATION	---	EXISTING STORM DRAIN
10.00	PROPOSED DESIGN ELEVATION	---	SECTION LINE
00.0 FG	PROPOSED FINISHED GRADE	---	FILING BOUNDARY
		1.0%	PROPOSED SLOPE & DIRECTION

ABBREVIATIONS

AD	ANGLE DIFFERENCE	PL	PROPERTY LINE
EL	ELEVATION	PVC	POLYVINYL CHLORIDE
FG	FINISHED GRADE	RCBC	REINFORCED CONCRETE BOX CULVERT
FL	FLOW LINE	RCP	REINFORCED CONCRETE PIPE
FV	FIELD VERIFY	ROW	RIGHT OF WAY
GE	GAS EASEMENT	SD	STORM DRAIN
HP	HIGH POINT	SL	SECTION LINE
INV	INVERT	STA	STATION
LF	LINEAR FEET	T.O.P.	TOP OF PIPE
LP	LOW POINT	UE	UTILITY EASEMENT
MH	MANHOLE	WSE	WATER SURFACE ELEVATION
N.T.S.	NOT TO SCALE		



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SHEET NUMBER 24	DRAWN BY: TMB	SCALE: AS SHOWN	MEADOW RIDGE SUBDIVISION PRELIMINARY PLAT PRELIMINARY GRADING AND DRAINAGE PLAN	CMR HOLDING COMPANY, LLC 1288 S CLAYTON ST DENVER, CO 80210	Westwood 10333 E DRY CREEK RD. SUITE 240 ENGLEWOOD, CO 80112 TEL: 720.482.9526 Westwoodps.com Westwood Professional Services, Inc.																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							</
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MATCHLINE - SEE SHEET 23

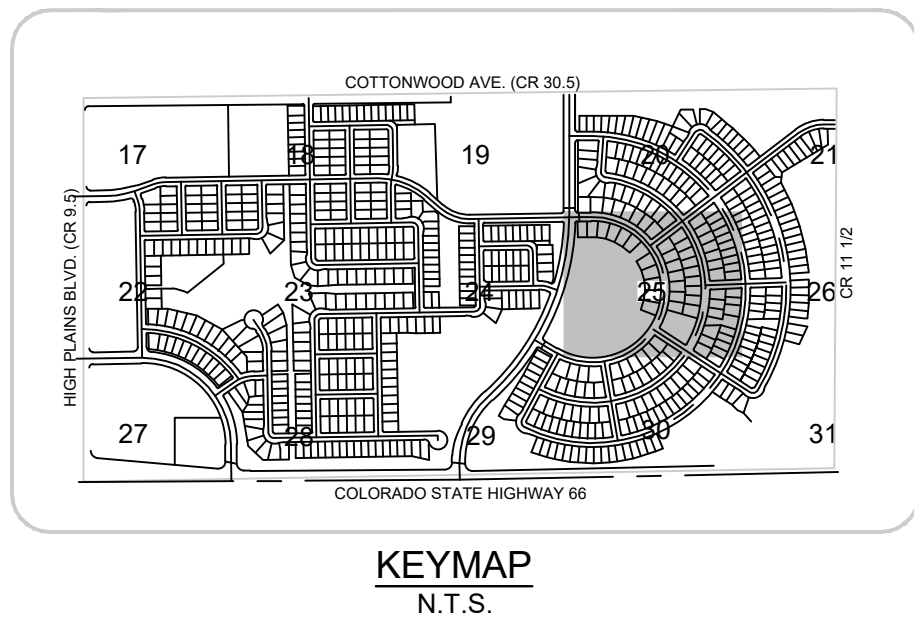
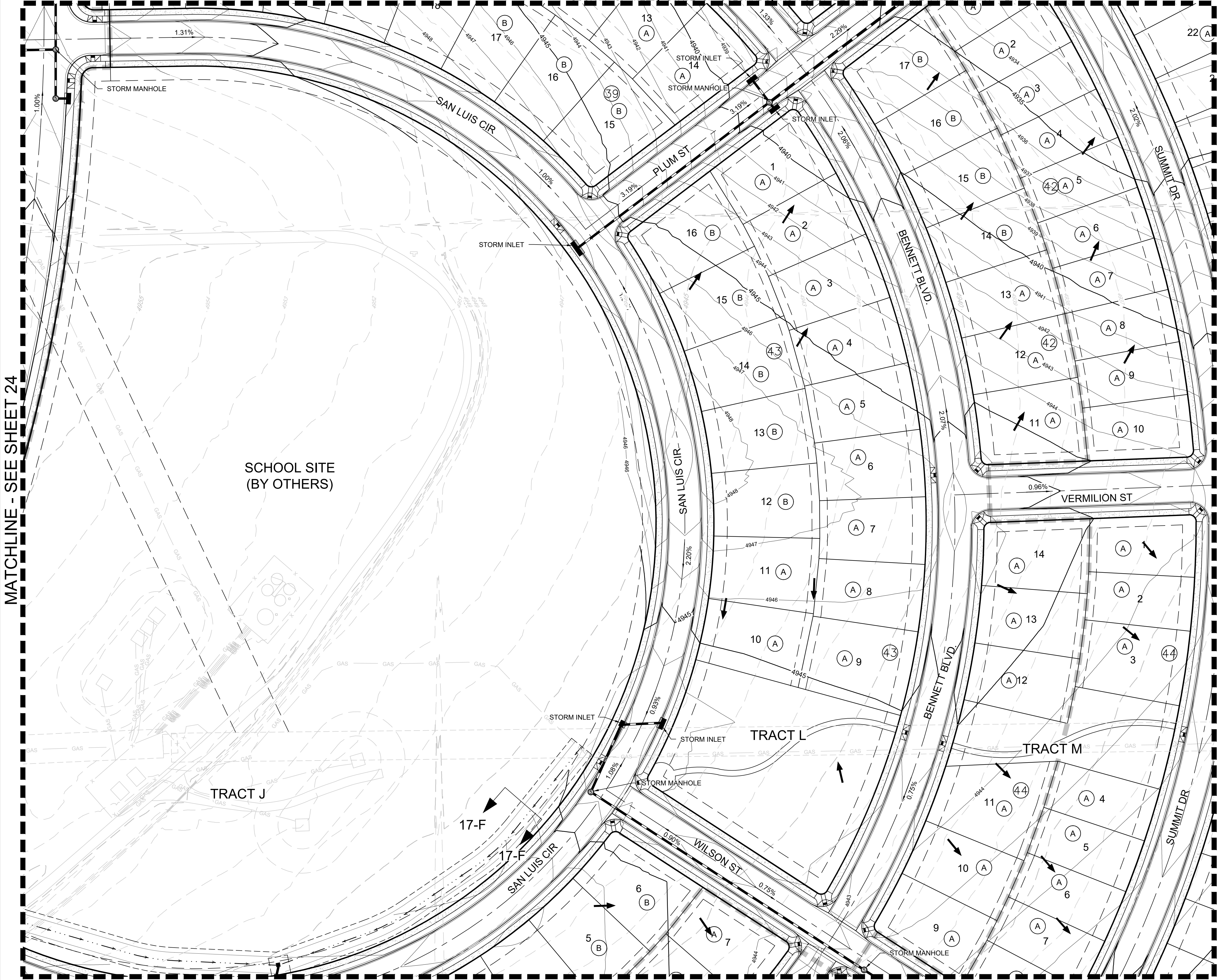
MATCHLINE - SEE SHEET 25

MATCHLINE - SEE SHEET 29

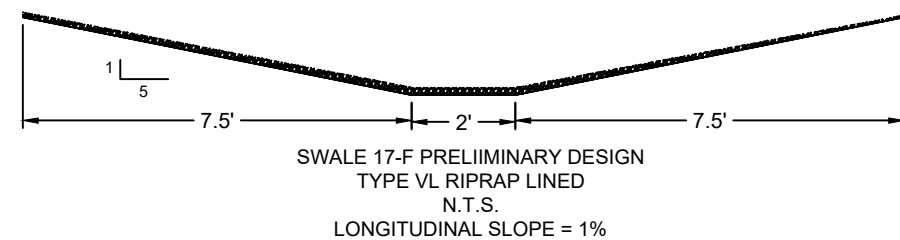
MEADOW RIDGE SUBDIVISION
SKETCH PLAN/ PRELIMINARY PLAT

A PART OF SECTIONS 23 AND 24,
TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6th P.M., TOWN OF MEAD
COUNTY OF WELD, STATE OF COLORADO, AS FULLY DESCRIBED IN THE PRELIMINARY PLAT

MATCHLINE - SEE SHEET 20



SCALE: 1" = 50'



LEGEND

②	BLOCK NUMBER	←	PROPOSED OVERLAND FLOW
Ⓐ	LOT TYPE	---	CENTERLINE
6	LOT NUMBER	---	RIGHT-OF-WAY
⌵	EXISTING FLARED END SECTION	---	PROPERTY LINE
⌵	EXISTING STORM DRAIN INLET	---	EDGE OF PAVEMENT
⌵	EXISTING STORM DRAIN MANHOLE	---	EXISTING 5' CONTOUR
⌵	PROPOSED LIGHT POLE	---	EXISTING 1' CONTOUR
---	PROPOSED SIDEWALK	---	PROPOSED 5' CONTOUR
---	PROPOSED SIDEWALK RAMP	---	PROPOSED 1' CONTOUR
10.00	EXISTING ELEVATION	---	EXISTING STORM DRAIN
10.00	PROPOSED DESIGN ELEVATION	---	SECTION LINE
00.0	PROPOSED FINISHED GRADE	---	FILING BOUNDARY
FG		1.0%	PROPOSED SLOPE & DIRECTION

ABBREVIATIONS

AD	ANGLE DIFFERENCE	PL	PROPERTY LINE
EL	ELEVATION	PVC	POLYVINYL CHLORIDE
FG	FINISHED GRADE	RCBC	REINFORCED CONCRETE BOX CULVERT
FL	FLOW LINE	RCP	REINFORCED CONCRETE PIPE
FV	FIELD VERIFY	ROW	RIGHT OF WAY
GE	GAS EASEMENT	SD	STORM DRAIN
HP	HIGH POINT	SL	SECTION LINE
INV	INVERT	STA	STATION
LF	LINEAR FEET	T.O.P.	TOP OF PIPE
LP	LOW POINT	UE	UTILITY EASEMENT
MH	MANHOLE	WSE	WATER SURFACE ELEVATION
N.T.S.	NOT TO SCALE		

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CMR HOLDING COMPANY, LLC
1288 S CLAYTON ST
DENVER, CO 80210

MEADOW RIDGE SUBDIVISION
PRELIMINARY PLAT
PRELIMINARY GRADING AND DRAINAGE PLAN

SCALE: AS SHOWN
DRAWN BY: TMB
CHECKED BY: TLO
DATE: APRIL 2022
FILE NO: 29360

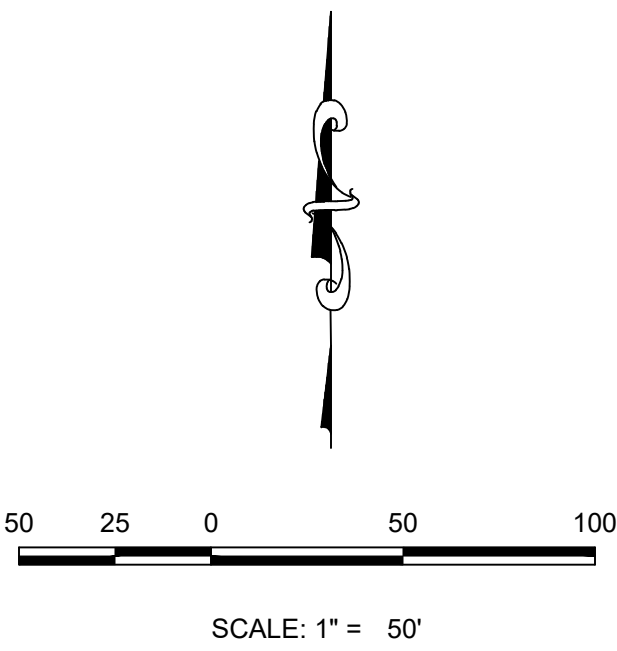
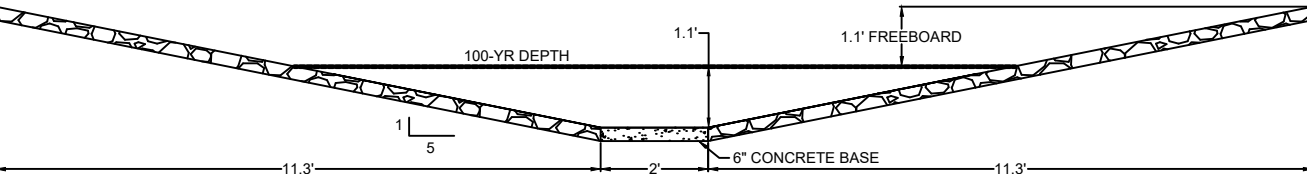
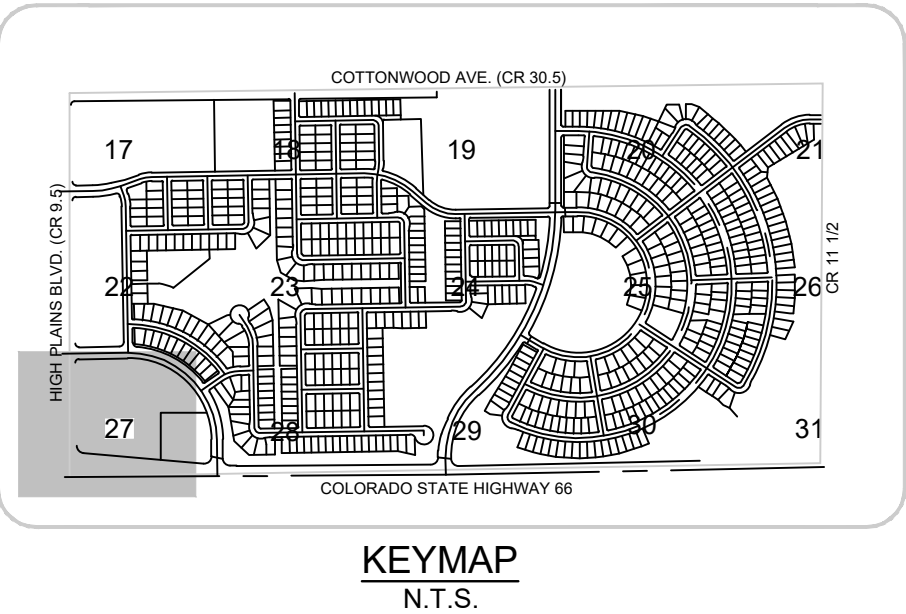
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A PART OF SECTIONS 23 AND 24,
TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6th P.M., TOWN OF MEAD
COUNTY OF WELD, STATE OF COLORADO, AS FULLY DESCRIBED IN THE PRELIMINARY PLAT

MATCHLINE - SEE SHEET 22



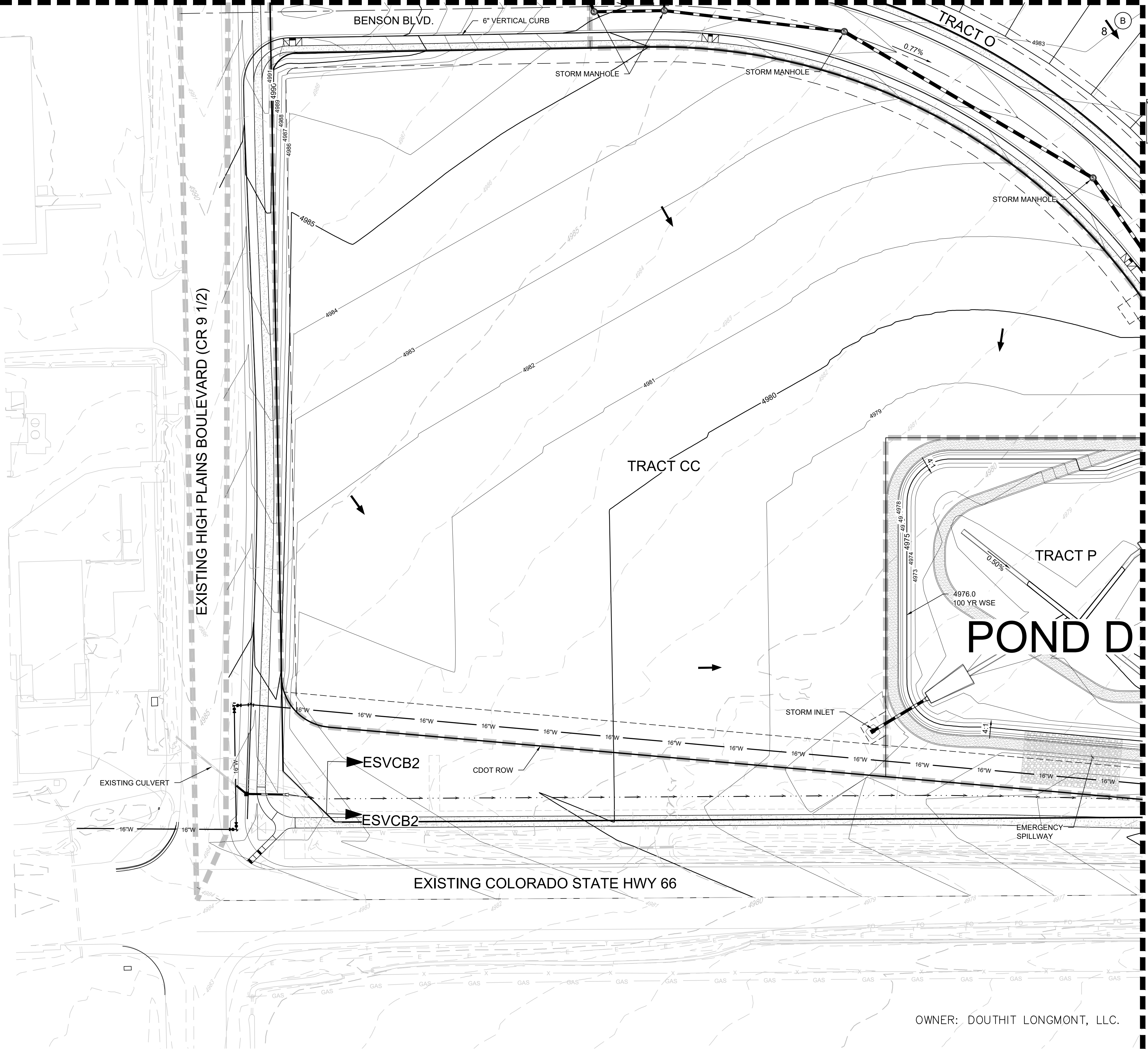
MATCHLINE - SEE SHEET 28

LEGEND

②	BLOCK NUMBER	←	PROPOSED OVERLAND FLOW
Ⓐ	LOT TYPE	---	CENTERLINE
6	LOT NUMBER	---	RIGHT-OF-WAY
⌋	EXISTING FLARED END SECTION	---	PROPERTY LINE
⌋	EXISTING STORM DRAIN INLET	---	EDGE OF PAVEMENT
●	EXISTING STORM DRAIN MANHOLE	---	EXISTING 5' CONTOUR
☀	PROPOSED LIGHT POLE	---	EXISTING 1' CONTOUR
---	PROPOSED SIDEWALK	---	PROPOSED 5' CONTOUR
■	PROPOSED SIDEWALK RAMP	---	PROPOSED 1' CONTOUR
10.00	EXISTING ELEVATION	---	EXISTING STORM DRAIN
10.00	PROPOSED DESIGN ELEVATION	---	SECTION LINE
00.0 FG	PROPOSED FINISHED GRADE	---	FILING BOUNDARY
		1.0%	PROPOSED SLOPE & DIRECTION

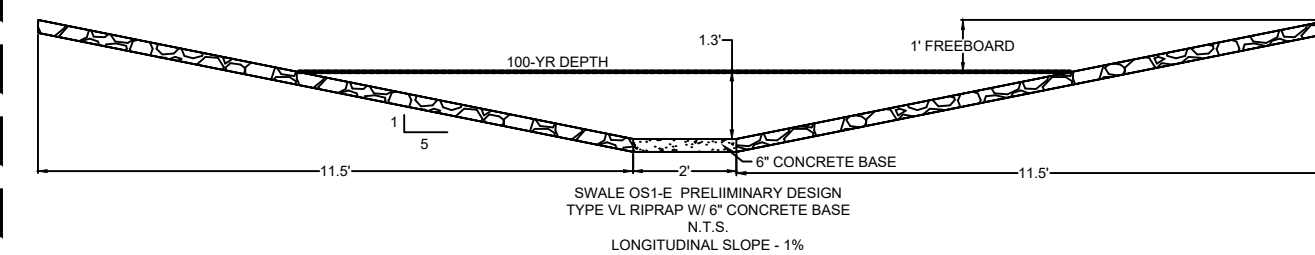
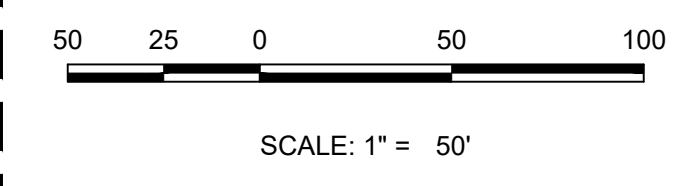
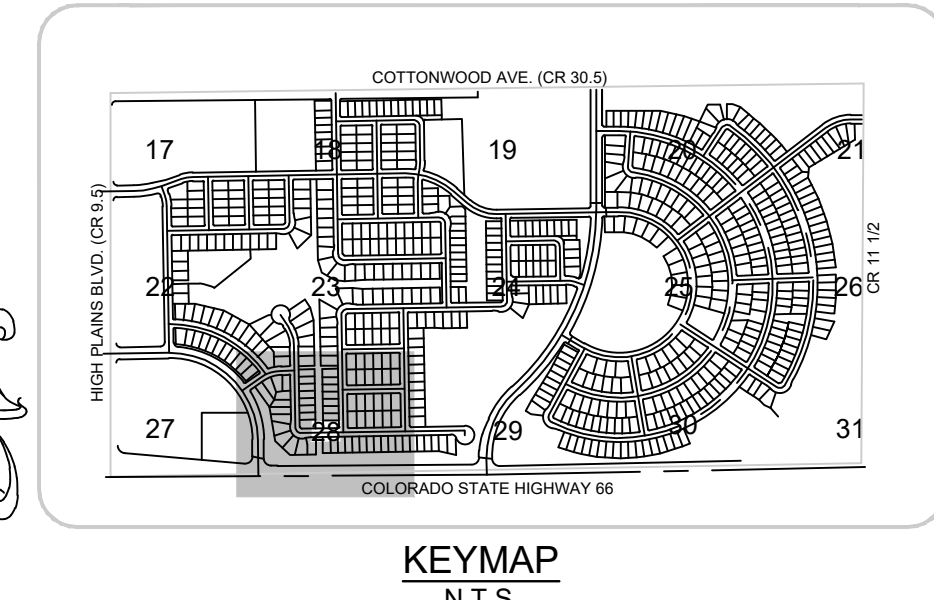
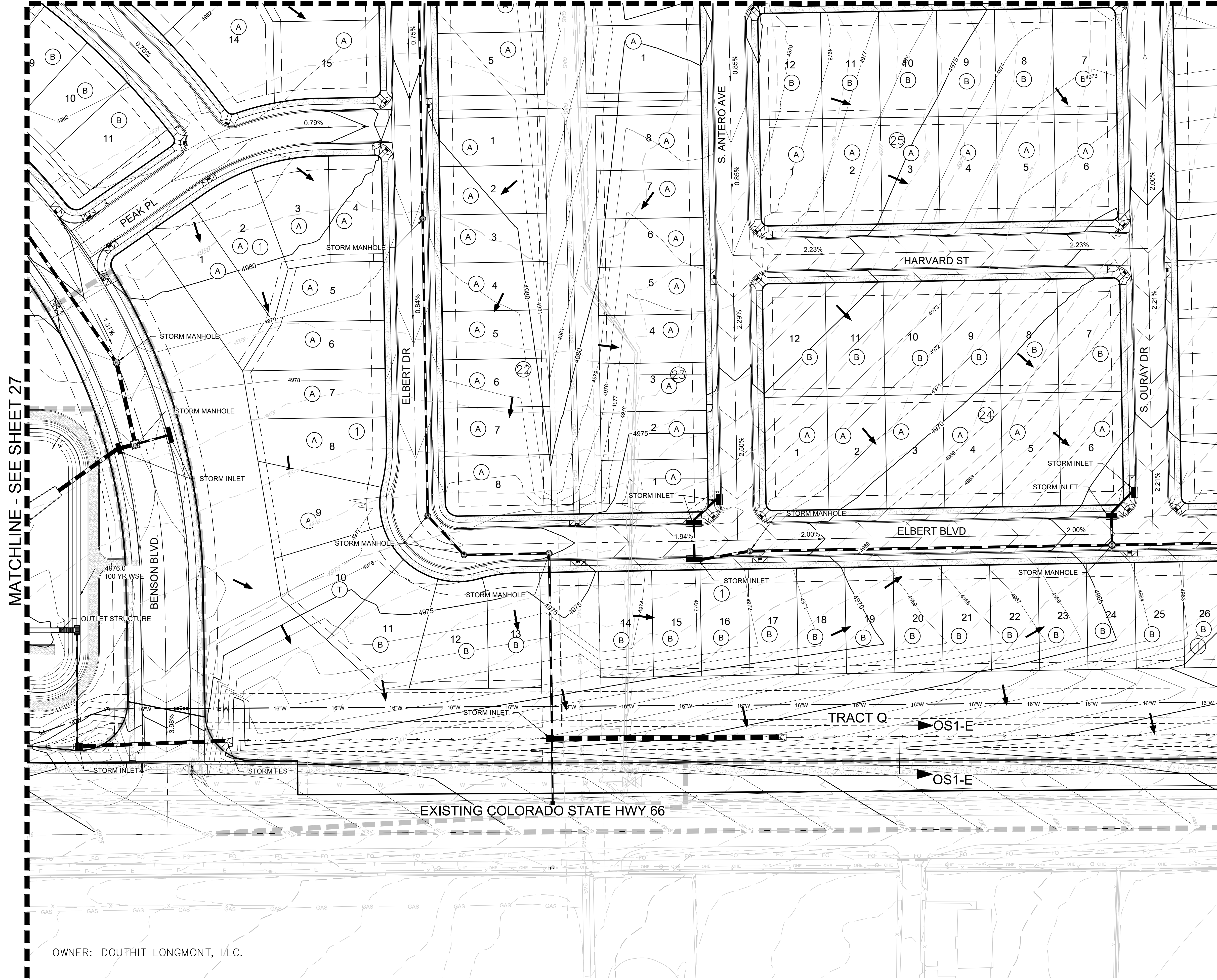
ABBREVIATIONS

AD	ANGLE DIFFERENCE	PL	PROPERTY LINE
EL	ELEVATION	PVC	POLYVINYL CHLORIDE
FG	FINISHED GRADE	RCBC	REINFORCED CONCRETE BOX CULVERT
FL	FLOW LINE	RCP	REINFORCED CONCRETE PIPE
FV	FIELD VERIFY	ROW	RIGHT OF WAY
GE	GAS EASEMENT	SD	STORM DRAIN
HP	HIGH POINT	SL	SECTION LINE
INV	INVERT	STA	STATION
LF	LINEAR FEET	T.O.P.	TOP OF PIPE
LP	LOW POINT	UE	UTILITY EASEMENT
MH	MANHOLE	WSE	WATER SURFACE ELEVATION
N.T.S.	NOT TO SCALE		



MEADOW RIDGE SUBDIVISION SKETCH PLAN/ PRELIMINARY PLAT

A PART OF SECTIONS 23 AND 24,
TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6th P.M., TOWN OF MEAD
COUNTY OF WELD, STATE OF COLORADO, AS FULLY DESCRIBED IN THE PRELIMINARY PLAT
MATCHLINE - SEE SHEET 23



LEGEND

②	BLOCK NUMBER	→	PROPOSED OVERLAND FLOW
(A)	LOT TYPE	---	CENTERLINE
6	LOT NUMBER	---	RIGHT-OF-WAY
EXISTING FLARED END SECTION		---	PROPERTY LINE
EXISTING STORM DRAIN INLET		---	EDGE OF PAVEMENT
EXISTING STORM DRAIN MANHOLE		---	EXISTING 5' CONTOUR
PROPOSED LIGHT POLE		---	EXISTING 1' CONTOUR
PROPOSED SIDEWALK		---	PROPOSED 5' CONTOUR
PROPOSED SIDEWALK RAMP		---	PROPOSED 1' CONTOUR
EXISTING ELEVATION		---	EXISTING STORM DRAIN
PROPOSED DESIGN ELEVATION		---	SECTION LINE
PROPOSED FINISHED GRADE		---	FILING BOUNDARY
		1.0%	PROPOSED SLOPE & DIRECTION

ABBREVIATIONS

AD	ANGLE DIFFERENCE	PL	PROPERTY LINE
EL	ELEVATION	PVC	POLYVINYL CHLORIDE
FG	FINISHED GRADE	RCBC	REINFORCED CONCRETE BOX CULVERT
FL	FLOW LINE	RCP	REINFORCED CONCRETE PIPE
FV	FIELD VERIFY	ROW	RIGHT OF WAY
GE	GAS EASEMENT	SD	STORM DRAIN
HP	HIGH POINT	SL	SECTION LINE
INV	INVERT	STA	STATION
LF	LINEAR FEET	T.O.P.	TOP OF PIPE
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WestwoodProfessionalServices, Inc.

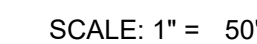
CMR HOLDING COMPANY, LLC
1288 S CLAYTON ST
DENVER, CO 80210

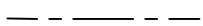
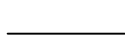
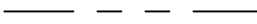
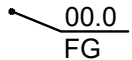
MEADOW RIDGE SUBDIVISION
PRELIMINARY PLAT
PRELIMINARY GRADING AND DRAINAGE PLAN

SCALE: AS SHOWN
DRAWN BY: TMB
CHECKED BY: TLO
DATE: APRIL 2022
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CENTER OF COLORADO

SHEET NUMBER
28



	BLOCK NUMBER		PROPOSED OVERLAND FLOW
	LOT TYPE		CENTERLINE
6	LOT NUMBER		RIGHT-OF-WAY
	EXISTING FLARED END SECTION		PROPERTY LINE
	EXISTING STORM DRAIN INLET		EDGE OF PAVEMENT
	EXISTING STORM DRAIN MANHOLE		EXISTING 5' CONTOUR
	EXISTING LIGHT POLE		EXISTING 1' CONTOUR
	PROPOSED SIDEWALK		PROPOSED 5' CONTOUR
	PROPOSED SIDEWALK RAMP		PROPOSED 1' CONTOUR
10.00	EXISTING ELEVATION		EXISTING STORM DRAIN
10.00	PROPOSED DESIGN ELEVATION		SECTION LINE
	PROPOSED FINISHED GRADE		FILING BOUNDARY
			PROPOSED SLOPE & DIRECTION

ABBREVIATIONS

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HP	HIGH POINT	SD	STORM DRAIN
INV	INVERT	SL	SECTION LINE
LF	LINEAR FEET	STA	STATION
LP	LOW POINT	T.O.P.	TOP OF PIPE
MH	MANHOLE	UE	UTILITY EASEMENT
N.T.S.	NOT TO SCALE	WSE	WATER SURFACE ELEVATION

OWNER: BAREFOOT, LLC.



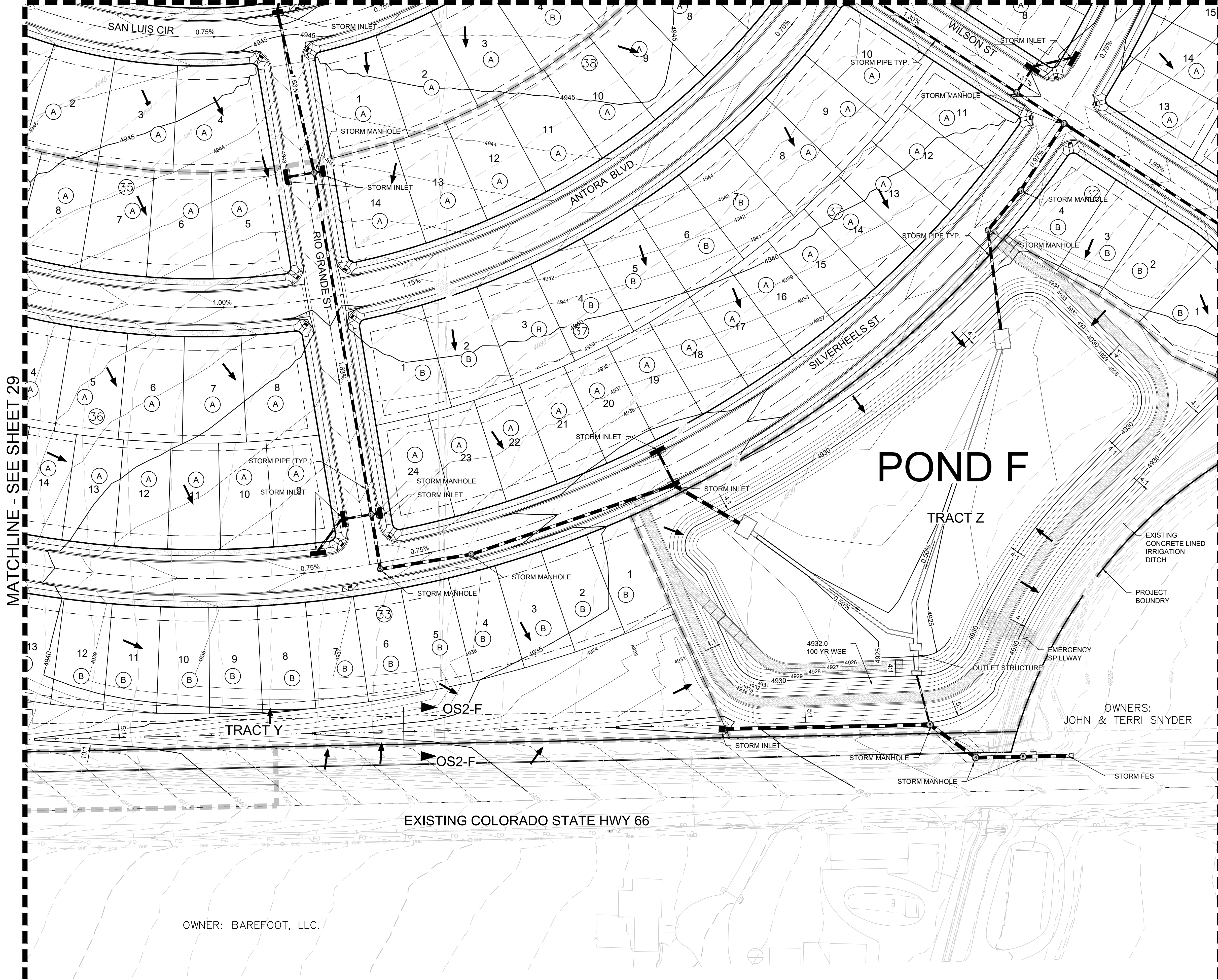
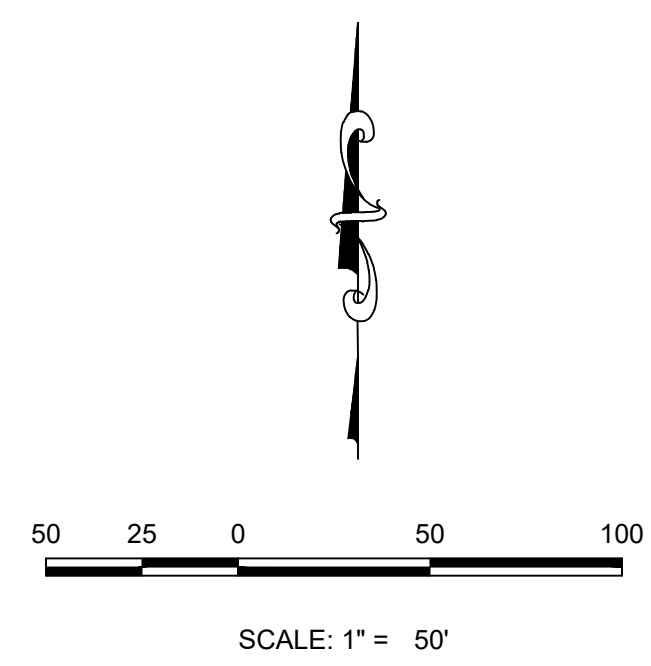
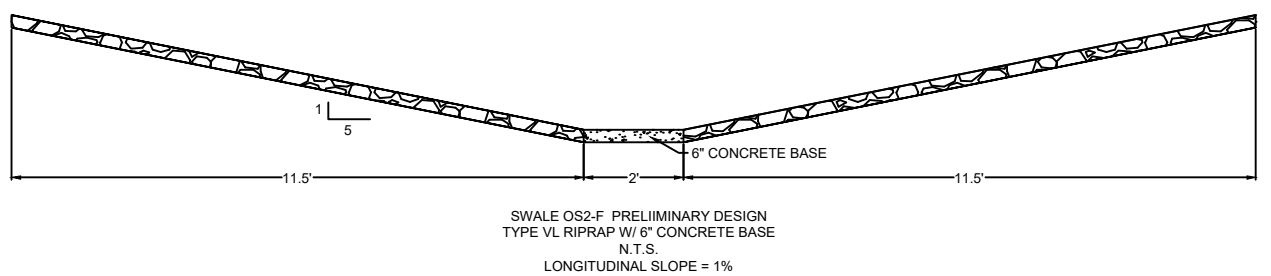
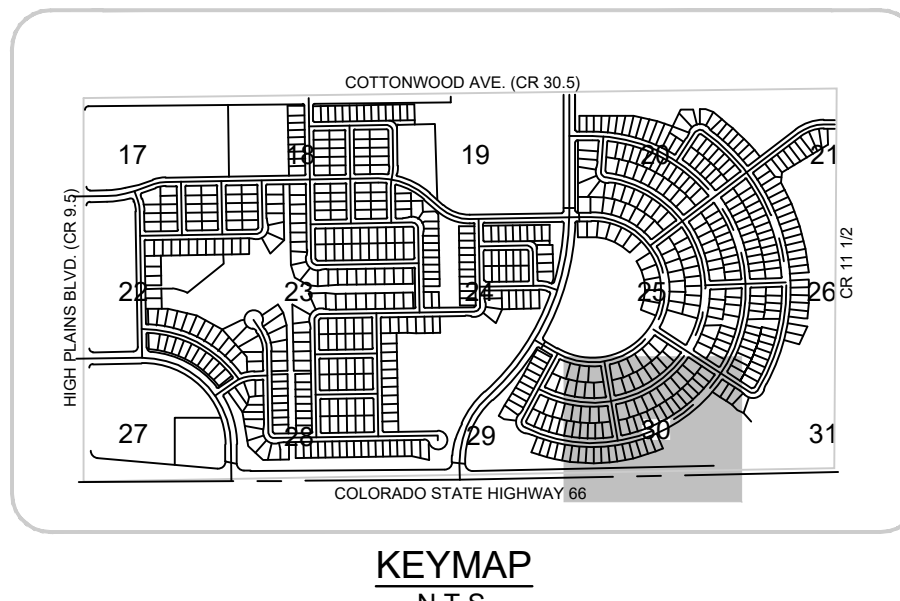
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SHEET NUMBER

29

MEADOW RIDGE SUBDIVISION
SKETCH PLAN/ PRELIMINARY PLAT

A PART OF SECTIONS 23 AND 24,
TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6th P.M., TOWN OF MEAD
COUNTY OF WELD, STATE OF COLORADO, AS FULLY DESCRIBED IN THE PRELIMINARY PLAT
MATCHLINE - SEE SHEET 25



LEGEND

②	BLOCK NUMBER	←	PROPOSED OVERLAND FLOW
Ⓐ	LOT TYPE	---	CENTERLINE
6	LOT NUMBER	---	RIGHT-OF-WAY
⌵	EXISTING FLARED END SECTION	---	PROPERTY LINE
---	EXISTING STORM DRAIN INLET	---	EDGE OF PAVEMENT
●	EXISTING STORM DRAIN MANHOLE	---	EXISTING 5' CONTOUR
⊙	PROPOSED LIGHT POLE	---	EXISTING 1' CONTOUR
---	PROPOSED SIDEWALK	---	PROPOSED 5' CONTOUR
■	PROPOSED SIDEWALK RAMP	---	PROPOSED 1' CONTOUR
10.00	EXISTING ELEVATION	---	EXISTING STORM DRAIN
10.00	PROPOSED DESIGN ELEVATION	---	SECTION LINE
00.0 FG	PROPOSED FINISHED GRADE	---	FILING BOUNDARY
		1.0%	PROPOSED SLOPE & DIRECTION

ABBREVIATIONS

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FL	FLOW LINE	RCP	REINFORCED CONCRETE PIPE
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GE	GAS EASEMENT	SD	STORM DRAIN
HP	HIGH POINT	SL	SECTION LINE
INV	INVERT	STA	STATION
LF	LINEAR FEET	T.O.P.	TOP OF PIPE
LP	LOW POINT	UE	UTILITY EASEMENT
MH	MANHOLE	WSE	WATER SURFACE ELEVATION
N.T.S.	NOT TO SCALE		

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CHECKED BY: TLO		FILE NO: 29360	
DATE: APRIL 2022		DATE: APRIL 2022	

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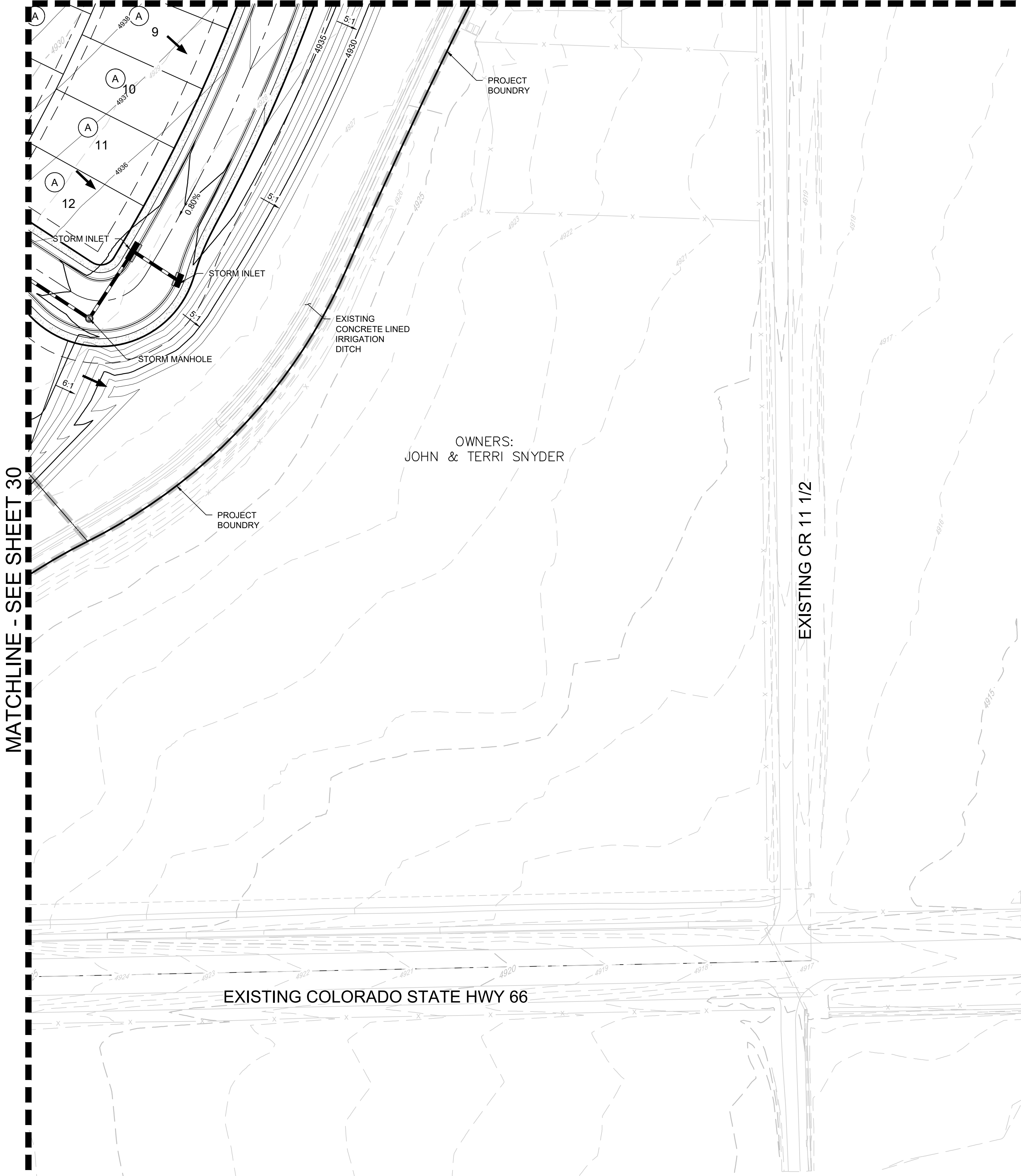
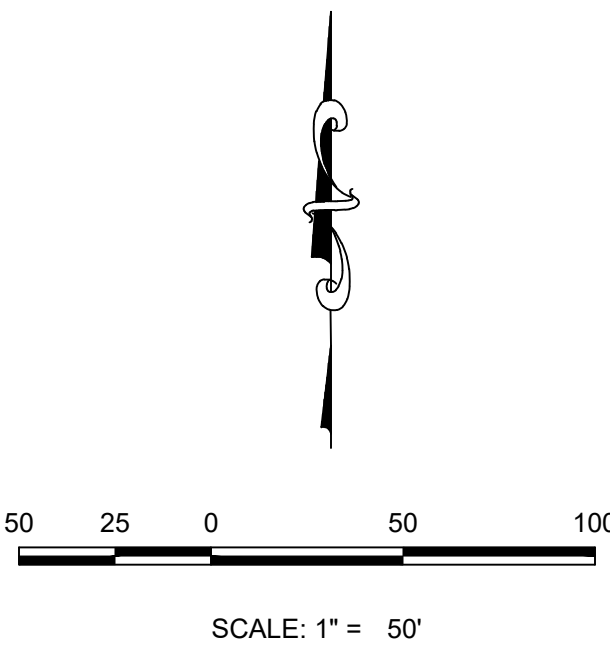
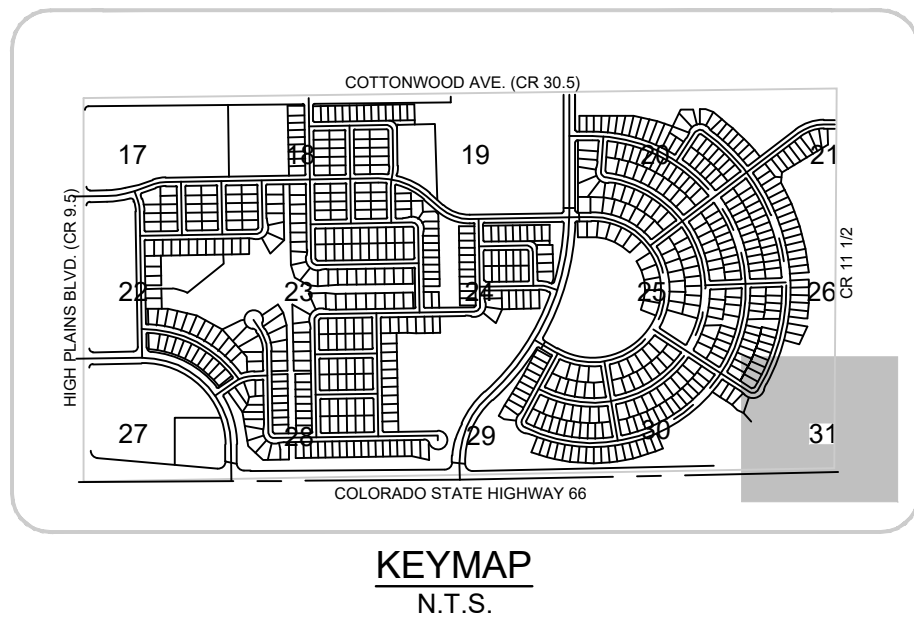
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MEADOW RIDGE SUBDIVISION
PRELIMINARY PLAT
PRELIMINARY GRADING AND DRAINAGE PLAN

OWNER: BAREFOOT, LLC.

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CENTER OF COLORADO

MEADOW RIDGE SUBDIVISION
SKETCH PLAN/ PRELIMINARY PLAT
A PART OF SECTIONS 23 AND 24,
TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6th P.M.,TOWN OF MEAD
COUNTY OF WELD, STATE OF COLORADO, AS FULLY DESCRIBED IN THE PRELIMINARY PLAT
MATCHLINE - SEE SHEET 26



LEGEND

②	BLOCK NUMBER	←	PROPOSED OVERLAND FLOW
(A)	LOT TYPE	- - - - -	CENTERLINE
6	LOT NUMBER	— — — — —	RIGHT-OF-WAY
⚡	EXISTING FLARED END SECTION	— — — — —	PROPERTY LINE
▬	EXISTING STORM DRAIN INLET	— — — — —	EDGE OF PAVEMENT
●●●	EXISTING STORM DRAIN MANHOLE	— 5615 —	EXISTING 5' CONTOUR
☀	PROPOSED LIGHT POLE	— 5616 —	EXISTING 1' CONTOUR
▬▬▬	PROPOSED SIDEWALK	— 5620 —	PROPOSED 5' CONTOUR
▬▬▬	PROPOSED SIDEWALK RAMP	— 5607 —	PROPOSED 1' CONTOUR
10.00	EXISTING ELEVATION	▬▬▬	EXISTING STORM DRAIN
10.00	PROPOSED DESIGN ELEVATION	- - - - -	SECTION LINE
00.0 FG	PROPOSED FINISHED GRADE	▬▬▬	FILING BOUNDARY
		1.0%	PROPOSED SLOPE & DIRECTION

ABBREVIATIONS

AD	ANGLE DIFFERENCE	PL	PROPERTY LINE
EL	ELEVATION	PVC	POLYVINYL CHLORIDE
FG	FINISHED GRADE	RCBC	REINFORCED CONCRETE BOX CULVERT
FL	FLOW LINE	RCP	REINFORCED CONCRETE PIPE
FV	FIELD VERIFY	ROW	RIGHT OF WAY
GE	GAS EASEMENT	SD	STORM DRAIN
HP	HIGH POINT	SL	SECTION LINE
INV	INVERT	STA	STATION
LF	LINEAR FEET	T.O.P.	TOP OF PIPE
LP	LOW POINT	UE	UTILITY EASEMENT
MH	MANHOLE	WSE	WATER SURFACE ELEVATION
N.T.S.	NOT TO SCALE		

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PRELIMINARY PLAT
PRELIMINARY GRADING AND DRAINAGE PLAN

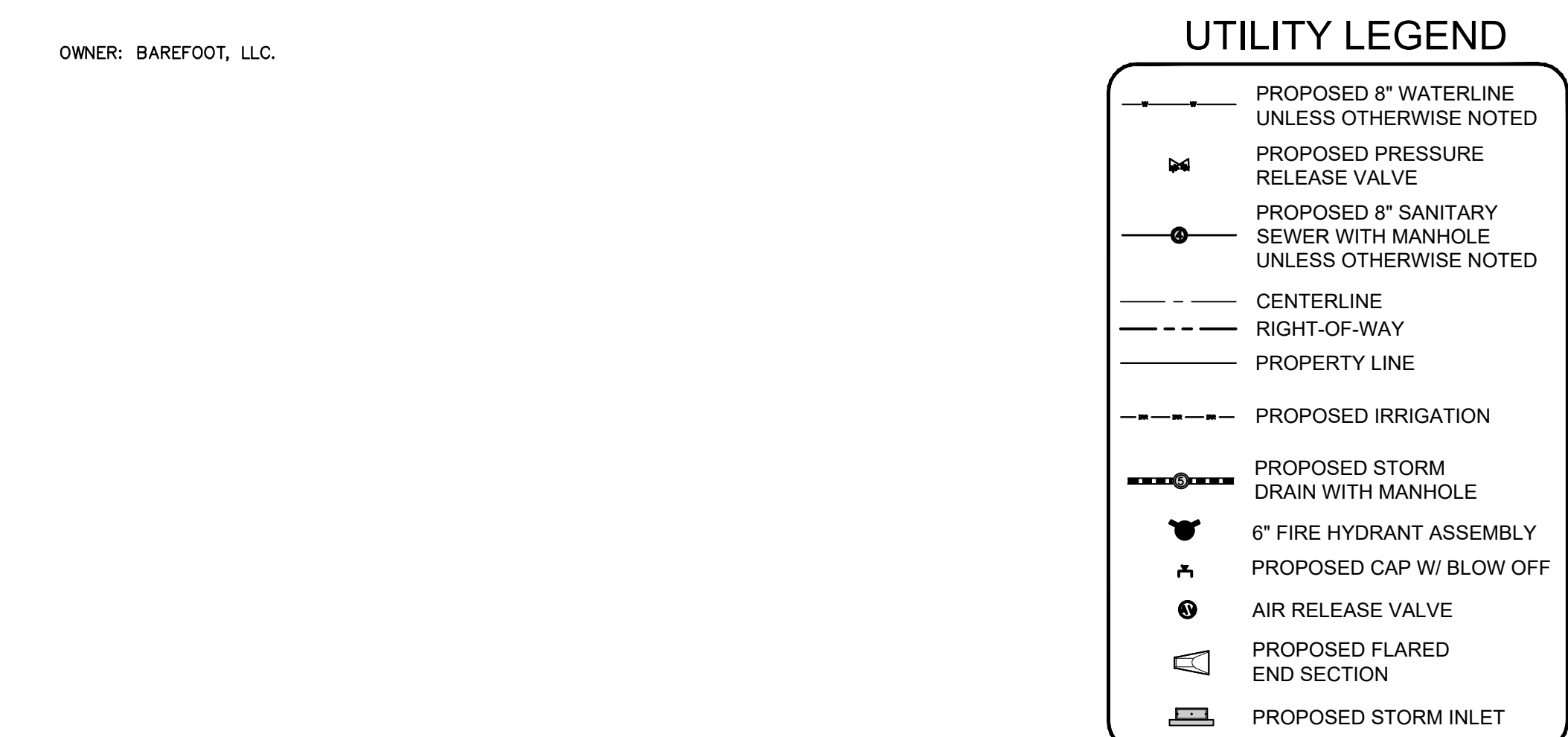
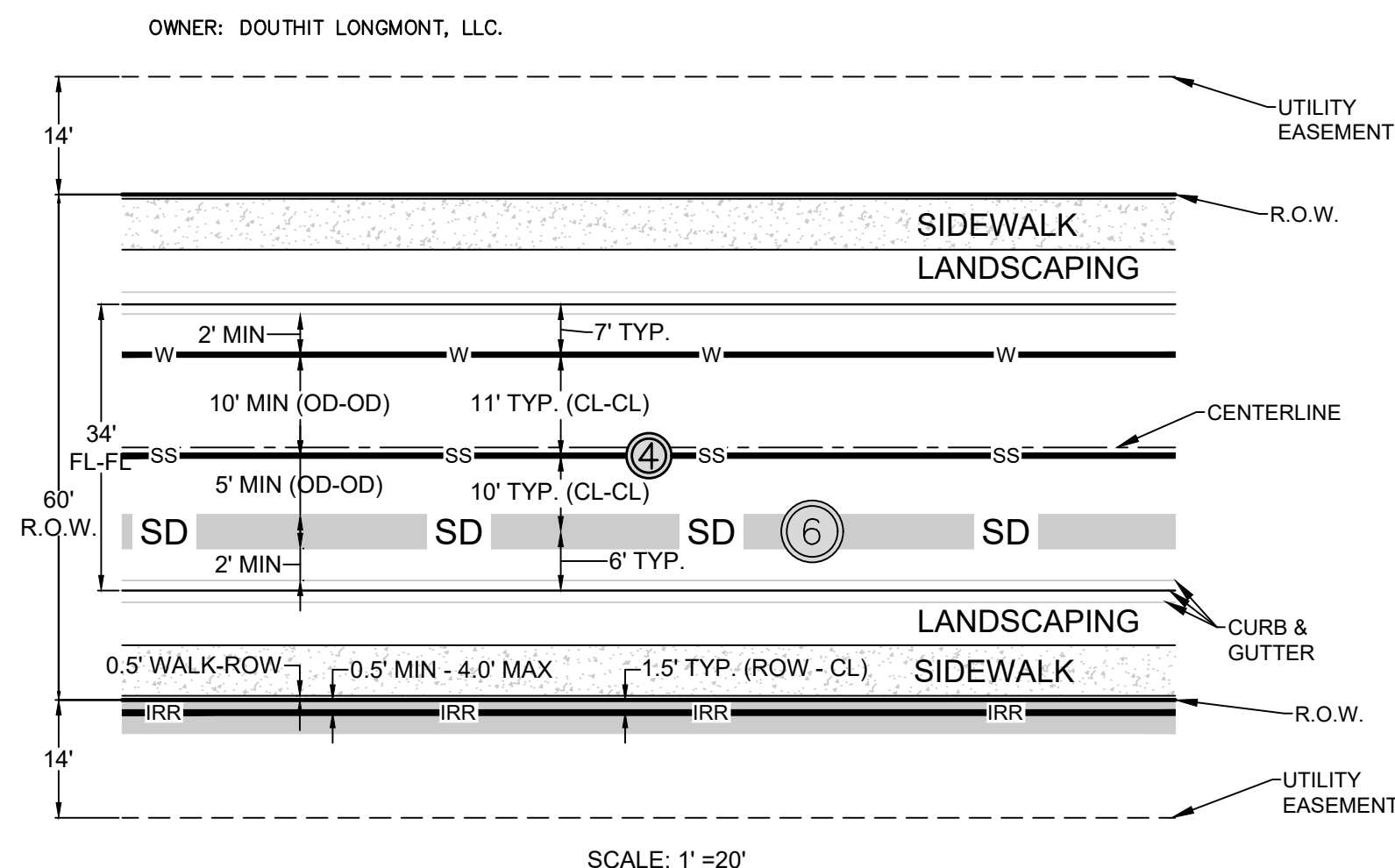
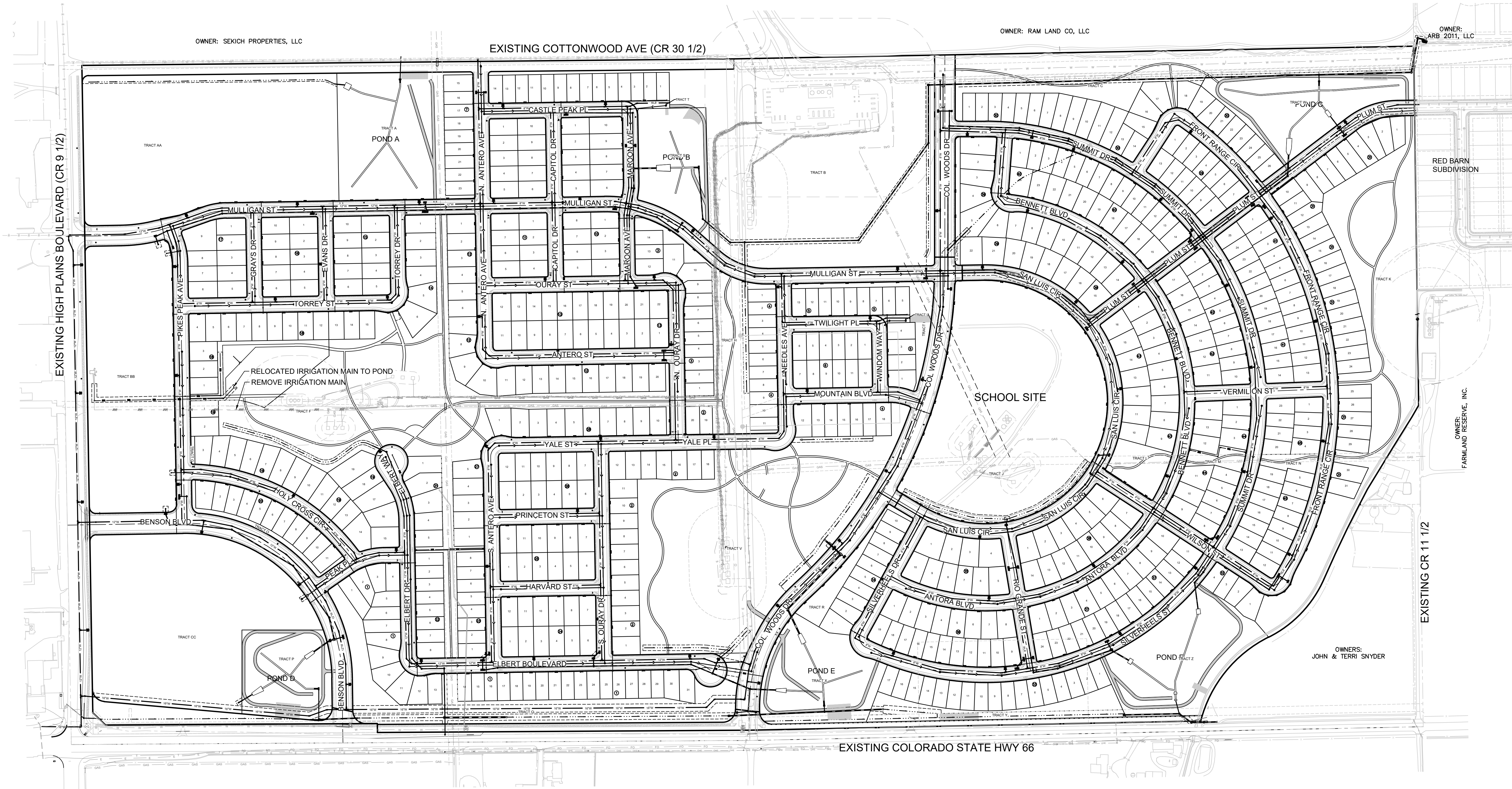
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SHEET NUMBER
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A PART OF SECTIONS 23 AND 24,
TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6th P.M., TOWN OF MEAD
COUNTY OF WELD, STATE OF COLORADO, AS FULLY DESCRIBED IN THE PRELIMINARY PLAT



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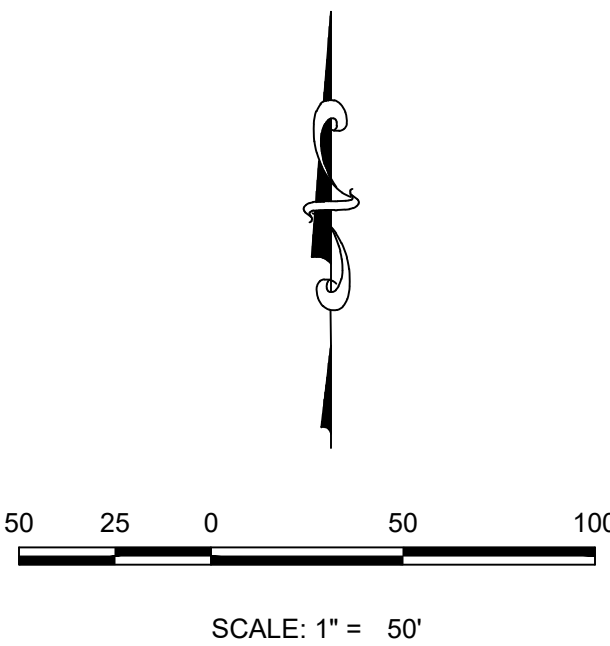
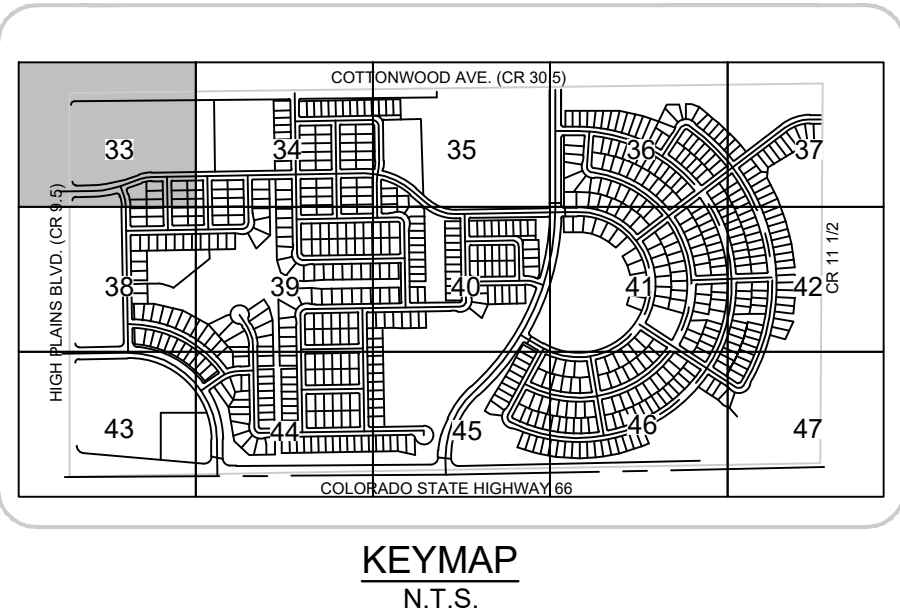
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PRELIMINARY PLAT
PRELIMINARY OVERALL UTILITY PLAN

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SHEET NUMBER 32

MEADOW RIDGE SUBDIVISION SKETCH PLAN/ PRELIMINARY PLAT

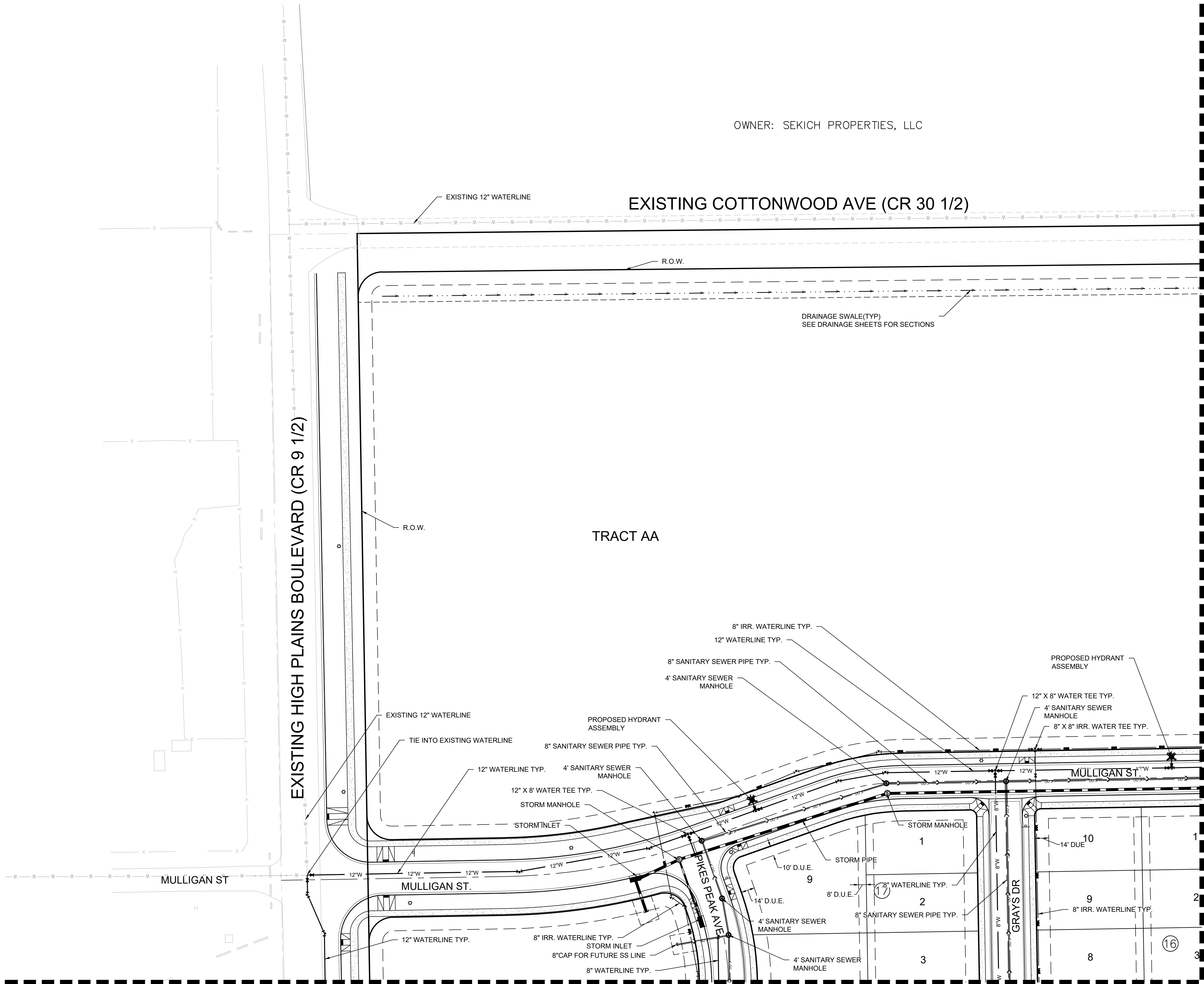
A PART OF SECTIONS 23 AND 24,
TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6th P.M.,TOWN OF MEAD
COUNTY OF WELD, STATE OF COLORADO, AS FULLY DESCRIBED IN THE PRELIMINARY PLAT

OWNER: SEKICH PROPERTIES, LLC



UTILITY LEGEND

- PROPOSED 8" WATERLINE UNLESS OTHERWISE NOTED
- PROPOSED PRESSURE RELEASE VALVE
- PROPOSED 8" SANITARY SEWER WITH MANHOLE UNLESS OTHERWISE NOTED
- CENTERLINE
- RIGHT-OF-WAY
- PROPERTY LINE
- PROPOSED IRRIGATION
- PROPOSED STORM DRAIN WITH MANHOLE
- 6" FIRE HYDRANT ASSEMBLY
- PROPOSED CAP W/ BLOW OFF
- AIR RELEASE VALVE
- PROPOSED FLARED END SECTION
- PROPOSED STORM INLET



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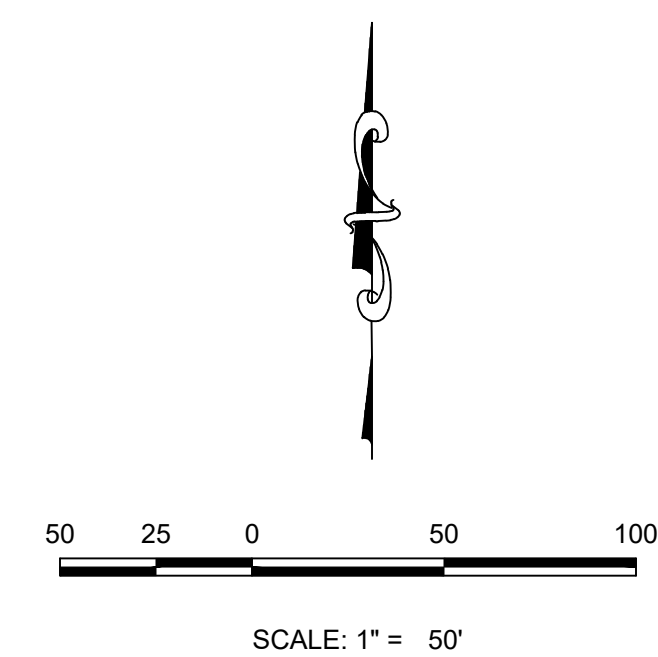
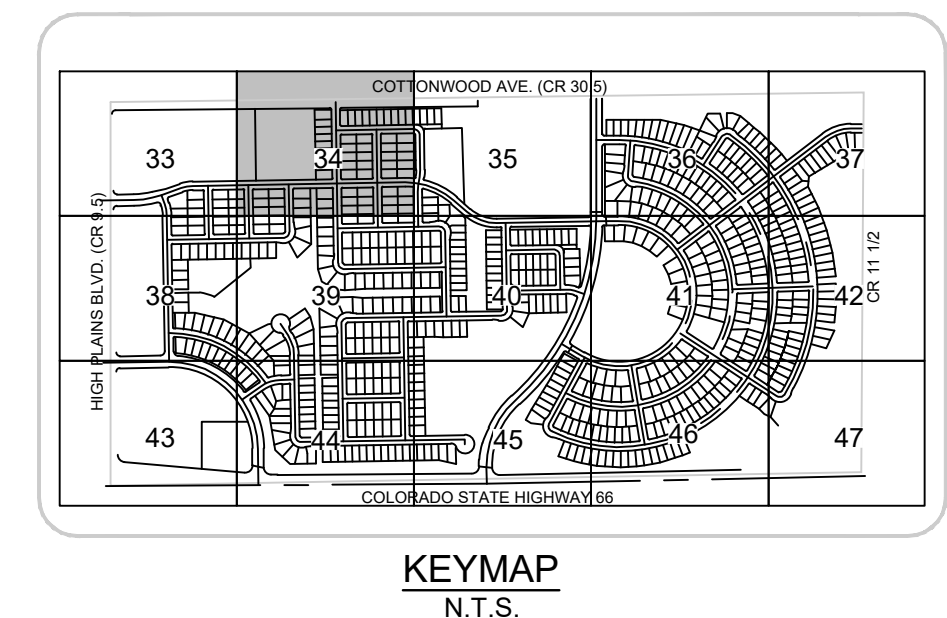
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PRELIMINARY PLAT
PRELIMINARY AREA UTILITY PLAN

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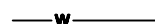
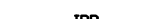
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OWNER: SEKICH PROPERTIES, LLC



UTILITY LEGEND

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	PROPOSED PRESSURE RELEASE VALVE
	PROPOSED 8" SANITARY SEWER WITH MANHOLE UNLESS OTHERWISE NOTED
	CENTERLINE
	RIGHT-OF-WAY
	PROPERTY LINE
	PROPOSED IRRIGATION
	PROPOSED STORM DRAIN WITH MANHOLE
	6" FIRE HYDRANT ASSEMBLY
	PROPOSED CAP W/ BLOW OFF
	AIR RELEASE VALVE
	PROPOSED FLARED END SECTION
	PROPOSED STORM INLET

MATCHLINE - SEE SHEET 33

MATCHLINE - SEE SHEET 35

MATCHLINE - SEE SHEET 39



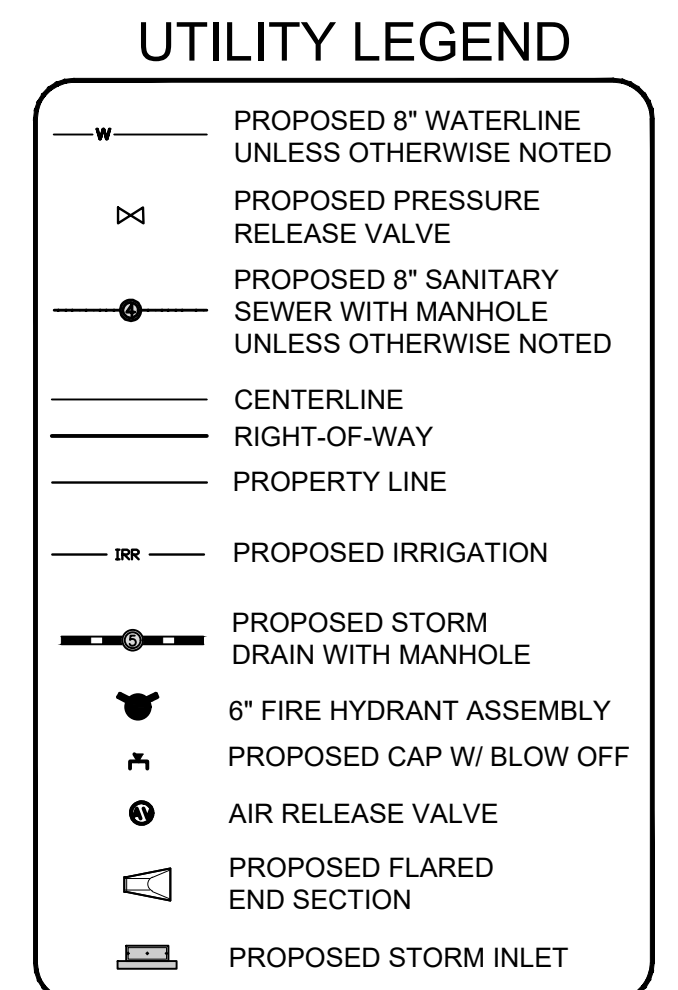
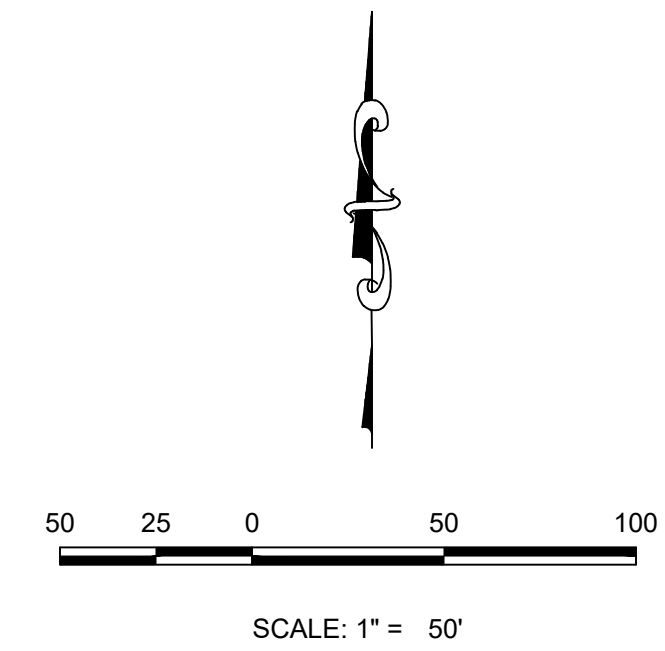
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34

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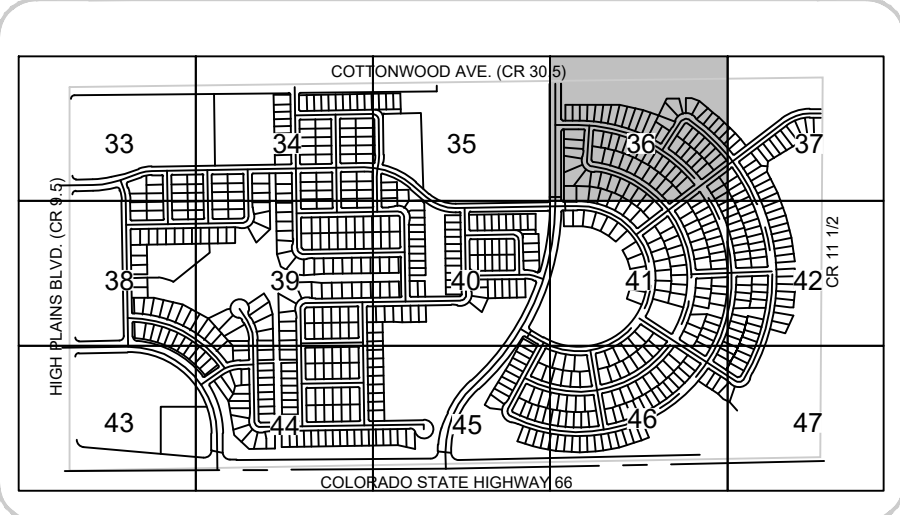
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SHEET NUMBER 35	DRAWN BY: TMB		SCALE:	MEADOW RIDGE SUBDIVISION PRELIMINARY PLAT PRELIMINARY AREA UTILITY PLAN	CMR HOLDING COMPANY, LLC 1288 S CLAYTON ST DENVER, CO 80210	 10333 E DRY CREEK RD. SUITE 240 ENGLEWOOD, CO 80112 TEL: 720.482.9526	Westwoods.com Westwood Professional Services, Inc.	No. Revisions Date Appr.
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	DATE: APRIL 2022		29360					

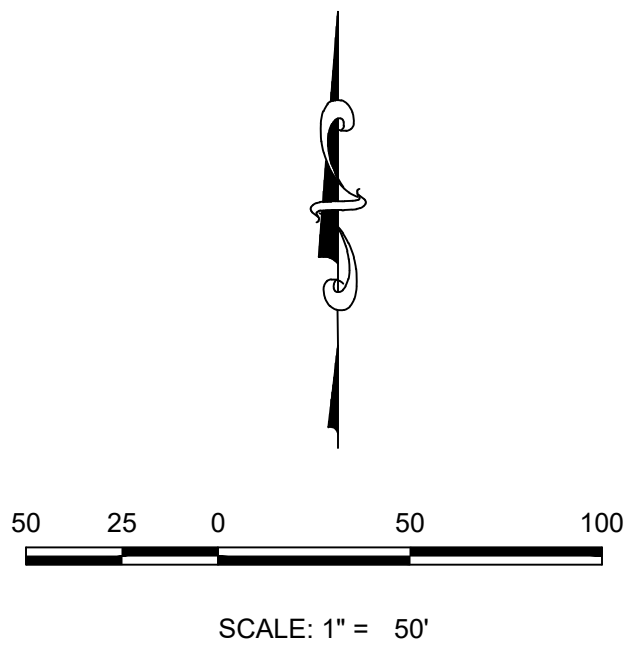
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A PART OF SECTIONS 23 AND 24,
TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6th P.M., TOWN OF MEAD
COUNTY OF WELD, STATE OF COLORADO, AS FULLY DESCRIBED IN THE PRELIMINARY PLAT

OWNER: RAM LAND CO, LLC



KEYMAP
N.T.S.



UTILITY LEGEND

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- PROPOSED PRESSURE RELEASE VALVE
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- 6" FIRE HYDRANT ASSEMBLY
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- AIR RELEASE VALVE
- PROPOSED FLARED END SECTION
- PROPOSED STORM INLET

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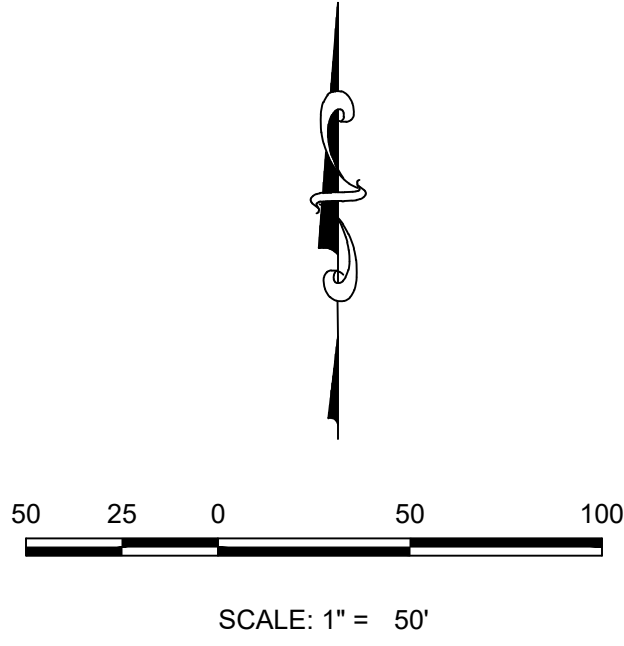
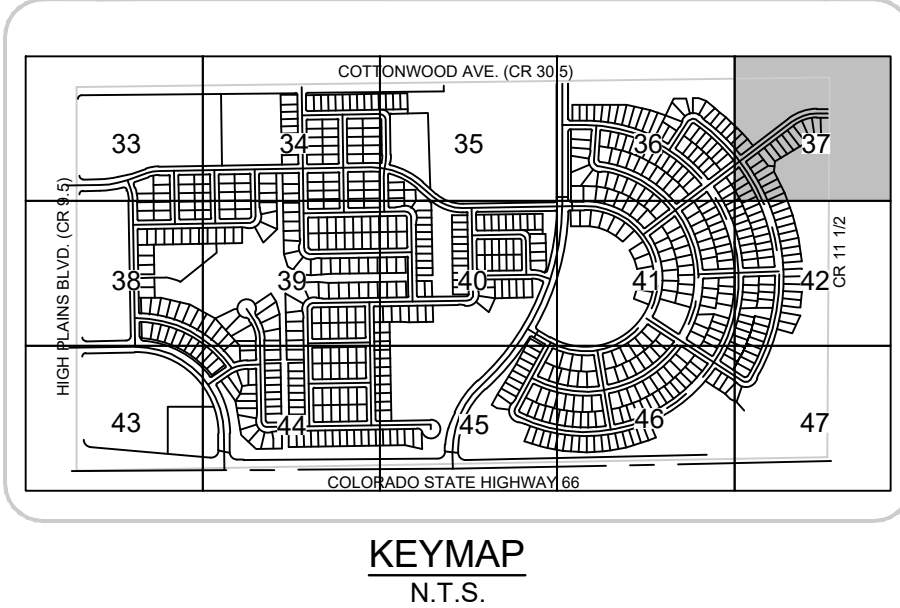
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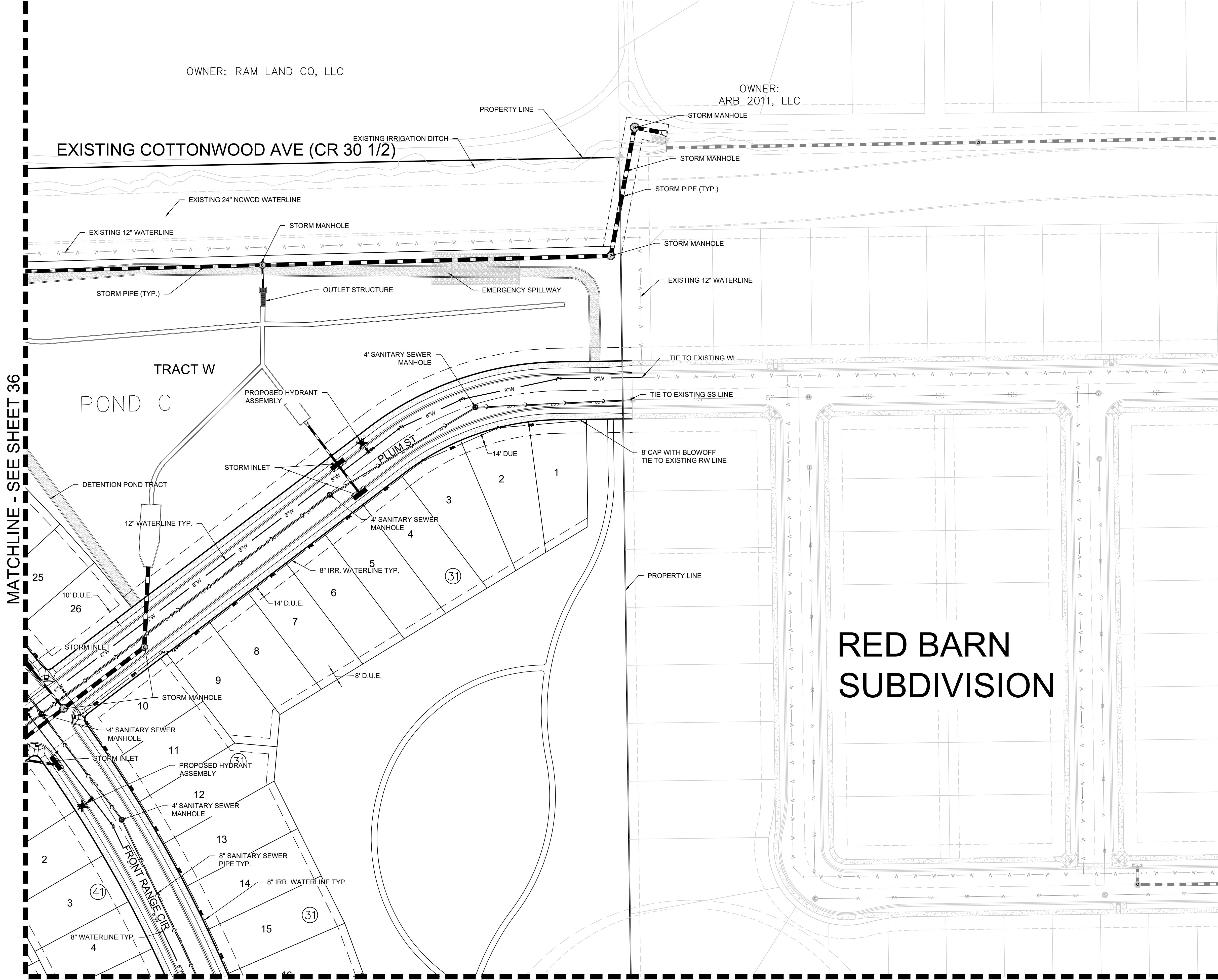
MEADOW RIDGE SUBDIVISION
SKETCH PLAN/ PRELIMINARY PLAT

A PART OF SECTIONS 23 AND 24,
TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6th P.M., TOWN OF MEAD
COUNTY OF WELD, STATE OF COLORADO, AS FULLY DESCRIBED IN THE PRELIMINARY PLAT



UTILITY LEGEND

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- PROPERTY LINE
- PROPOSED IRRIGATION
- PROPOSED STORM DRAIN WITH MANHOLE
- 6" FIRE HYDRANT ASSEMBLY
- PROPOSED CAP W/ BLOW OFF
- AIR RELEASE VALVE
- PROPOSED FLARED END SECTION
- PROPOSED STORM INLET



MATCHLINE - SEE SHEET 36

MATCHLINE - SEE SHEET 42

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PRELIMINARY PLAT
PRELIMINARY AREA UTILITY PLAN

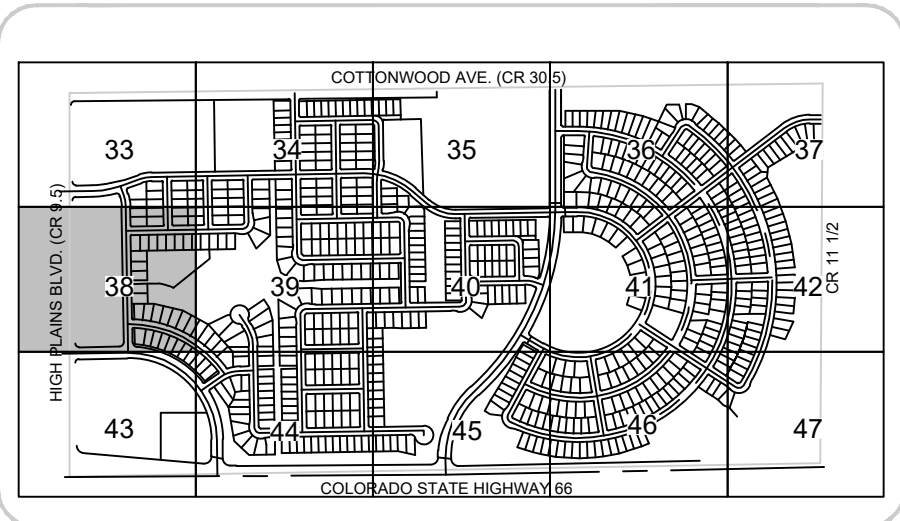
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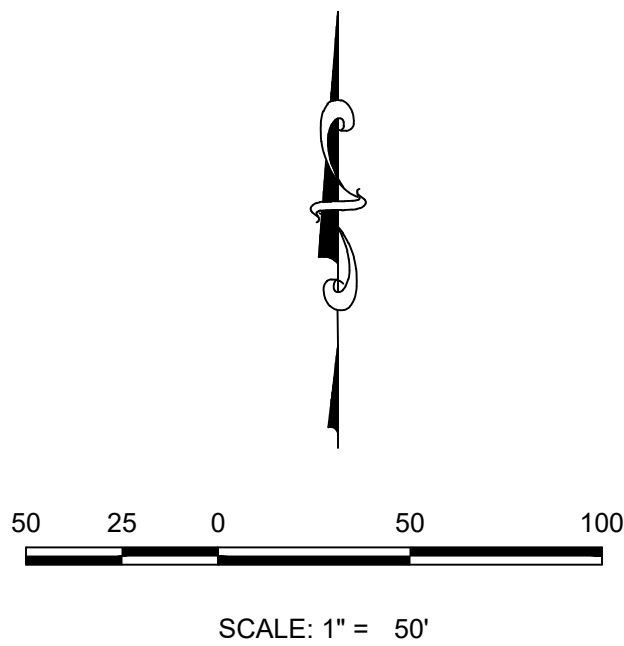
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37

MEADOW RIDGE SUBDIVISION
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COUNTY OF WELD, STATE OF COLORADO, AS FULLY DESCRIBED IN THE PRELIMINARY PLAT



KEYMAP
N.T.S.



UTILITY LEGEND

- PROPOSED 8" WATERLINE UNLESS OTHERWISE NOTED
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- PROPOSED 8" SANITARY SEWER WITH MANHOLE UNLESS OTHERWISE NOTED
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- PROPOSED STORM INLET

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MEADOW RIDGE SUBDIVISION
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PRELIMINARY AREA UTILITY PLAN

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MATCHLINE - SEE SHEET 33

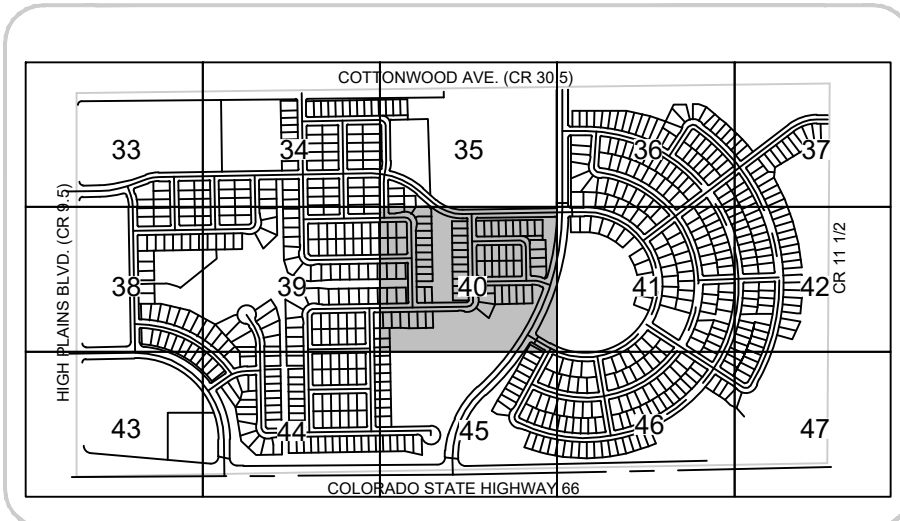
EXISTING HIGH PLAINS BOULEVARD (CR 9 1/2)

MATCHLINE - SEE SHEET 39

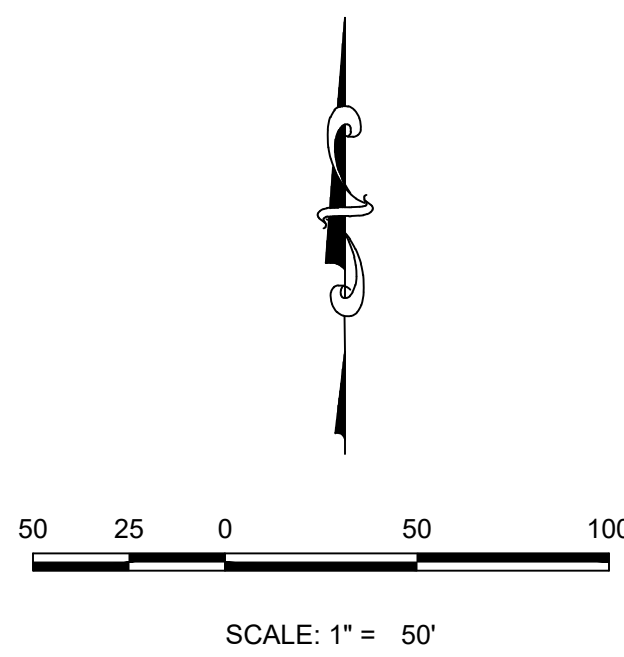
MATCHLINE - SEE SHEET 43

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SKETCH PLAN/ PRELIMINARY PLAT

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COUNTY OF WELD, STATE OF COLORADO, AS FULLY DESCRIBED IN THE PRELIMINARY PLAT

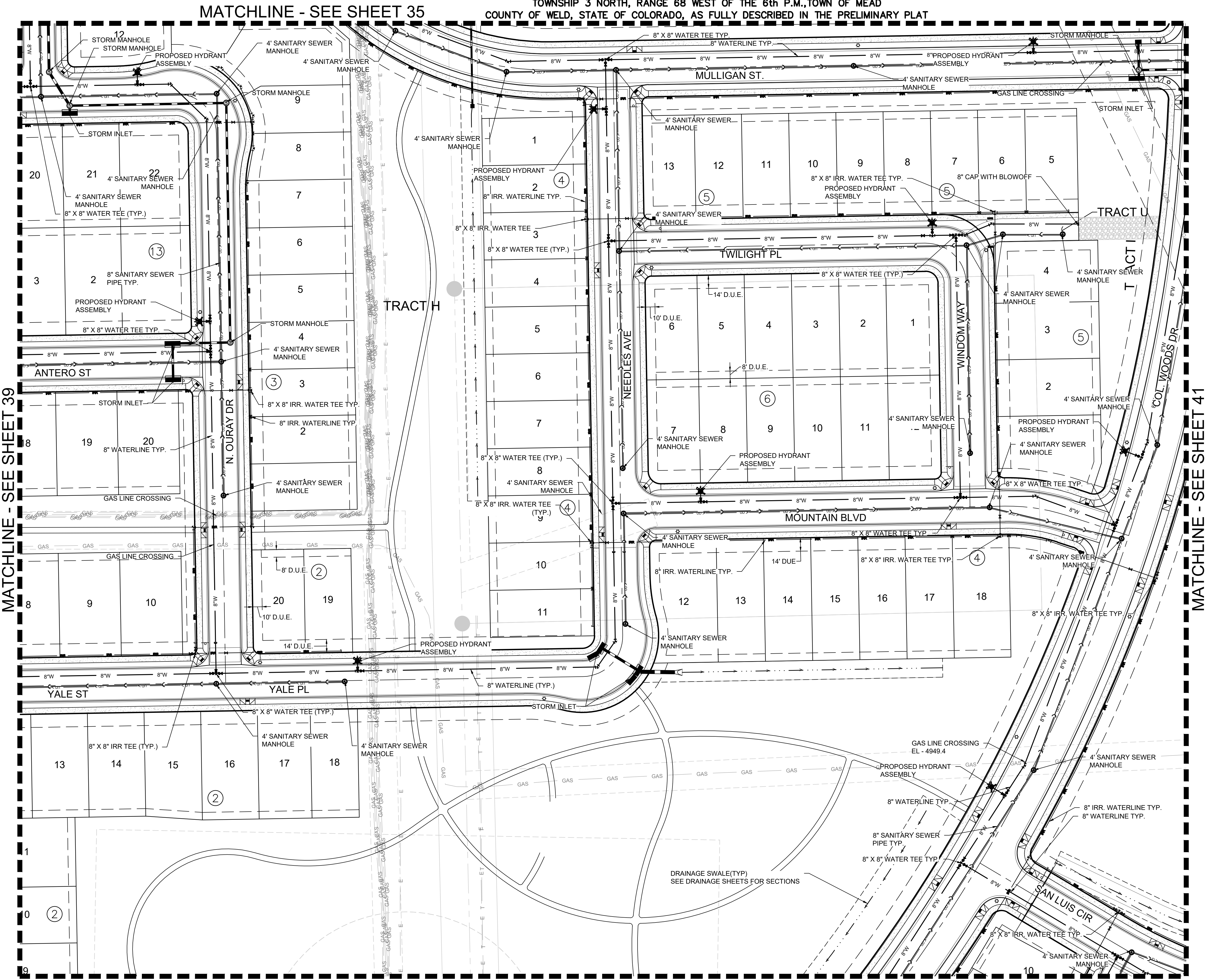


KEYMAP
N.T.S.



UTILITY LEGEND

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- PROPOSED PRESSURE RELEASE VALVE
- PROPOSED 8" SANITARY SEWER WITH MANHOLE UNLESS OTHERWISE NOTED
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- AIR RELEASE VALVE
- PROPOSED FLARED END SECTION
- PROPOSED STORM INLET



MATCHLINE - SEE SHEET 39

MATCHLINE - SEE SHEET 41

MATCHLINE - SEE SHEET 45

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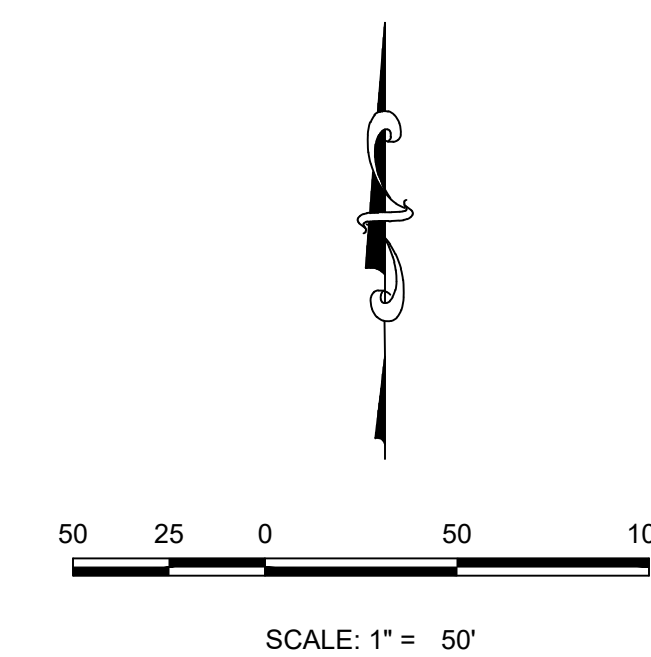
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MATCHLINE - SEE SHEET 36



	PROPOSED 8" WATERLINE UNLESS OTHERWISE NOTED
	PROPOSED PRESSURE RELEASE VALVE
	PROPOSED 8" SANITARY SEWER WITH MANHOLE UNLESS OTHERWISE NOTED
	CENTERLINE
	RIGHT-OF-WAY
	PROPERTY LINE
	PROPOSED IRRIGATION
	PROPOSED STORM DRAIN WITH MANHOLE
	6" FIRE HYDRANT ASSEMBLY
	PROPOSED CAP W/ BLOW OFF
	AIR RELEASE VALVE
	PROPOSED FLARED END SECTION
	PROPOSED STORM INLET

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PRELIMINARY AREA UTILITY PLAN

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SHEET NUMBER

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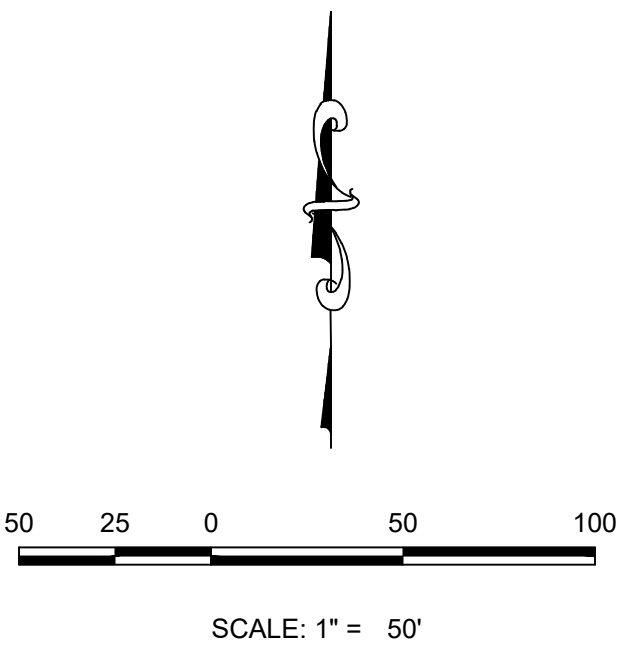
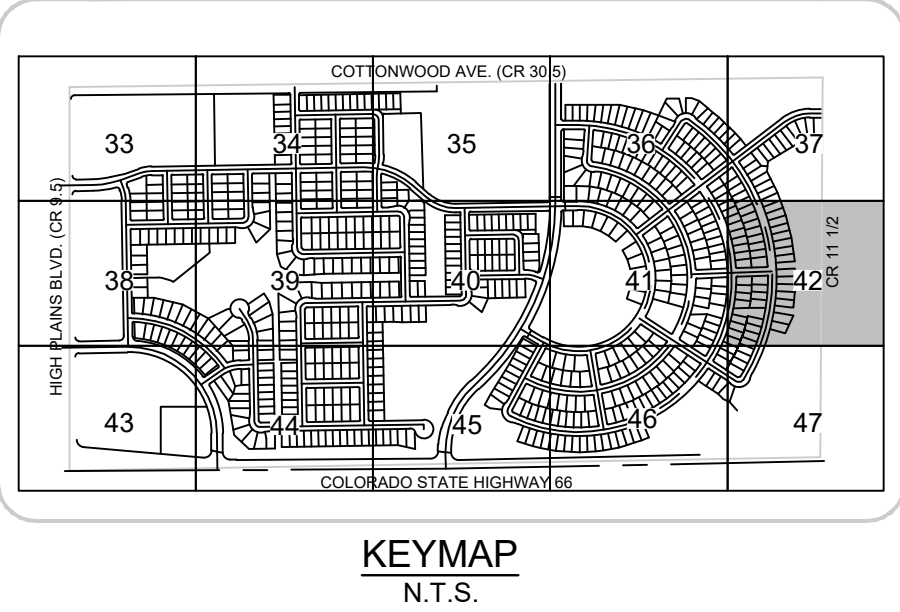
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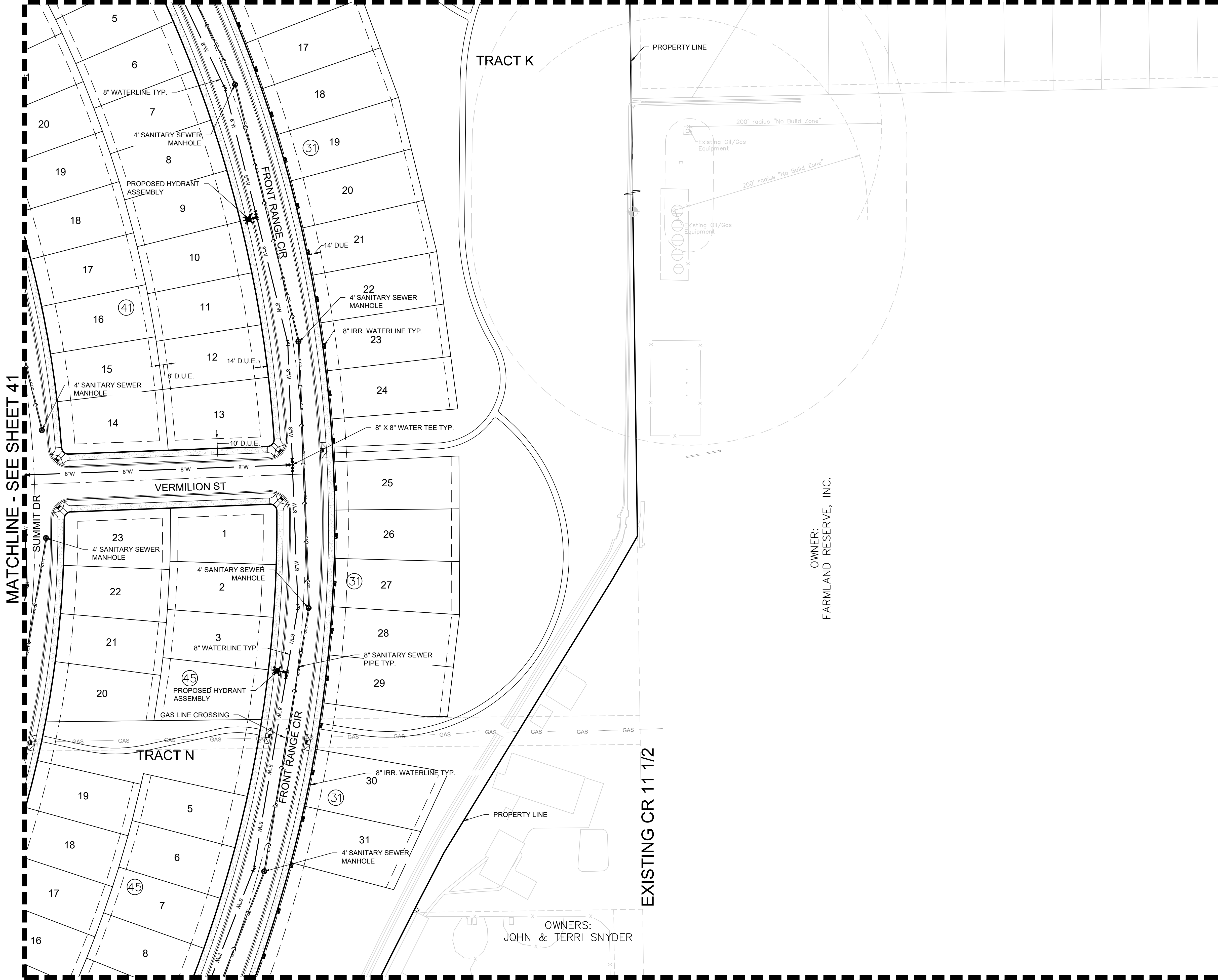
A PART OF SECTIONS 23 AND 24,
TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6th P.M., TOWN OF MEAD
COUNTY OF WELD, STATE OF COLORADO, AS FULLY DESCRIBED IN THE PRELIMINARY PLAT

MATCHLINE - SEE SHEET 37



UTILITY LEGEND

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- PROPOSED PRESSURE RELEASE VALVE
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- CENTERLINE
- RIGHT-OF-WAY
- PROPERTY LINE
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- PROPOSED STORM DRAIN WITH MANHOLE
- 6" FIRE HYDRANT ASSEMBLY
- PROPOSED CAP W/ BLOW OFF
- AIR RELEASE VALVE
- PROPOSED FLARED END SECTION
- PROPOSED STORM INLET



MATCHLINE - SEE SHEET 41

EXISTING CR 11 1/2

MATCHLINE - SEE SHEET 47

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PRELIMINARY AREA UTILITY PLAN

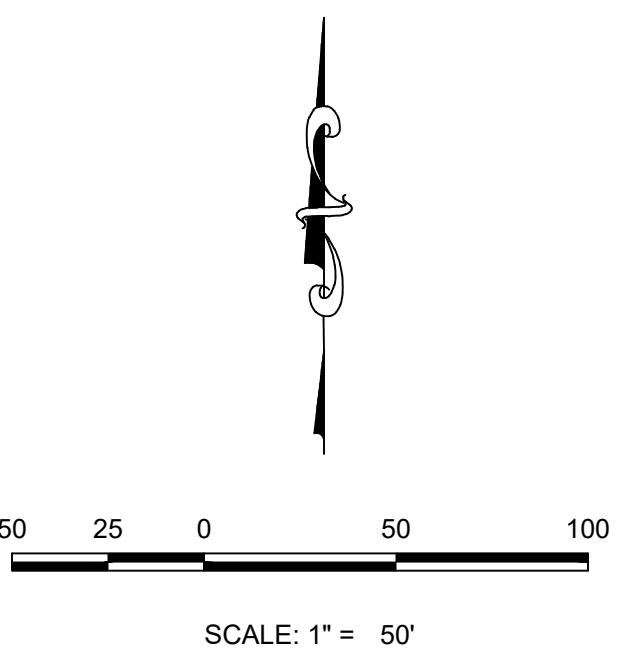
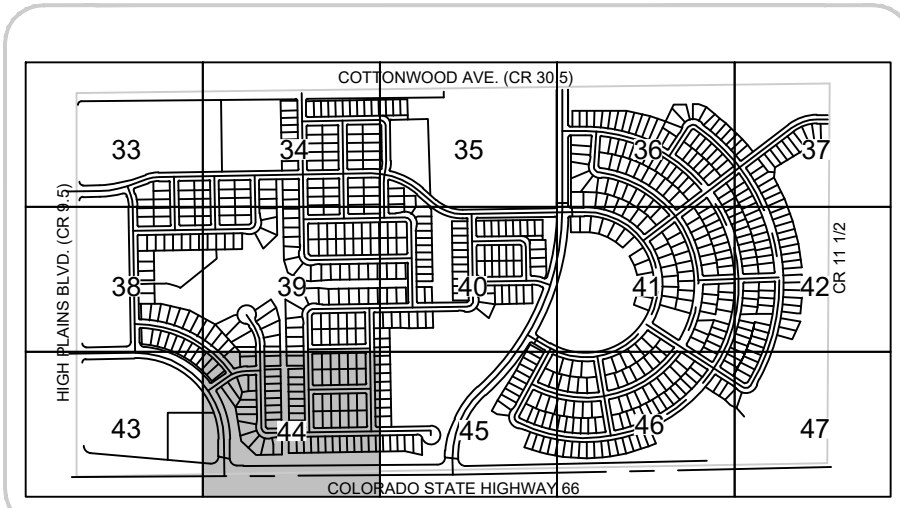
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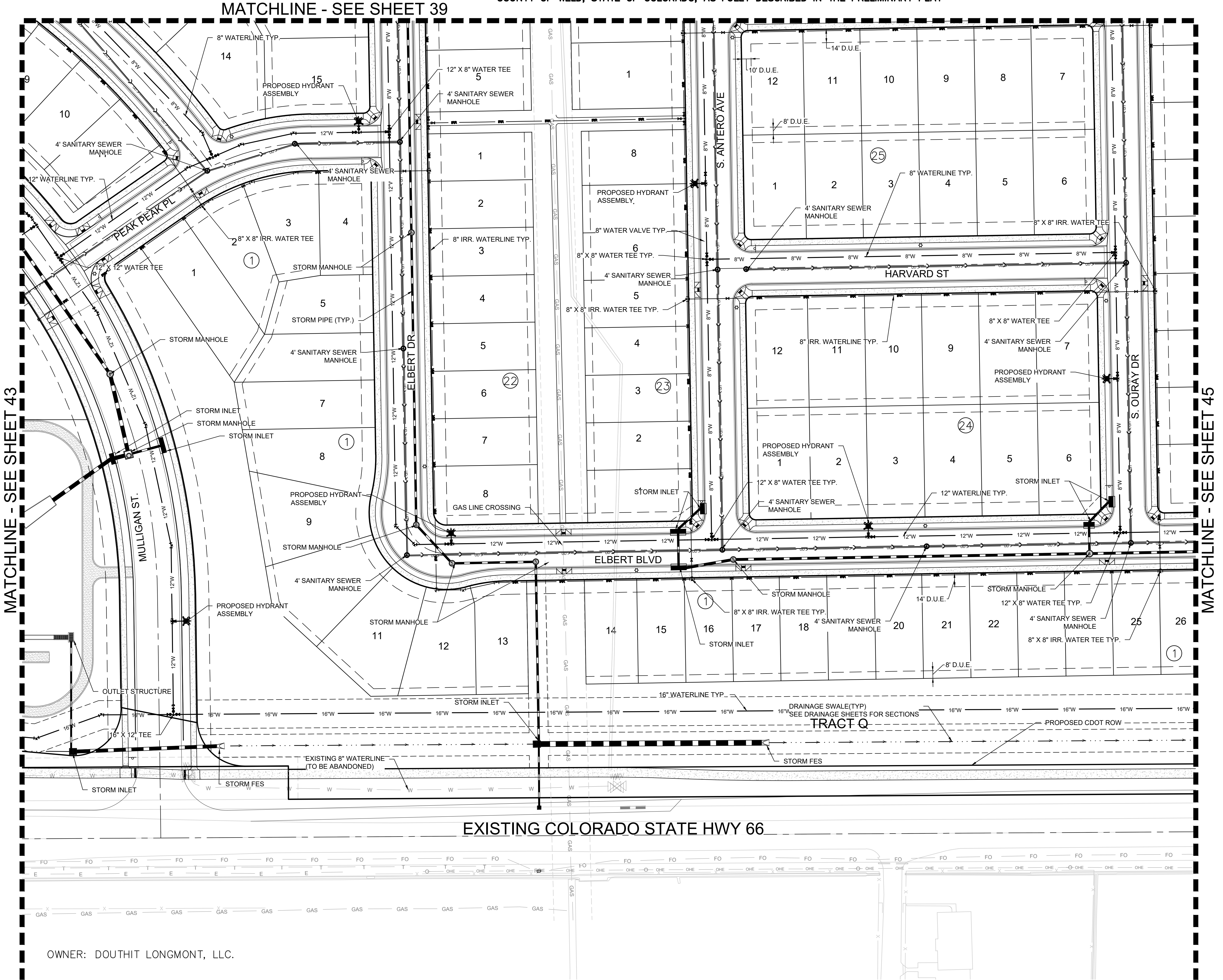
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A PART OF SECTIONS 23 AND 24,
TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6th P.M., TOWN OF MEAD
COUNTY OF WELD, STATE OF COLORADO, AS FULLY DESCRIBED IN THE PRELIMINARY PLAT



UTILITY LEGEND

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- PROPOSED CAP W/ BLOW OFF
- AIR RELEASE VALVE
- PROPOSED FLARED END SECTION
- PROPOSED STORM INLET



OWNER: DOUTHIT LONGMONT, LLC.

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UNCC 1-800-922-1987

Westwood
10333 E DRY CREEK RD.
SUITE 240
ENGLEWOOD, CO 80112
TEL: 720.462.9526
Westwood.com
Westwood Professional Services, Inc.

CMR HOLDING COMPANY, LLC
1288 S CLAYTON ST
DENVER, CO 80210

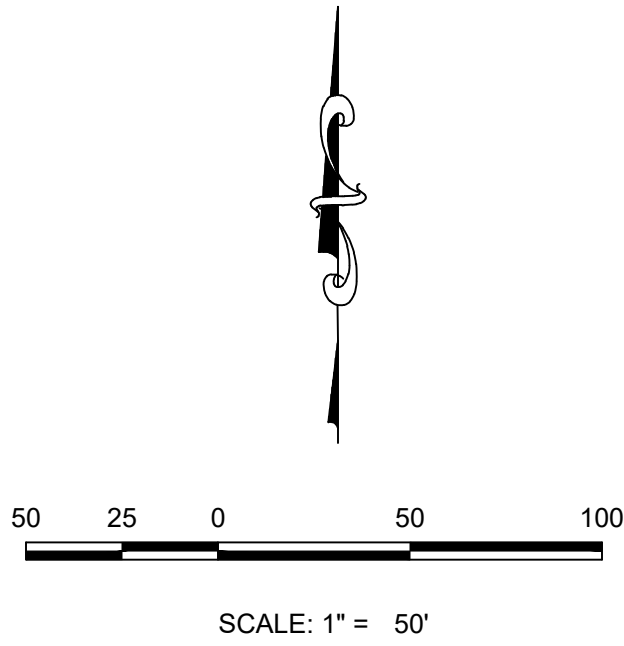
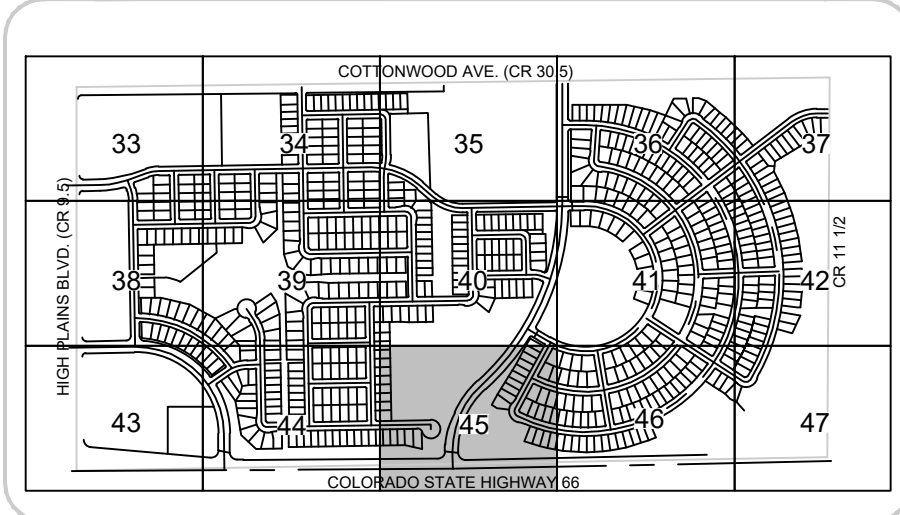
MEADOW RIDGE SUBDIVISION
PRELIMINARY PLAT
PRELIMINARY AREA UTILITY PLAN

SCALE: AS SHOWN
DRAWN BY: TMB
CHECKED BY: TLO
DATE: APRIL 2022
FILE NO: 29360

SHEET NUMBER
44

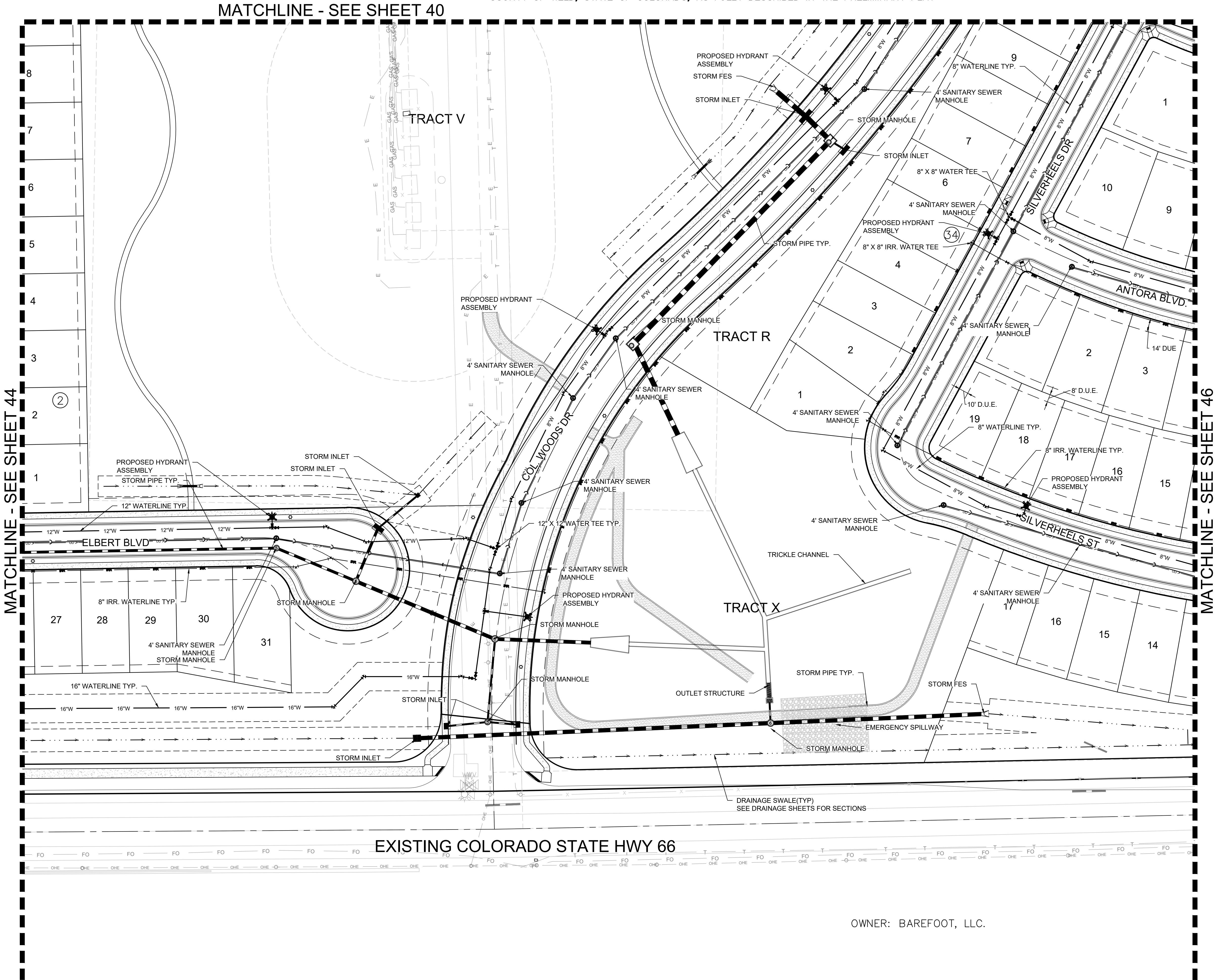
MEADOW RIDGE SUBDIVISION
SKETCH PLAN/ PRELIMINARY PLAT

A PART OF SECTIONS 23 AND 24,
TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6th P.M., TOWN OF MEAD
COUNTY OF WELD, STATE OF COLORADO, AS FULLY DESCRIBED IN THE PRELIMINARY PLAT



UTILITY LEGEND

- PROPOSED 8" WATERLINE UNLESS OTHERWISE NOTED
- PROPOSED PRESSURE RELEASE VALVE
- PROPOSED 8" SANITARY SEWER WITH MANHOLE UNLESS OTHERWISE NOTED
- CENTERLINE
- RIGHT-OF-WAY
- PROPERTY LINE
- PROPOSED IRRIGATION
- PROPOSED STORM DRAIN WITH MANHOLE
- 6" FIRE HYDRANT ASSEMBLY
- PROPOSED CAP W/ BLOW OFF
- AIR RELEASE VALVE
- PROPOSED FLARED END SECTION
- PROPOSED STORM INLET



EXISTING COLORADO STATE HWY 66

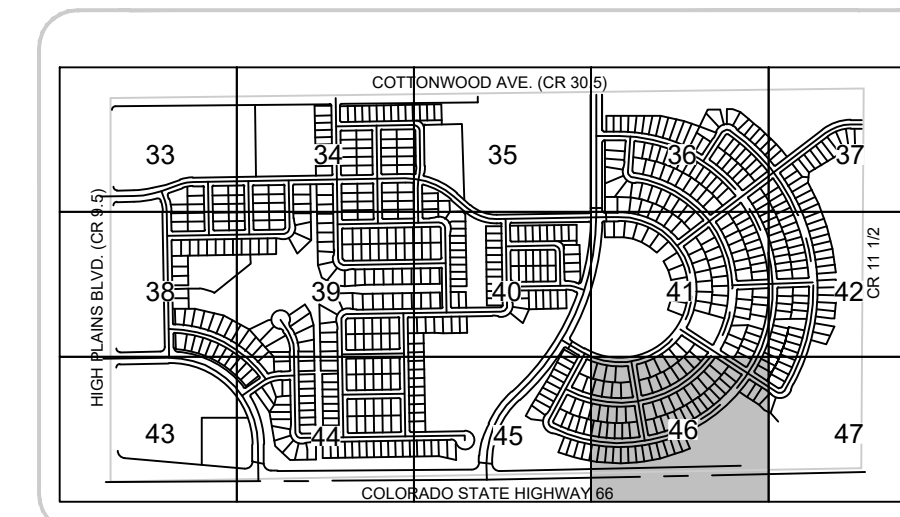
OWNER: BAREFOOT, LLC.

CALL 811
TWO WORKING DAYS
BEFORE YOU DIG
1-800-922-1987

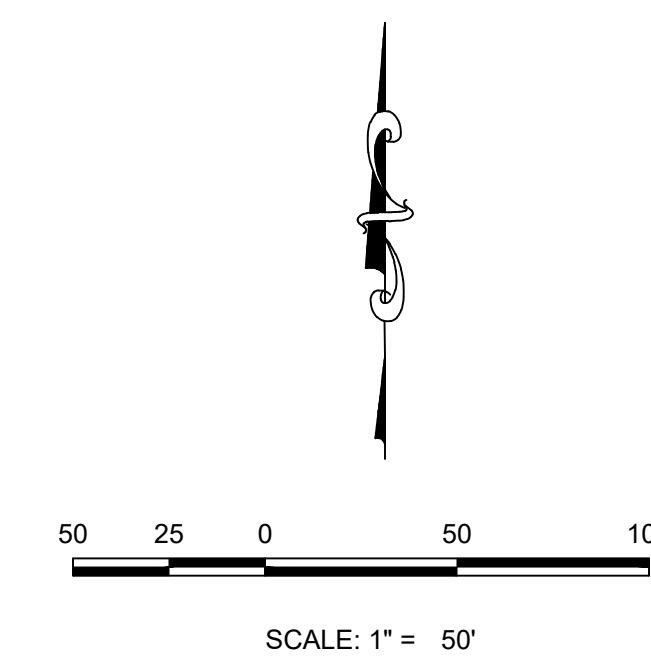
Section a, Item i.	Date	Appr.	Date	Init.	Revisions	No.
CMR HOLDING COMPANY, LLC 1288 S CLAYTON ST DENVER, CO 80210						
MEADOW RIDGE SUBDIVISION PRELIMINARY PLAT PRELIMINARY AREA UTILITY PLAN						
SCALE: AS SHOWN	DRAWN BY: TMB	FILE NO: 29360	CHECKED BY: TLO	DATE: APRIL 2022		
SHEET NUMBER 45						

MEADOW RIDGE SUBDIVISION
SKETCH PLAN/ PRELIMINARY PLAT

A PART OF SECTIONS 23 AND 24,
TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6th P.M., TOWN OF MEAD
COUNTY OF WELD, STATE OF COLORADO, AS FULLY DESCRIBED IN THE PRELIMINARY PLAT



KEYMAP
NTS



UTILITY LEGEND

- | | |
|---|--|
|  | PROPOSED 8" WATERLINE
UNLESS OTHERWISE NOTED |
|  | PROPOSED PRESSURE
RELEASE VALVE |
|  | PROPOSED 8" SANITARY
SEWER WITH MANHOLE
UNLESS OTHERWISE NOTED |
|  | CENTERLINE |
|  | RIGHT-OF-WAY |
|  | PROPERTY LINE |
|  | PROPOSED IRRIGATION |
|  | PROPOSED STORM
DRAIN WITH MANHOLE |
|  | 6" FIRE HYDRANT ASSEMBLY |
|  | PROPOSED CAP W/ BLOW OFF |
|  | AIR RELEASE VALVE |
|  | PROPOSED FLARED
END SECTION |
|  | PROPOSED STORM INLET |

SHEET NUMBER 46	DRAWN BY: TMB	SCALE:	MEADOW RIDGE SUBDIVISION PRELIMINARY PLAT PRELIMINARY AREA UTILITY PLAN	CMR HOLDING COMPANY, LLC 1288 S CLAYTON ST DENVER, CO 80210	<i>Westwood</i> 10333 E DRY CREEK RD. SUITE 240 ENGLEWOOD , CO 80112 TEL: 720.482.9526 <i>Westwoodsps.com</i> <i>Westwood Professional Services, Inc.</i>				
	CHECKED BY: TJO	FILE NO:							
	DATE: APRIL 2022	29360							
						No.	Revisions	Date	Appr.

MATCHLINE - SEE SHEET 41

MATCHLINE - SEE SHEET 45

--- MATCHLINE --- SEE SHEET 47

EXISTING COLORADO STATE HWY 66

OWNER: BAREFOOT, LLC.

TRACT Z

MANHOLE OWNERS:
JOHN & TERRI SNYDER

STORM FES

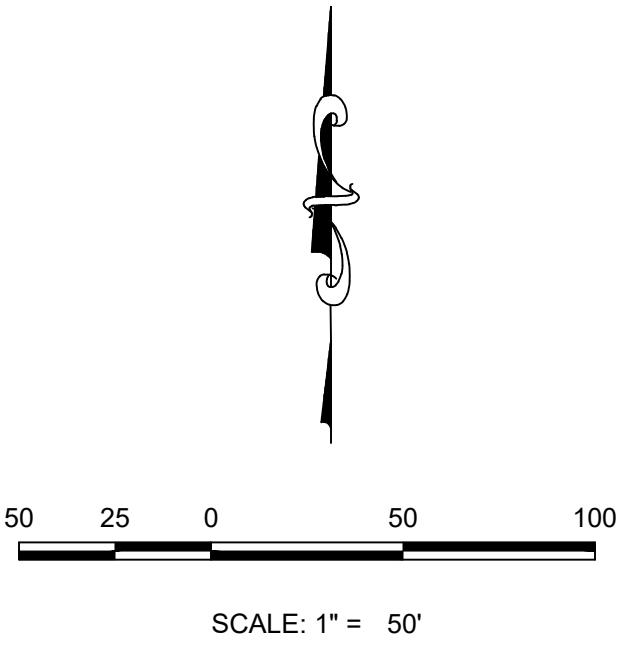
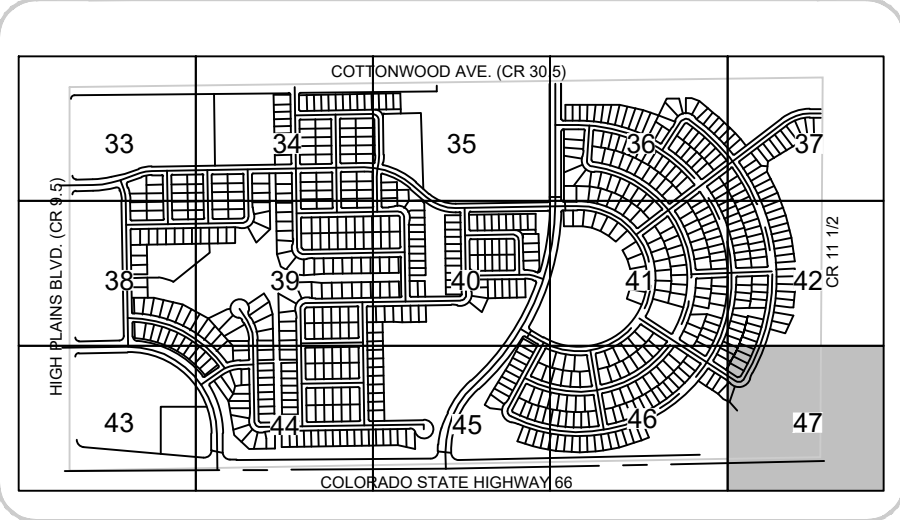


UNCC
UTILITY NOTIFICATION
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BEFORE YOU DIG
1-800-922-1987

46

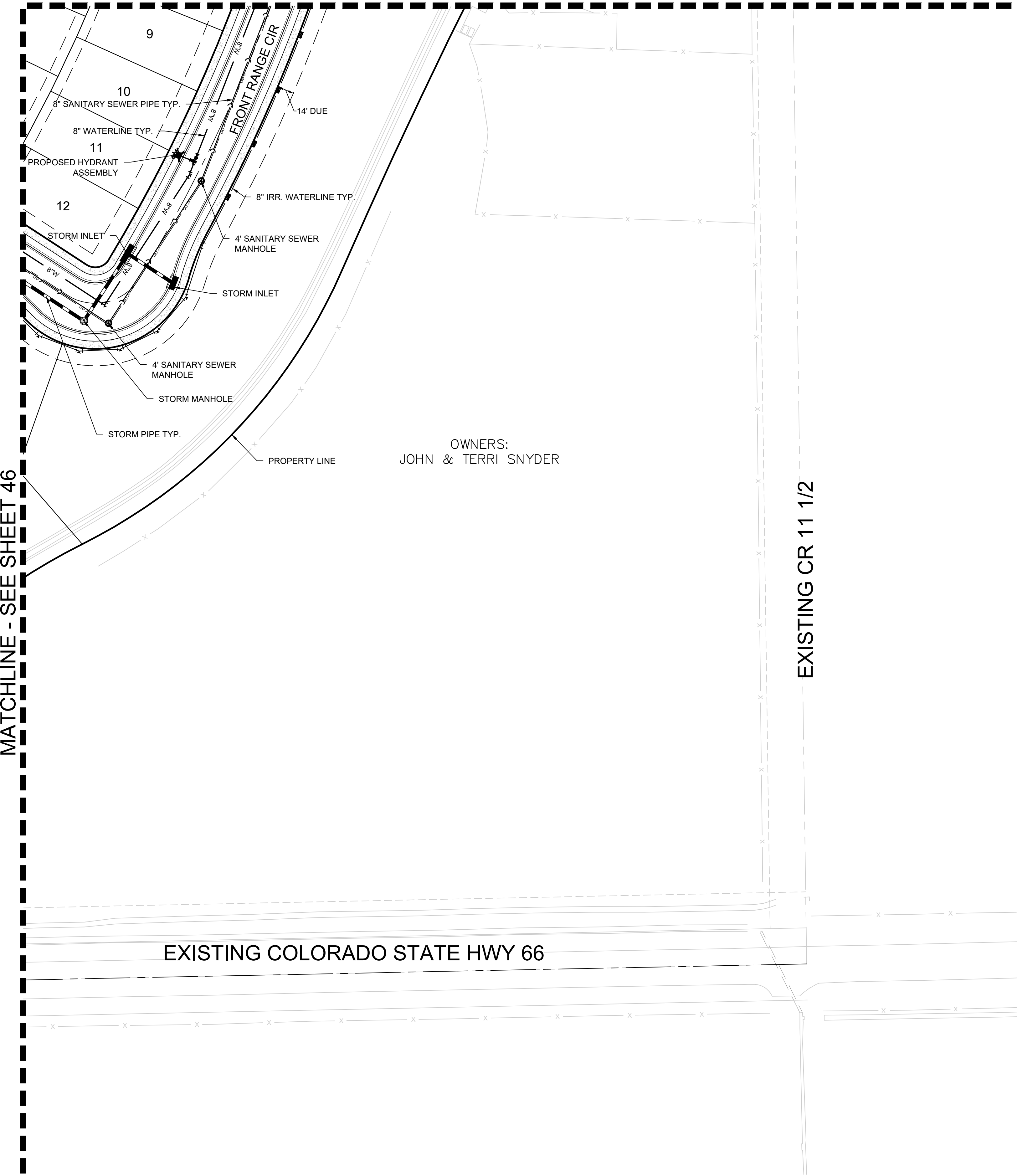
MEADOW RIDGE SUBDIVISION
SKETCH PLAN/ PRELIMINARY PLAT

A PART OF SECTIONS 23 AND 24,
TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6th P.M.,TOWN OF MEAD
COUNTY OF WELD, STATE OF COLORADO, AS FULLY DESCRIBED IN THE PRELIMINARY PLAT
MATCHLINE - SEE SHEET 42



UTILITY LEGEND

- PROPOSED 8" WATERLINE UNLESS OTHERWISE NOTED
- PROPOSED PRESSURE RELEASE VALVE
- PROPOSED 8" SANITARY SEWER WITH MANHOLE UNLESS OTHERWISE NOTED
- CENTERLINE
- RIGHT-OF-WAY
- PROPERTY LINE
- PROPOSED IRRIGATION
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CMR HOLDING COMPANY, LLC
1288 S CLAYTON ST
DENVER, CO 80210

MEADOW RIDGE SUBDIVISION
PRELIMINARY PLAT
PRELIMINARY AREA UTILITY PLAN

SCALE: AS SHOWN
DRAWN BY: TMB
CHECKED BY: TLO
DATE: APRIL 2022
FILE NO: 29360

SHEET NUMBER
47

CALL 811
TWO WORKING DAYS
BEFORE YOU DIG
UNCC 1-800-922-1987
UTILITY NOTIFICATION
CENTER OF COLORADO

**TOWN OF MEAD, COLORADO PLANNING COMMISSION
RESOLUTION NO. 04-PC-2022**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE TOWN OF MEAD,
COLORADO RECOMMENDING CONDITIONAL APPROVAL OF THE MEADOW
RIDGE SUBDIVISION PRELIMINARY PLAT**

WHEREAS, the Town of Mead (the “Town”) is authorized pursuant to Title 31, Article 23, C.R.S. and the Town of Mead Municipal Code (the “MMC”) to regulate the development 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, pursuant to Section 16-4-60 of the MMC, following review of a preliminary plat by the Town’s Planning Commission (the “Planning Commission”), the Planning Commission is required to recommend, to the Board of Trustees, approval, approval with conditions, or denial of a preliminary plat; and

WHEREAS, Jennifer Carpenter with LAI Design Group (the “Applicant”), has submitted an application for the Meadow Ridge Subdivision Preliminary Plat (the “Preliminary Plat”) for the 299.55-acre property known as Meadow Ridge, generally located north of State Highway 66, and east of WCR 9 ½ (High Plains Blvd.), in the Town of Mead, County of Weld, State of Colorado, as more particularly described in **Exhibit 1**, attached hereto (the “Property”); and

WHEREAS, the Applicant is the authorized representative of CMR Holding Company, LLC; and

WHEREAS, the Preliminary Plat proposes to subdivide the property into 672 single-family lots, and provide the reservation of 12.5 ± acres for an elementary school site, within a 121.82-acre portion of the Property, in accordance with the Residential Single-Family (RSF-4) underlying zoning, and to subdivide 3 large lots totaling 25.67 acres, in accordance with the General Commercial (GC) underlying zoning, to be replatted at a later date; and

WHEREAS, in accordance with Section 16-4-60 of the MMC, the Planning Commission held a duly noticed public hearing on April 20, 2022 to consider the Preliminary Plat; and

WHEREAS, the Planning Commission has reviewed the proposed Preliminary Plat and other materials distributed to the Planning Commission by Town staff at or prior to the April 20, 2022 meeting and public hearing, and desires to recommend that the Board of Trustees proceed to approve the Meadow Ridge Subdivision Preliminary Plat subject to the conditions set forth in this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the Town of Mead, Colorado, that:

Section 1. The Planning Commission finds that the public hearing on the proposed Preliminary Plat was conducted and concluded in accordance with Section 16-4-60 of the MMC.

Section 2. The Planning Commission recommends approval of the Preliminary Plat, in substantially the form attached hereto as **EXHIBIT 1**, based on a determination that the applicable review criteria set forth in Section 16-4-60(c)(1) through (6) of the MMC have been satisfied, subject to the following conditions of approval:

- a) The Applicant shall resolve and correct any technical issues as directed by Town staff prior to signature of Town officials on the Preliminary Plat; and
- b) The Applicant shall pay all fees and costs incurred by the Town and its consultants in reviewing and processing the Preliminary Plat application.

Section 3. Town staff shall distribute a copy of this Resolution to the Board of Trustees at or prior to the date at which the Board of Trustees is scheduled to consider the Preliminary Plat at a public hearing held for that purpose.

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

INTRODUCED, READ, PASSED AND ADOPTED THIS 20TH DAY OF APRIL, 2022.

ATTEST:

**TOWN OF MEAD PLANNING
COMMISSION:**

By:

Jeannine Reed
Jeannine Reed, Secretary

Diana Kure
Diana Kure, Chair Pro Tem





MEADOW RIDGE

PRELIMINARY PLAT

DATE: Wednesday April 20, 2022

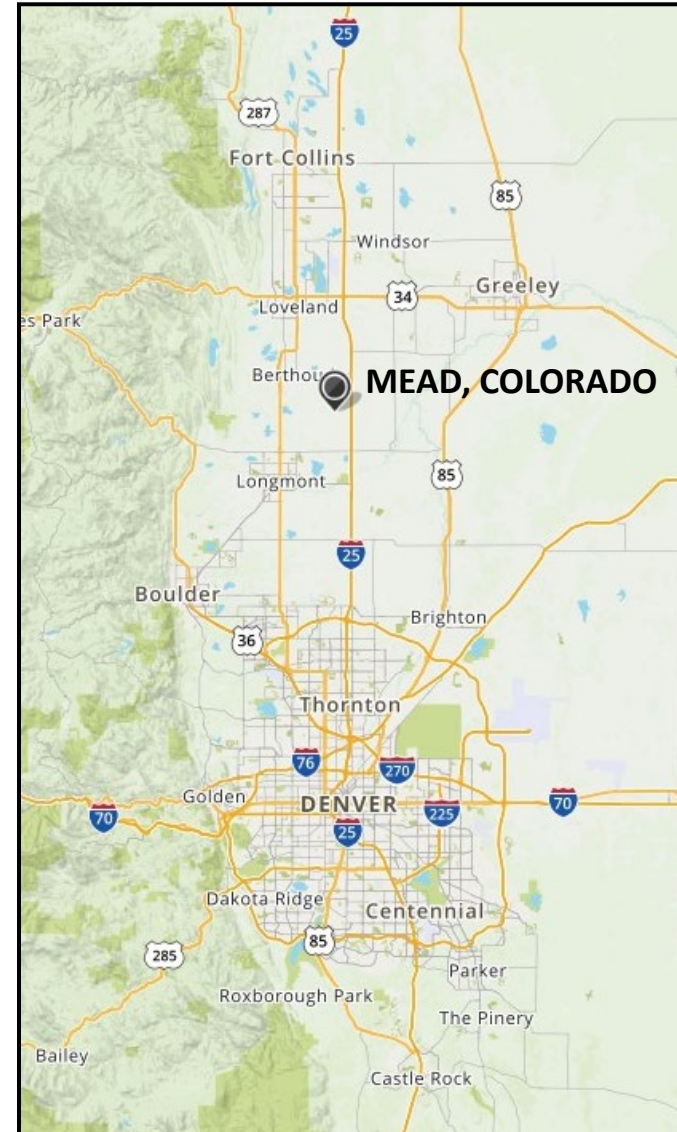
MEADOW RIDGE

LOCATION MAP

Section a, Item i.

MEAD, COLORADO

- Located in Weld County, Mead is bisected by both Interstate 25 – the main north/south corridor along the Front Range, and Highway 66 – the southern **SCENIC GATEWAY** into Rocky Mountain National Park.
- **EASY COMMUTE** to Denver (37 miles), Fort Collins (30 miles), Boulder, and Longmont.
- **FAMILY-FRIENDLY COMMUNITY** ideally situated in the heart of Northern Colorado
- **GROWING ECONOMY** fueled by large oil & gas, investors and agriculture
- Prominent **TECHNOLOGY, AEROSPACE, CONSTRUCTION, FINANCIAL AND HEALTH CARE** opportunities
- **Job creation, strong population growth and a continued influx of new residents and business have led to an INCREASED DEMAND FOR HOUSING**



MEADOW RIDGE

VICINITY MAP

Section a, Item i.

- Property Acreage: +/- 299 acres



PREVIOUSLY APPROVED PLANNED UNIT DEVELOPMENT

MEADOW RIDGE

APPROVED PUD AND ZONING MAP (DEC 2019)

Section a, Item i.

MEADOW RIDGE

PLANNED UNIT DEVELOPMENT (PUD) & ZONING MAP

LOT B, 2ND AMENDED RECORDED EXEMPTION NO. 1207-24-3 2ND AMRE-1811,
BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 24 TOGETHER WITH A PART OF THE SOUTHEAST QUARTER OF SECTION 23,
TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO
TOTAL 300.476 ACRES

CERTIFICATES

CERTIFICATE OF OWNERSHIP

THE UNDERSIGNED, BEING THE OWNER(S), MORTGAGEE(S), LIENHOLDER(S) OF CERTAIN LANDS IN MEAD, COLORADO, DESCRIBED AS FOLLOWS, EXCEPT PUBLIC RIGHTS-OF-WAY:

PARCEL A: PARCEL # 120724000004

LOT B, 2ND AMENDED RECORDED EXEMPTION NO. 1207-24-3 2ND AMRE-1181, BEING A PART OF THE SW1/4 OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH P.M. WELD COUNTY COLORADO, PER MAP RECORDED JULY 3, 2001 UNDER RECEPTION NO. 2862292, COUNTY OF WELD, STATE OF COLORADO.

PARCEL B: PARCEL # 120724000009

THE SE 1/4 OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH P.M., EXCEPTING THEREFROM THE PARCELS CONVEYED IN DEEDS RECORDED DECEMBER 13, 1967 IN BOOK 1491 AT PAGE 805, JUNE 8, 2001 UNDER RECEPTION NO. 2866036, COUNTY OF WELD, STATE OF COLORADO.

PARCEL C: PARCEL # 120724000009

LOT A, AMENDED RECORDED EXEMPTION NO. 1207-24-3 AMRE-1295, PER MAP RECORDED JULY 3, 2001 AS RECEPTION NO. 2862594 AND CORRECTED AMENDED RECORDED EXEMPTION 1207-24-AMRE-1295 RECORDED MAY 16, 2006 AS RECEPTION NO. 3386524, BEING A PART OF THE SW 1/4 OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, SAID ANNEXATION BOUNDARY CONTAINING A CALCULATED AREA OF 13,088,748 SQUARE FEET OR 300.476 ACRES, MORE OR LESS.

HAVE LAID OUT THIS PLANNED UNIT DEVELOPMENT ZONING AMENDMENT MAP OF THE ABOVE-DESCRIBED LAND UNDER THE NAME AND STYLE OF MEADOW RIDGE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MEAD LAND USE CODE. ALL GRAPHIC DESCRIPTIONS, CONDITIONS, TERMS AND SPECIFICATIONS DESIGNATED OR DESCRIBED HEREIN SHALL BE BINDING ON THE OWNER, ITS HEIRS, SUCCESSORS AND ASSIGNS. THE SIGNATURE OF ANY REPRESENTATIVE OF ANY PARTNERSHIP OR CORPORATE ENTITY INDICATES THAT ALL REQUIRED PARTNERSHIP OR CORPORATE APPROVALS HAVE BEEN OBTAINED.

THIS DESCRIBED PLANNED UNIT DEVELOPMENT ZONING AMENDMENT MAP CONTAINS 299.558 ACRES, MORE OR LESS, TOGETHER WITH AND SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY EXISTING AND/OR OF PUBLIC RECORD.

EXECUTED THIS 16th DAY OF January, 20 20.

OWNERS:

BY: William B. Woods

NAME: Daniel James Cottrell

TITLE: Notary Public

STATE OF COLORADO)

) SS

COUNTY OF Larimer

THE FOREGOING CERTIFICATE OF OWNERSHIP WAS ACKNOWLEDGED BEFORE ME BY:

William B. Woods THIS 10th DAY OF January, 20 20.

WITNESS MY HAND AND SEAL:

D. Cottrell
(NOTARY PUBLIC)

MY COMMISSION EXPIRES: Nov 30, 2021

DANIEL JAMES COTTRELL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY CERTIFICATION
MY COMMISSION EXPIRES NOVEMBER 30, 2021

CERTIFICATE OF APPROVAL BY THE BOARD OF TRUSTEES

THIS PLANNED UNIT DEVELOPMENT ZONING MAP OF MEADOW RIDGE, IS APPROVED AND ACCEPTED BY ORDINANCE NO. 926, PASSED AND ADOPTED AT THE REGULAR MEETING OF THE BOARD OF TRUSTEES OF MEAD, COLORADO, HELD ON December 9, 20 19.

BY: Courtenay
MAYOR

ATTEST: Wanda
TOWN CLERK

PLANNING COMMISSION CERTIFICATE

APPROVED BY THE MEAD PLANNING COMMISSION THIS 20th DAY OF November, 20 19

BY: Wanda
CHAIRMAN
BY: Wanda
PLANNING COMMISSION SECRETARY

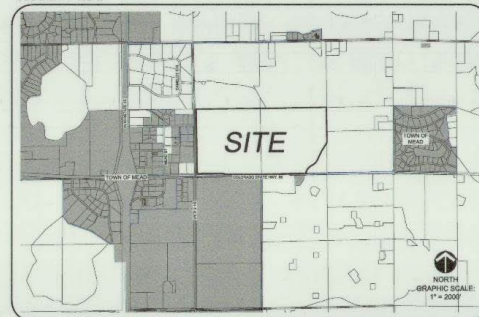
CERTIFICATE OF PUD DEVELOPMENT PLAN AND PUD PLAN MAP STAFF REVIEW AND APPROVAL

THIS PUD DEVELOPMENT PLAN AND ZONING MAP OF "MEADOW RIDGE" HAS BEEN REVIEWED BY THE TOWN OF MEAD STAFF AND APPROVED FOR SUBMITTAL TO THE BOARD OF TRUSTEES FOR ACCEPTANCE BY ORDINANCE

THIS 9th DAY OF December, 20 19

BY: Patricia
TOWN MANAGER

VICINITY MAP



LEGEND

- MEADOW RIDGE
- TOWN OF MEAD / WELD COUNTY BOUNDARY
- TOWN OF MEAD

SHEET INDEX

- 1 COVER SHEET
- 2 CONTEXT ZONING MAP
- 3 PUD PLAN
- 4-7 DEVELOPMENT STANDARDS

SURVEYING CERTIFICATE

I, PATRICK M. STEENBURG, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY ON THIS 28 DAY OF January, 2020 THAT THE PLANNED UNIT DEVELOPMENT (PUD) & ZONING AMENDMENT MAP SHOWN HEREON IS AN ACCURATE DELINEATION OF THE ABOVE DESCRIBED PROPERTY.

BY: Patrick M. Steenburg
PATRICK M. STEENBURG, PLS 38004
FOR AND ON BEHALF OF CIVL CONSULTANTS OF COLORADO (SEAL)

ARCHITECT / PLANNER

LAI
Design
Group

88 Inverness Circle East,
Bldg. J, Suite 101
Englewood, Colorado 80112
T 303.734.1777 | F 303.734.1778
Architectural | Planning | Civil Design
Landscape Architecture | Visual Studio
www.laidesigngroup.com

OWNER/CLIENT

BENSON FARMS, LLC
550 HOLYOKE COURT
FORT COLLINS, CO. 80525
PH: (720) 599-3570

MEADOW RIDGE
PUD PLAN AND ZONING MAP
TOWN OF MEAD, CO
COVER SHEET

PROJECT INFORMATION

PROJECT #: 171038
DRAWN BY: JC
CHECKED BY: JC

ISSUE RECORD

FILE	DATE	DESCRIPTION
PUD PRE-SUBMITTAL	06/11/2019	
SUBMITTAL #1	06/13/2019	
SUBMITTAL #2	06/13/2019	
SUBMITTAL #3	11/01/2019	
SUBMITTAL #4	12/03/2019	
FOR REVIEW	12/03/2019	

SHEET NO.

325

1 OF 7

PROJECT TEAM

CLIENT / DEVELOPER:

BENSON FARMS, LLC
550 HOLYOKE COURT
FORT COLLINS, COLORADO 80525
PH: (720) 599-3570
CONTACT: STEPHANIE M. STEWART

PLANNER / LANDSCAPE ARCHITECT

LAI DESIGN GROUP
88 INVERNESS CIRCLE EAST
BUILDING J, SUITE 101
ENGLEWOOD, COLORADO 80112
PH: (303) 734-1777
CONTACT: JENNIFER CARPENTER

TRAFFIC ENGINEER

LSC TRANSPORTATION CONSULTANTS, INC.
1889 YORK STREET
DENVER, COLORADO 80206
PH: (303) 333-1105
FAX: (303) 333-1107
CONTACT: CHRISTOPHER S. MCGRAHAN

CIVIL ENGINEER / SURVEYOR

CIVL CONSULTANTS
10333 EAST DRY CREEK ROAD, SUITE 240
ENGLEWOOD, COLORADO 80112
PH: (720) 248-3027
FAX: (720) 482-4548
CONTACT: TOM ODLE

MEADOW RIDGE

APPROVED PUD AND ZONING MAP (DEC 2019)

Section a, Item i.

MEADOW RIDGE PLANNED UNIT DEVELOPMENT (PUD) & ZONING MAP

LOT B, 2ND AMENDED RECORDED EXEMPTION NO. 1207-24-3 2ND AMRE-1811,
BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 24 TOGETHER WITH A PART OF THE SOUTHEAST QUARTER OF SECTION 23,
TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6th P.M., COUNTY OF WELD, STATE OF COLORADO
TOTAL 300.476 ACRES

LEGEND

- PROPOSED LOCAL ROADWAY
- PROPOSED COLLECTOR / MAJOR LOCALS
- HIGHWAY/ARTERIAL ROADWAY
- PROPERTY LINE
- PLANNING AREAS
- FUTURE NEIGHBORHOOD PARK
- * PRIME INTERSECTIONS
- SWA WELLS AND TANK BOUNDARY
- LIMITING SITE FACTOR AREA

ARCHITECT / PLANNER

LAI
Design
Group

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OWNER/CLIENT

BENSON FARMS, LLC
530 HOLYOKE COURT
FORT COLLINS, CO, 80525
PH: (720) 599-3570

MEADOW RIDGE PUD PLAN and ZONING MAP TOWN OF MEAD, CO PUD PLAN

PROFESSIONAL STAMP

PROJECT INFORMATION

PROJECT # 170208
DRAWN BY JC
CHECKED BY JC

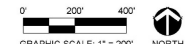
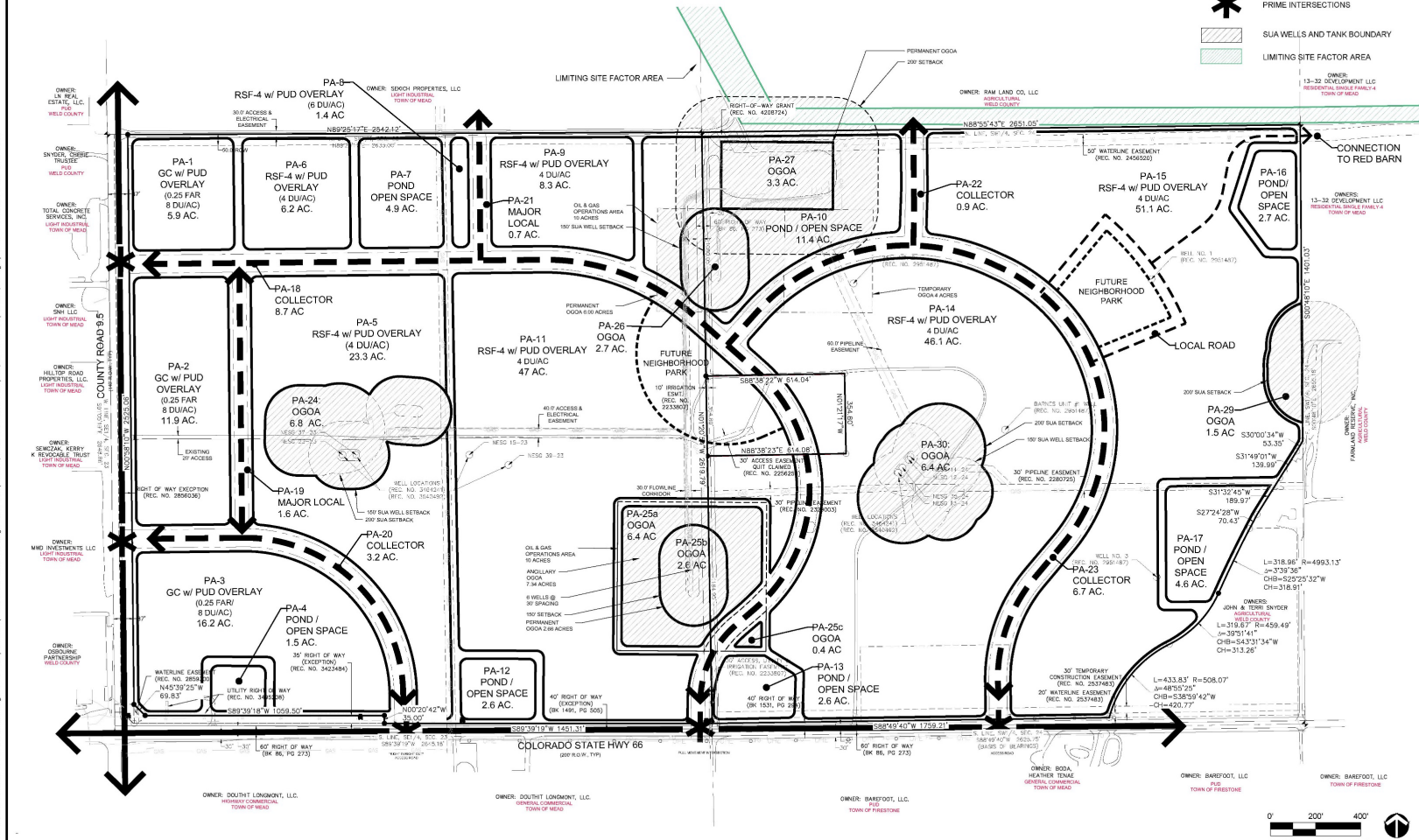
ISSUE RECORD

PUD PRE-SUBMITTAL 04/10/19
SUBMITTAL #1 05/10/19
SUBMITTAL #2 06/10/19
SUBMITTAL #3 11/01/20

SHEET 326

3 OF 5

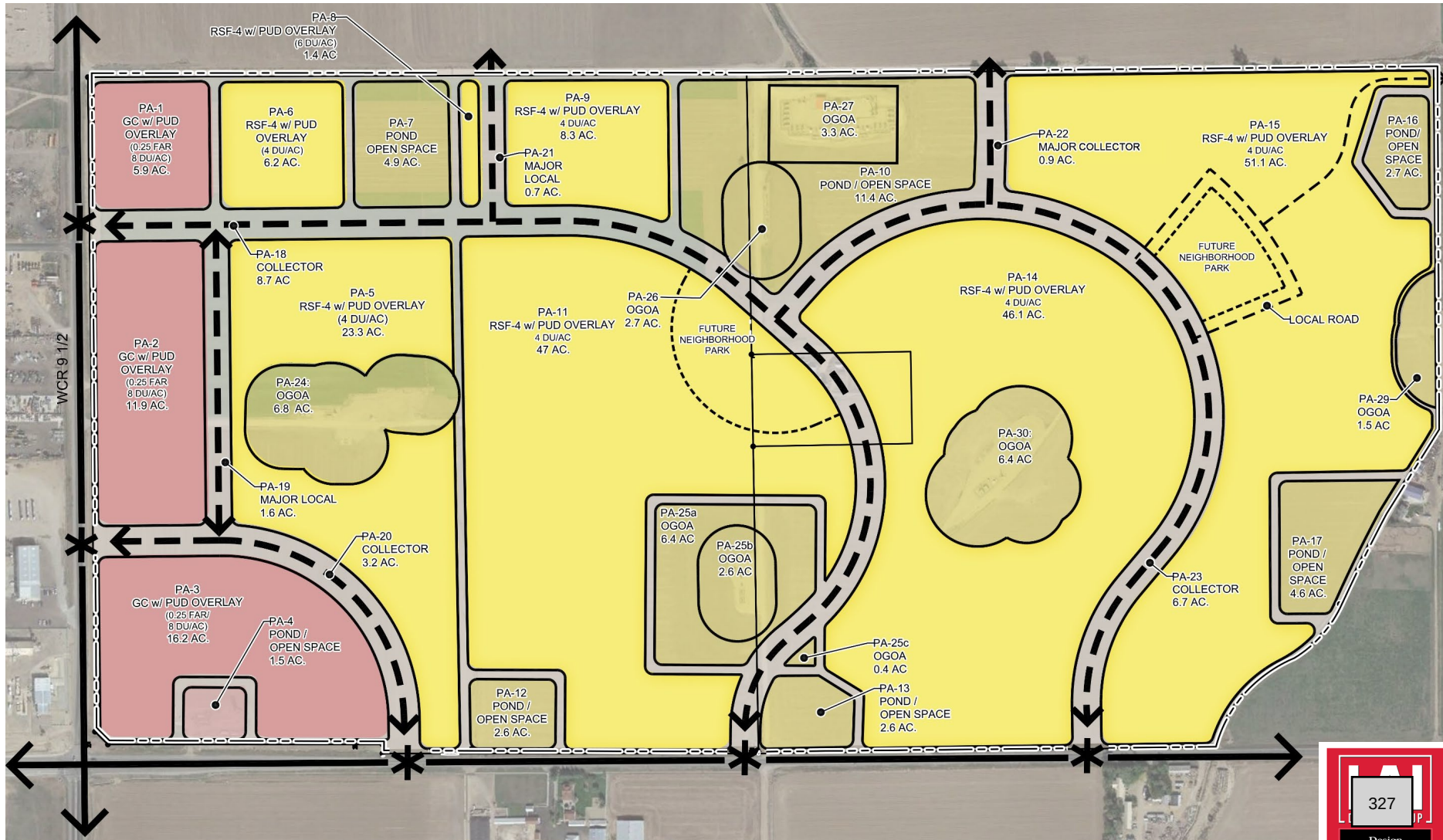
Copyright © 2019 LAI Design Group
This map is a preliminary design and is not intended to be used for any other purpose. The project includes but is not limited to the arrangement and composition of spaces and elements of the design. Owner's use of this map, in whole or in part, is at their own risk. The project includes but is not limited to the arrangement and composition of spaces and elements of the design. Owner's use of this map, in whole or in part, is at their own risk.



MEADOW RIDGE

APPROVED MEAD LAND USE PLAN (DEC 2019)

Section a, Item i.



PRELIMINARY PLAT

REVIEW CRITERIA OF PRELIMINARY PLAT

In addition to all provisions of the Code, the Town shall use the following criteria to evaluate the applicant's request:



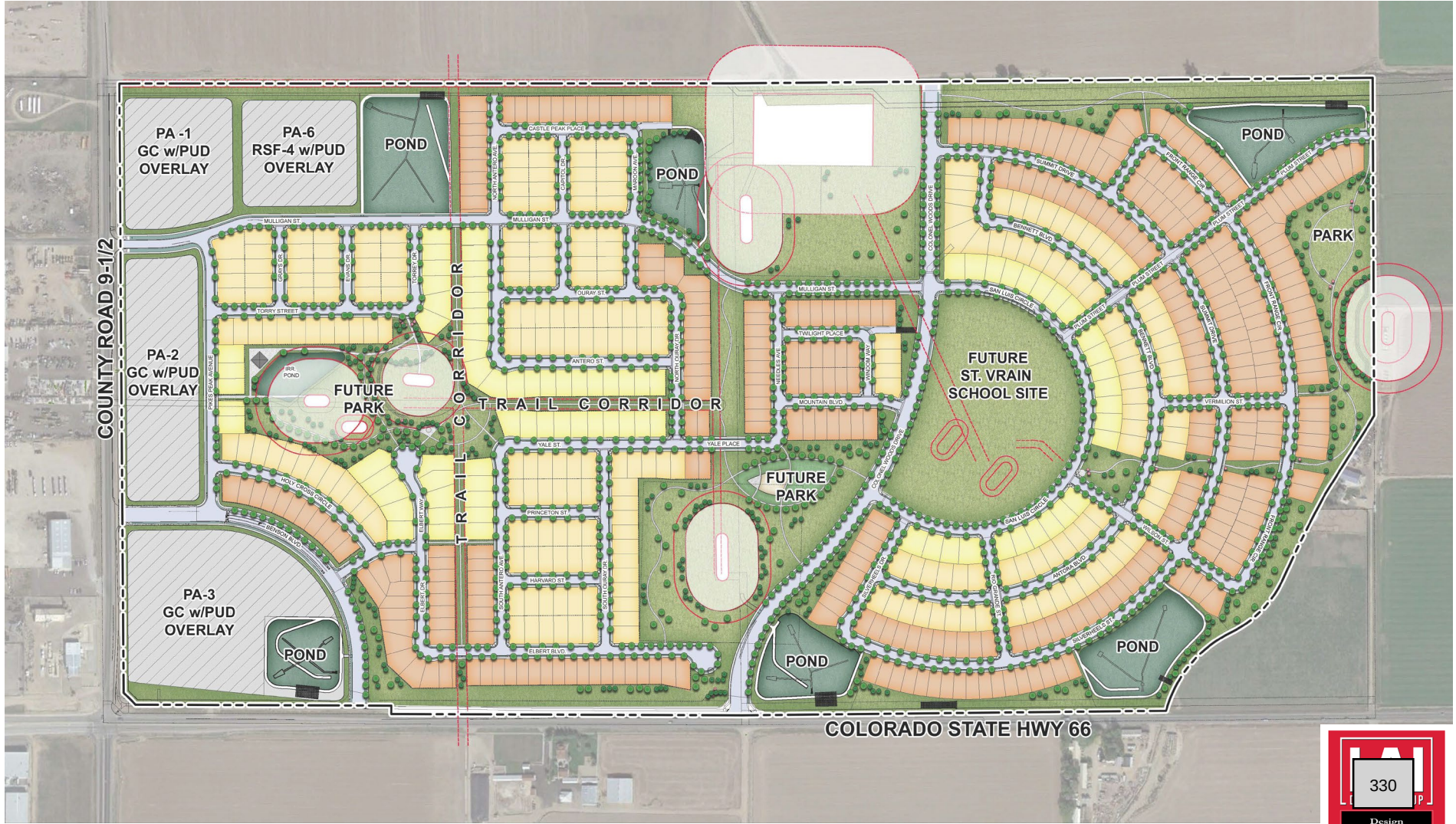
MEADOW RIDGE MEETS AND EXCEEDS THE PRELIMINARY PLAT REVIEW CRITERIA

- 1) The preliminary 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.
- 2) The application is consistent with the approved sketch plan and incorporates the Planning Commission's recommendations and conditions of approval.
- 3) The land use mix within the project conforms to the Town's Zoning District Map and Land Use Map and furthers the goals and policies of the Town Comprehensive Plan including:
 - The proposed development promotes the Town's small town, rural character;
 - Proposed residential development adds diversity to the Town's housing supply;
 - Proposed commercial development will benefit the Town's economic base;
 - Parks and open space and trails are incorporated into the site design;
 - The proposed project protects the Town's environmental quality; and
 - The development enhances cultural, historical, educational and/or human service opportunities.
- 4) The utility and transportation design is adequate, given existing and planned capacities of those systems.
- 5) Negative impacts on adjacent land uses have been identified and satisfactorily mitigated.
- 6) There is a need or desirability within the community for the applicant's development and the development will help achieve a balance of land use and/or housing types within the Town of Mead.

MEADOW RIDGE

ILLUSTRATIVE: PRELIMINARY PLAT

LAND USE SUMMARY						
LAND USE	MAX. DENSITY/ F.A.R.	MAX. DU/SF	Section a, Item i.			TOTAL AREA
GC w/ PUD OVERLAY	8 DU/AC 0.25 F.A.R.	274 DU				8%
RSF- 4 w/ PUD OVERLAY	4 DU/AC	733 DU	670 DU	121.13 AC		40%
DETENTION PONDS (50% - NO OPEN SPACE CREDIT)					9.34 AC	3%
OPEN SPACE (PARKS / TRACTS / OPEN SPACE / 50% DETENTION CREDIT)					63.61 AC	21%
R.O.W. CORRIDORS					61.26 AC	20%
OGOA (OIL & GAS OPERATION AREA)					21.01 AC	7%
TOTAL		370,260 SF 3.36 DU/AC	1007 DU 2.24 DU/AC	670 DU 2.24 DU/AC	299.55 AC	100%



Note: For illustrative purposes only. Final design is subject to change.

MEADOW RIDGE

MASTER DEVELOPMENT SUMMARY VS. PUD

Section a, Item i.

MASTER DEVELOPMENT SUMMARY (PUD)

PLANNING AREA	LAND USES / ZONING DISTRICT	EXISTING PUD MAXIMUM DENSITY/ F.A.R.	PROVIDED PUD MAXIMUM DU/SF	PROVIDED PRELIMINARY PLAT	PROVIDED GROSS AREA	PROVIDED % TOTAL AREA
GC w/ PUD OVERLAY (CMU - COMMERCIAL MIXED USE) * DENSITY TRANSFERS WITHIN GC ALLOWED						
PA-1	GC	0.25 FAR / 8 DU/AC	64,251 S.F. / 48 DU	68,715 S.F. / 51 DU	6.31 AC	2%
PA-2	GC	0.25 FAR / 8 DU/AC	129,591 S.F. / 96 DU	89,080 S.F. / 66 DU	8.18 AC	3%
PA-3	GC	0.25 FAR / 8 DU/AC	176,418 S.F. / 130 DU	121,750 S.F. / 90 DU	11.18 AC	4%
GC w/ PUD OVERLAY SUB-TOTAL			370,260 S.F. / 274 DU	279,545 S.F. / 207 DU	25.67 AC	9%
RSF-4 w/ PUD OVERLAY (RSF - SINGLE FAMILY RESIDENTIAL) * DENSITY TRANSFERS WITHIN RSF-4 ALLOWED						
PA-5	RSF-4	4 DU/AC	93 DU	106 DU	23.3 AC	8%
PA-6	RSF-4	4 DU/AC	25 DU	0 DU	5.79 AC	1.5%
PA-8	RSF-4	4 DU/AC	6 DU	9 DU	1.4 AC	0.5%
PA-9	RSF-4	4 DU/AC	33 DU	34 DU	8.3 AC	3%
PA-11	RSF-4	4 DU/AC	188 DU	189 DU	47.0 AC	16%
PA-14	RSF-4	4 DU/AC	184 DU	134 DU	46.1 AC	15%
PA-15	RSF-4	4 DU/AC	204 DU	198 DU	51.1 AC	17%
RSF-4 w/ PUD OVERLAY SUB-TOTAL			732 DU	670 DU	183.0 AC	61%

Section a, Item i.



MEADOW RIDGE

ST. VRAIN SCHOOL DISTRICT: TEST FIT

Section a, Item i.



Meadow Ridge Elementary School Site
Test layout
Mead HS Feeder



ST. VRAIN VALLEY SCHOOLS
academic excellence by design
396 S Pratt Pkwy
Longmont, CO 80501
303.682.7248

Potential Meadow Ridge School Site

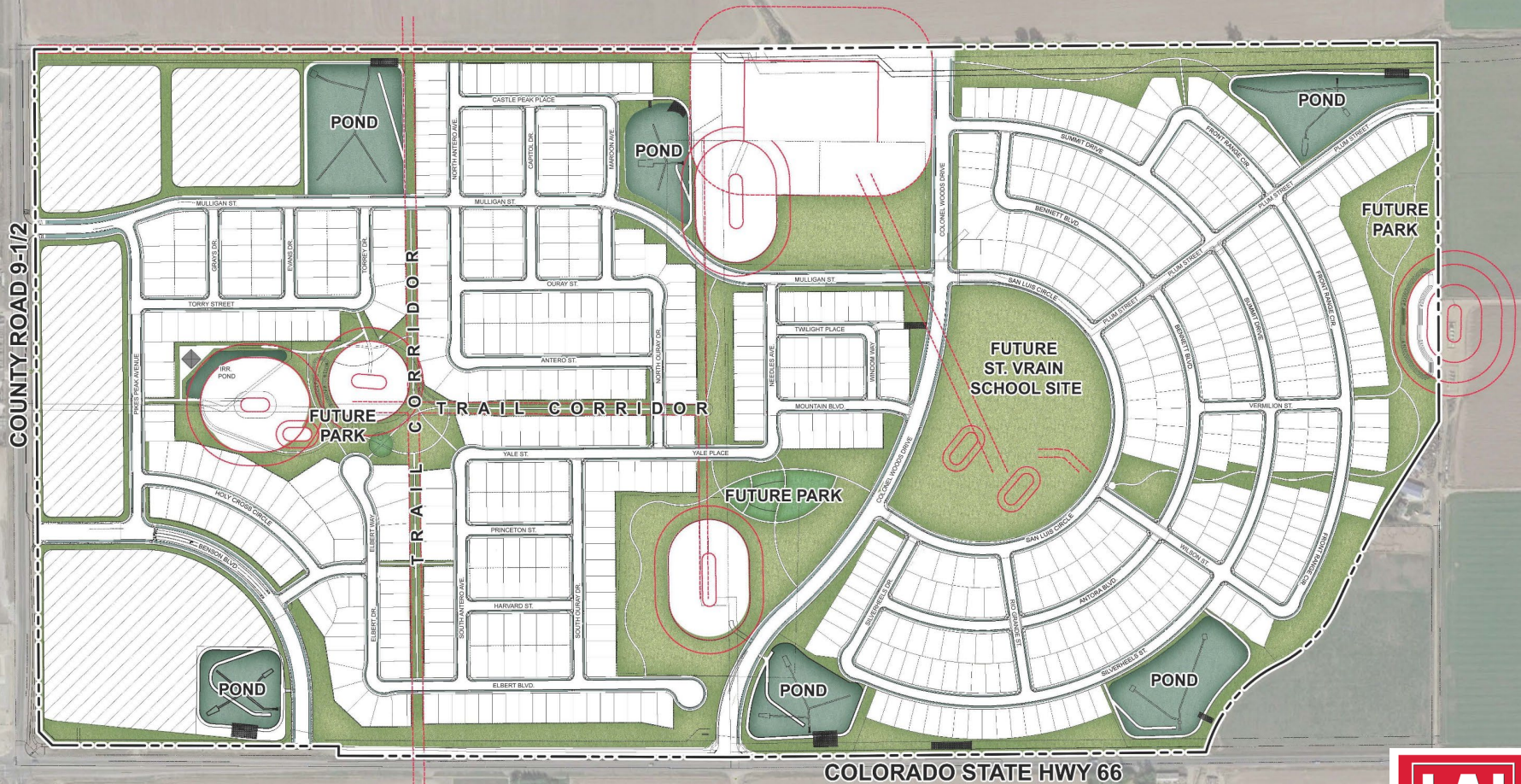
Building	Address
Address	Address
Address	Address

scale: 1" = 160'-0"
Planning
2/4/2022 3:39:02 PM

MEADOW RIDGE

ILLUSTRATIVE: OPEN SPACE & PARKS

Section a, Item i.



MEADOW RIDGE

OPEN SPACE (PUD)

Section a, Item i.

PARKS & OPEN SPACE SUMMARY

REQUIRED PARKS & OPEN SPACE PER TOWN OF MEAD:			
LAND USE / ZONING	GROSS AREA	MINIMUM % REQUIRED	ACRES REQUIRED
GC w/ PUD OVERLAY	34.0 AC	8%	2.7 AC
RSF-4 w/ PUD OVERLAY	183.4 AC	20%	36.7 AC
TOTAL REQUIRED			39.4 AC

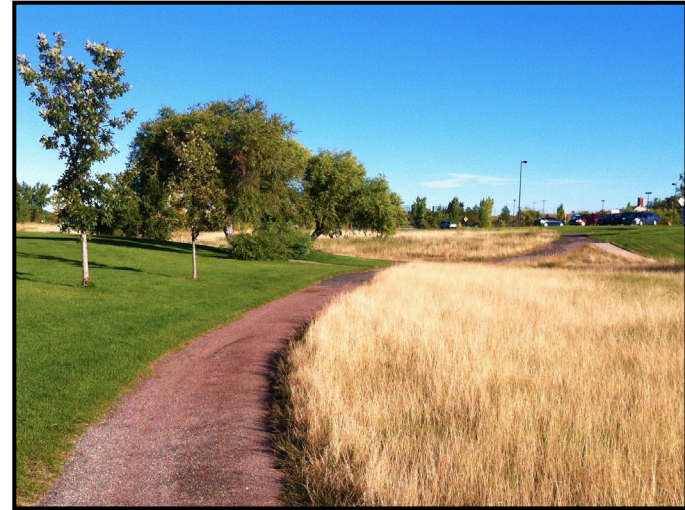
NOTES:

1. THE TOTAL REQUIRED PARK SPACE WILL BE SATISFIED WHILE THE DISTRIBUTION OF PARK ACREAGE WILL BE LOCATED ACROSS VARIOUS PLANNING AREAS.
2. WITHIN THIS PUD THE ACCUMULATIVE NEIGHBORHOOD PARK AREA MUST BE 7 ACRES PER 300 DWELLING UNITS, AT MINIMUM.
3. THESE PARKS CAN INCLUDE BUT ARE NOT LIMITED TO MULTIPLE-USE LAWN AREAS, PICNIC AREAS, PLAYGROUND EQUIPMENT, COURT GAME FACILITIES AND COMMUNITY GARDENS.
4. STORM DRAINAGE FACILITIES, INCLUDING STORM WATER DETENTION AND STORM WATER RETENTION PONDS, MAY FUNCTION AS OPEN SPACE FOR ACTIVE RECREATION, TRAIL CORRIDORS OR HABITAT ENHANCEMENT AREAS IF THEY ARE DESIGNED APPROPRIATELY. CREDIT TOWARD THE OPEN SPACE DEDICATION REQUIREMENTS (INCLUDING UP TO FIFTY PERCENT 50%) OF THE TOTAL ACREAGE ALLOCATED TO DRAINAGE FACILITIES WILL BE CONSIDERED ON A CASE BY CASE BASIS BY THE BOARD OF TRUSTEES AT THE TIME OF PLATTING.
5. CREDIT TOWARDS OPEN SPACE REQUIREMENTS MAY NOT BE GIVEN FOR 150-FOOT SETBACK AREAS FROM OIL AND GAS FACILITIES (WELLS, AND PRODUCTION/STORAGE EQUIPMENT).

OWNERSHIP AND MAINTENANCE

LOCATION	INSTALLATION	OWNERSHIP	MAINTENANCE
PONDS & OPEN SPACE	HOA / DISTRICT	HOA / DISTRICT	HOA / DISTRICT
RIGHT OF WAY (ROW)	HOA / DISTRICT	TOWN OF MEAD	TOWN OF MEAD
NEIGHBORHOOD PARKS	HOA / DISTRICT	HOA / DISTRICT	HOA / DISTRICT
LANDSCAPE TRACTS	HOA / DISTRICT	HOA / DISTRICT	HOA / DISTRICT

Trail Corridors and Open Space



MEADOW RIDGE

OPEN SPACE (PRELIMINARY PLAT)

Section a, Item i.



Ornamental Grass Plantings



Xeric and Seasonal Plantings



Typical Landscape Intent

OPEN SPACE TABLE			
DESCRIPTION	OPEN SPACE PERCENTAGE	ACREAGE	AREA CREDITED
OPEN SPACE	100%	54.27 AC	54.27 AC
DETENTION POND	50%	18.68 AC	9.34 AC
TOTAL OPEN SPACE PROVIDED			63.61 AC (21%)
TOTAL OPEN SPACE REQUIRED			39.40 AC

* OGOA IS NOT INCLUDED

LANDSCAPE INTENT:

- Naturalized Plantings
- Drought-Tolerant Species
- Seasonal Interest

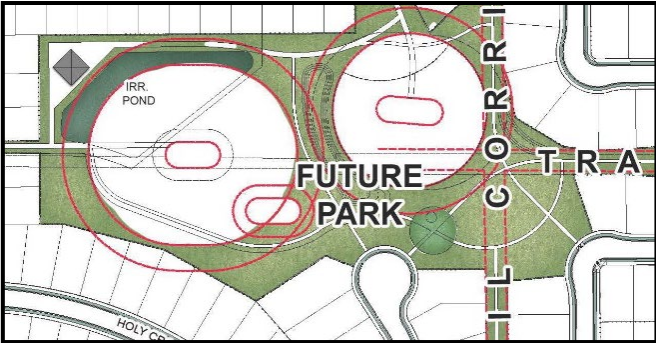
MEADOW RIDGE

PARKS (PRELIMINARY PLAT)

Section a, Item i.



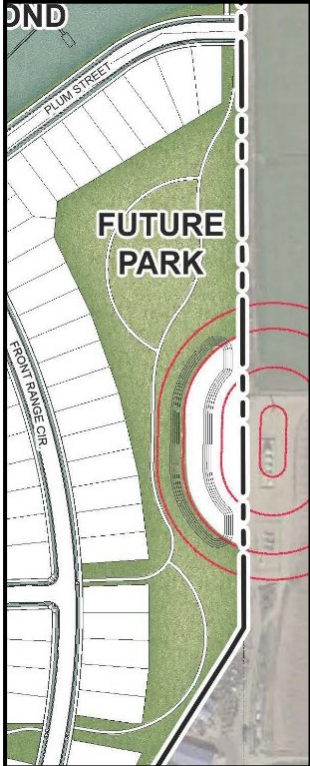
PARKS SUMMARY		
TRACT NAME	AREA (AC)	OPEN SPACE CREDIT
TRACT E/F	13.05	8.42
TRACT K	8.44	7.56
TRACT V	12.95	10.31
TOTAL PARK ACREAGE PROVIDED	34.44 AC	26.29 AC
TOTAL PARK ACREAGE REQUIRED	7 AC PER 300 LOTS (672 / 300 x 7)	15.68 AC



Tract F



Tract V



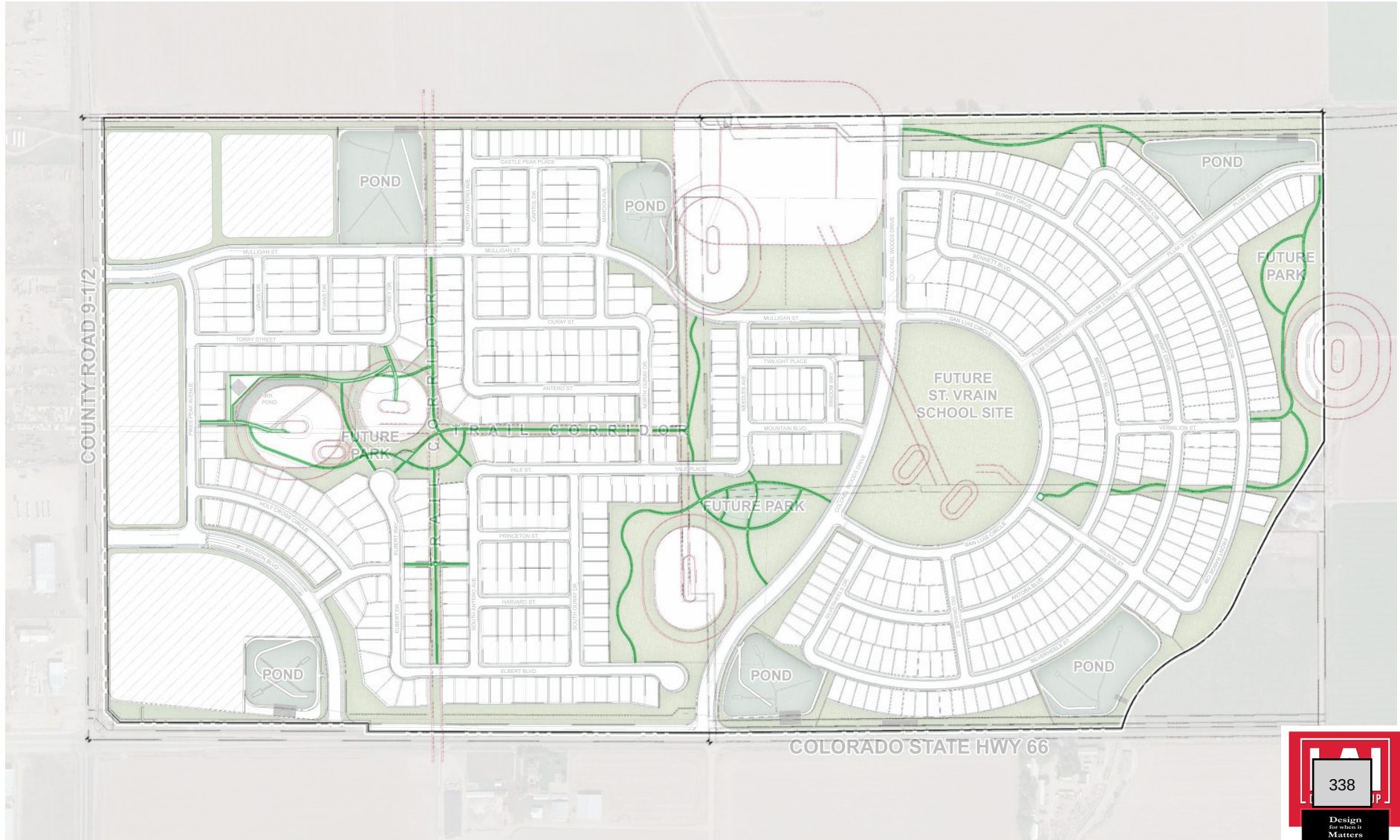
Tract K



MEADOW RIDGE

TRAILS (PRELIMINARY PLAT)

Section a, Item i.

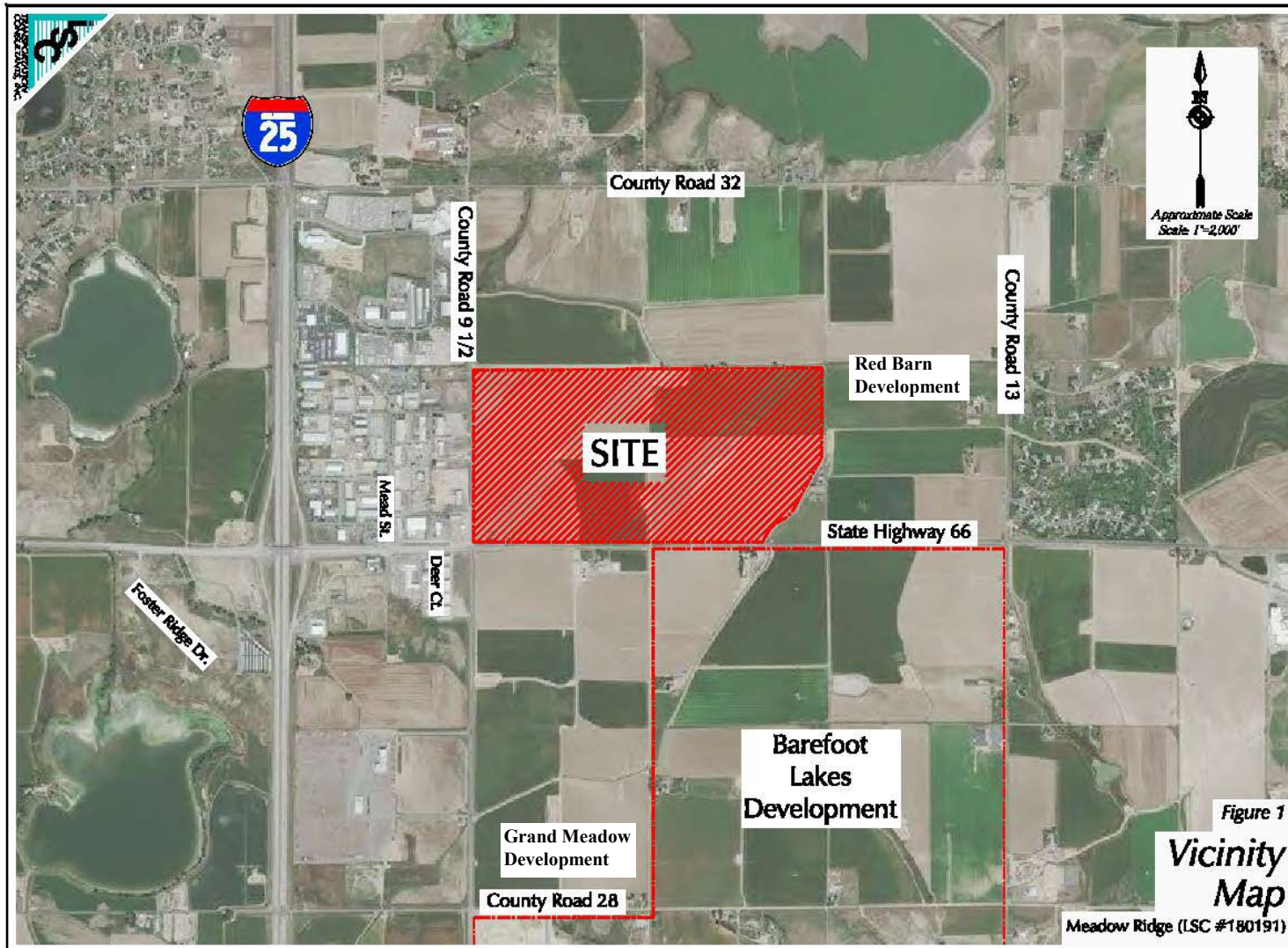


MEADOW RIDGE

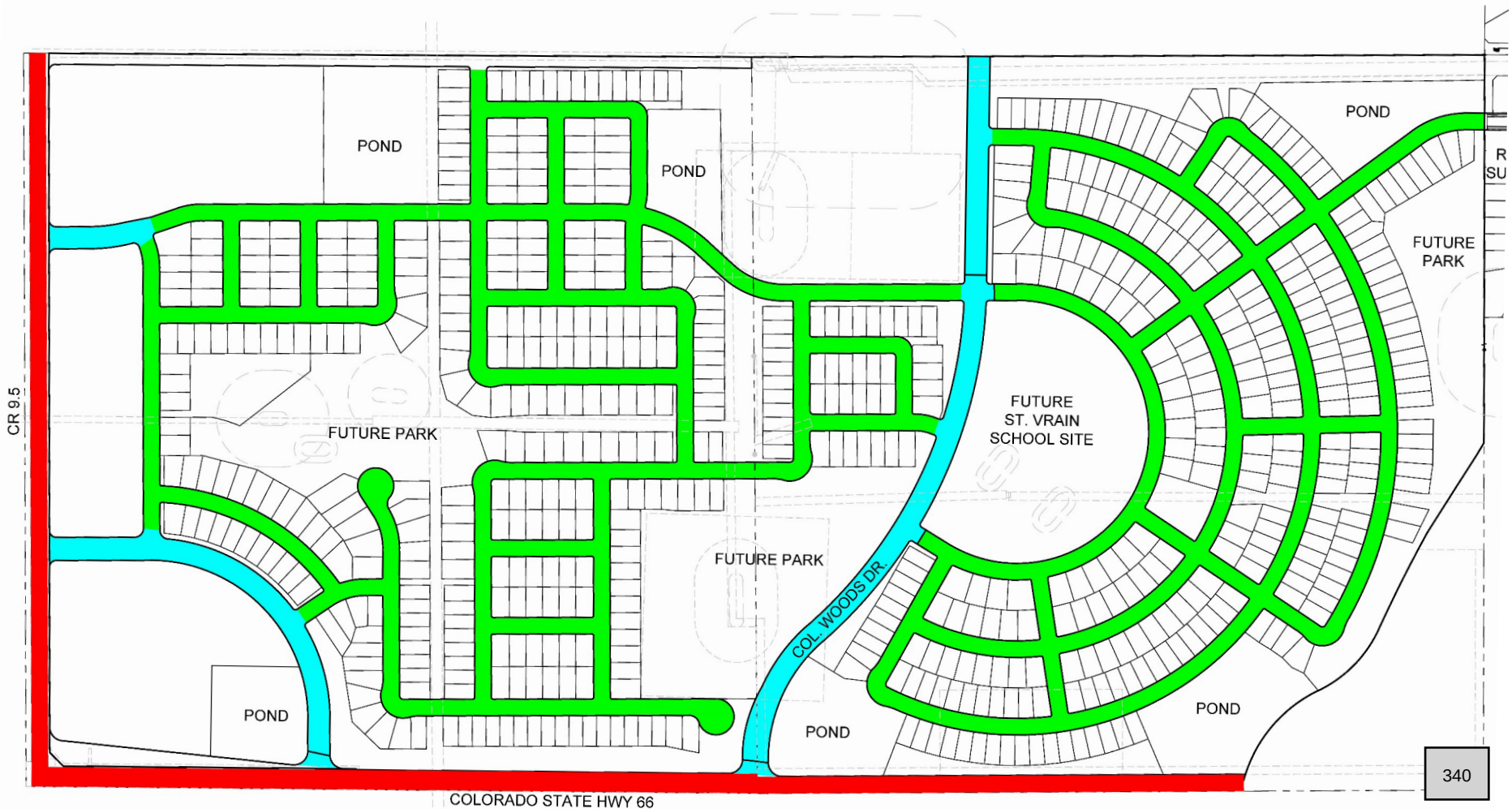
UTILITIES / TRAFFIC

Section a, Item i.

- Developer agrees to cooperate with the adjacent developers to coordinate utilities and access



Section a, Item i.



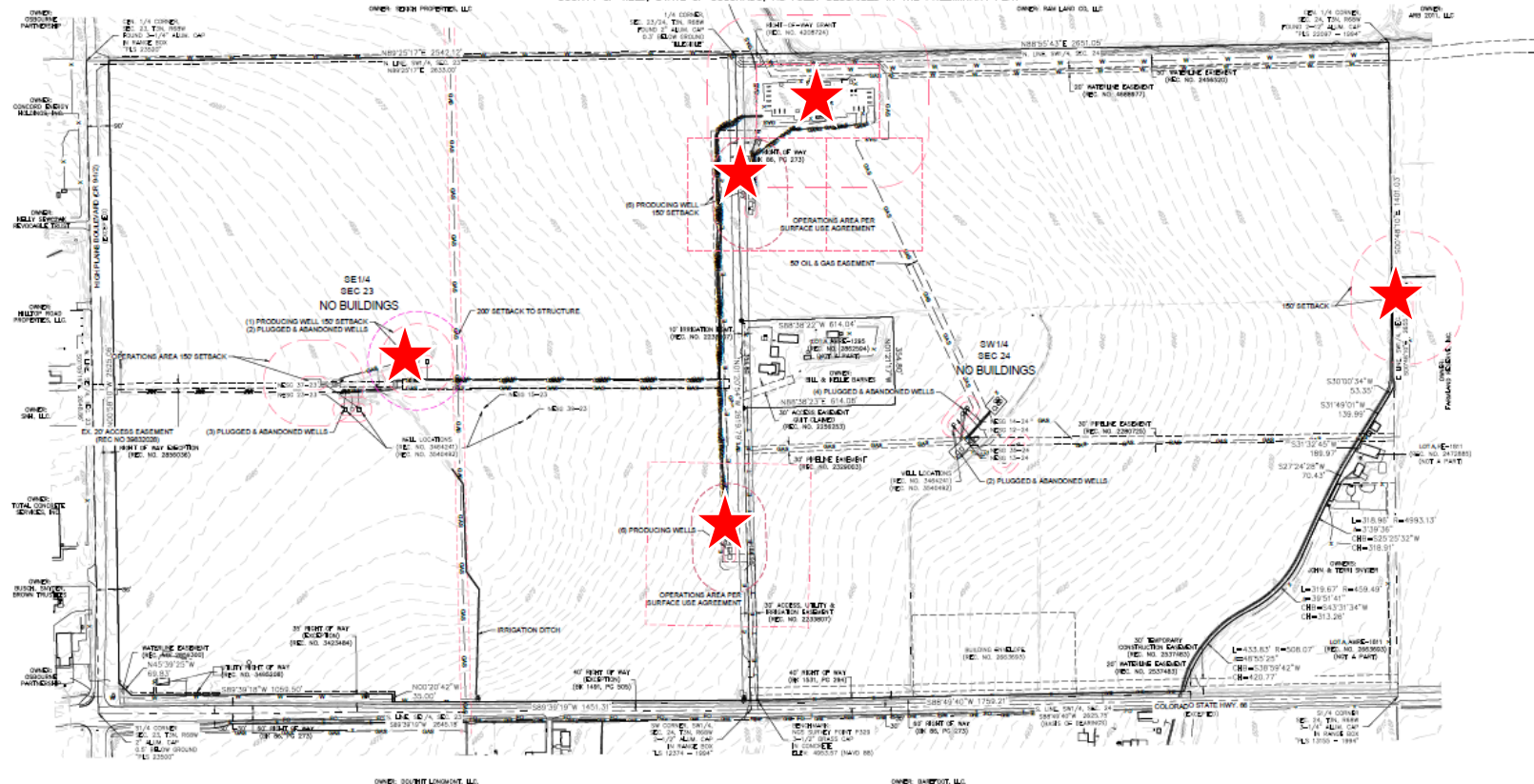
MEADOW RIDGE

OIL AND GAS

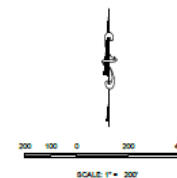
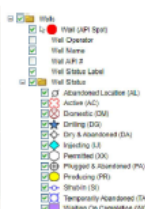
- TOWN OF MEAD OIL & GAS REGULATIONS
- 75' SETBACK TO STREET
 - 150' SETBACK TO LOT
 - 200' SETBACK TO BUILDING
 - 350' SETBACK TO PLANTING
 - 20' MINIMUM EASEMENT CENTERED ON FLOW LINE
 - CROSSINGS OF MUNICIPAL STREET SHALL BE AT RIGHT ANGLES
 - PROPOSED CROSSING LESS THAN 90°
- Section a, Item i.*

MEADOW RIDGE SUBDIVISION
SKETCH PLAN/ PRELIMINARY PLAT

A PART OF SECTIONS 23 AND 24,
TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6th P.M., TOWN OF MEAD
COUNTY OF WELD, STATE OF COLORADO, AS FULLY DESCRIBED IN THE PRELIMINARY PLAT



COGCC GIS ONLINE REFERENCE 1-13-2021



- 75 FEET FROM PLATTED ROWS
- 150 FEET FROM LOT LINES
- 200 FEET FROM HOMES AND HABITABLE STRUCTURES
- 350 FEET FROM PLACES OF ASSEMBLY

Westwood

CMR HOLDING COMPANY, LLC
1288 S CLAYTON ST

MEADOW RIDGE SUBDIVISION
PRELIMINARY PLAT

SHEET NUMBER	DRAWN BY:	SCALE
	CHECKED BY:	AS SHOWN

341

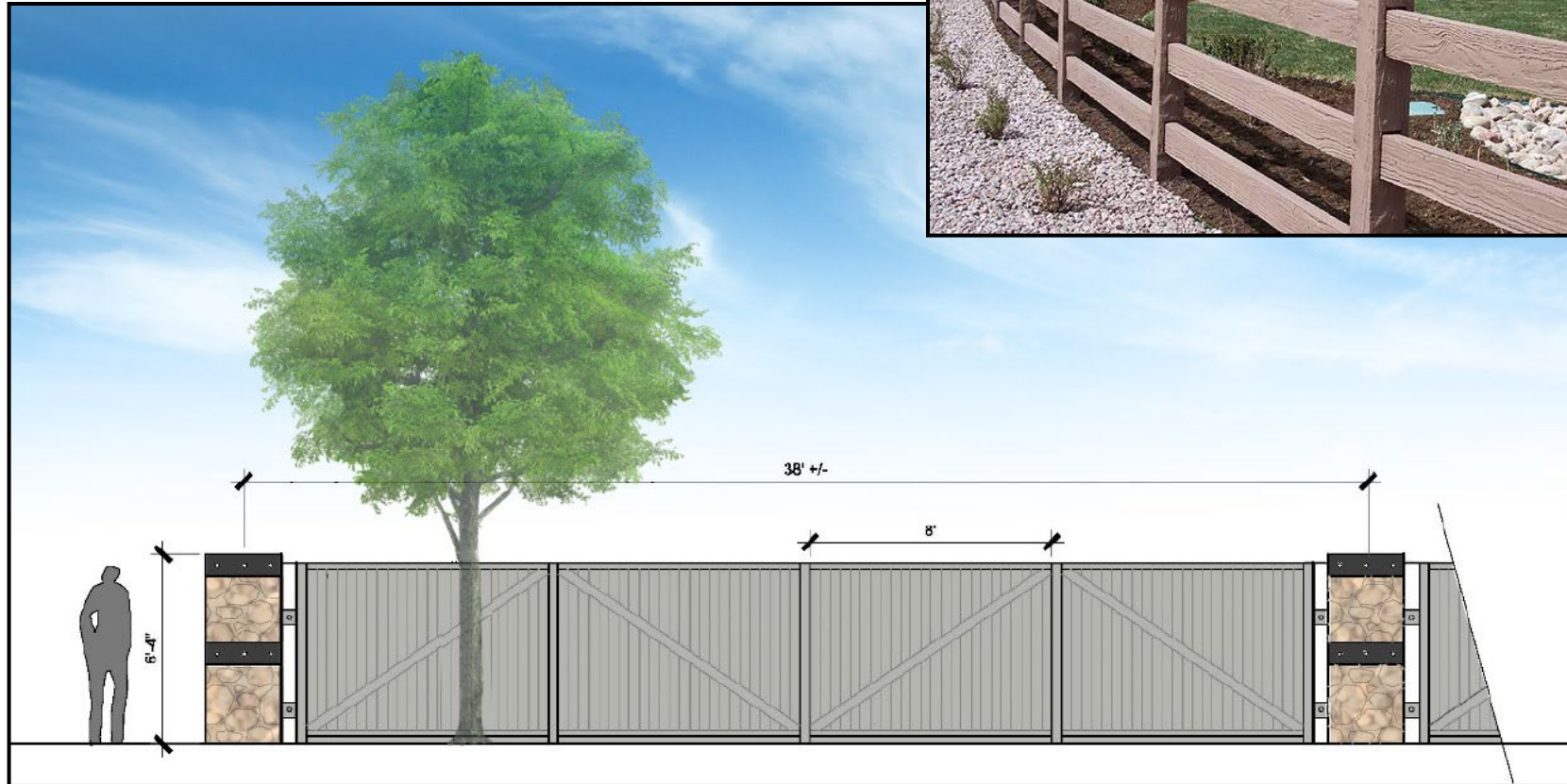


CALL 811
TWO WORKING DAYS
BEFORE YOU DIG
1-800-922-1987

MEADOW RIDGE FENCES

Section a, Item i.

Illustrative Rail Fence



Illustrative Perimeter / Privacy Fence

Note: For illustrative purposes only. Final design is subject to change.

MEADOW RIDGE

SITE AMENITIES

Section a, Item i.

- Areas with Pedestrian Traffic
- Complimentary Building Materials & Colors
- Aesthetically Pleasing



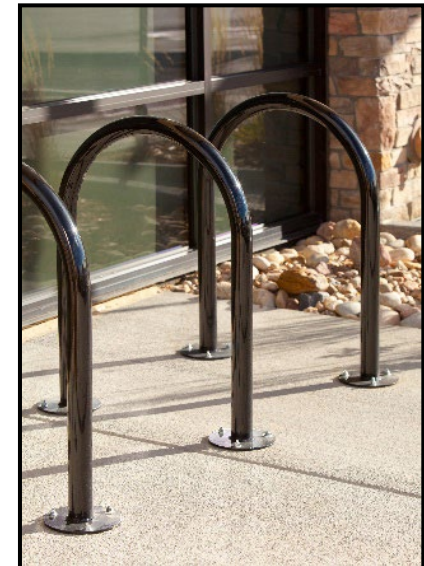
Park Pavilion



Bench



Trash Receptacle



Bike Rack

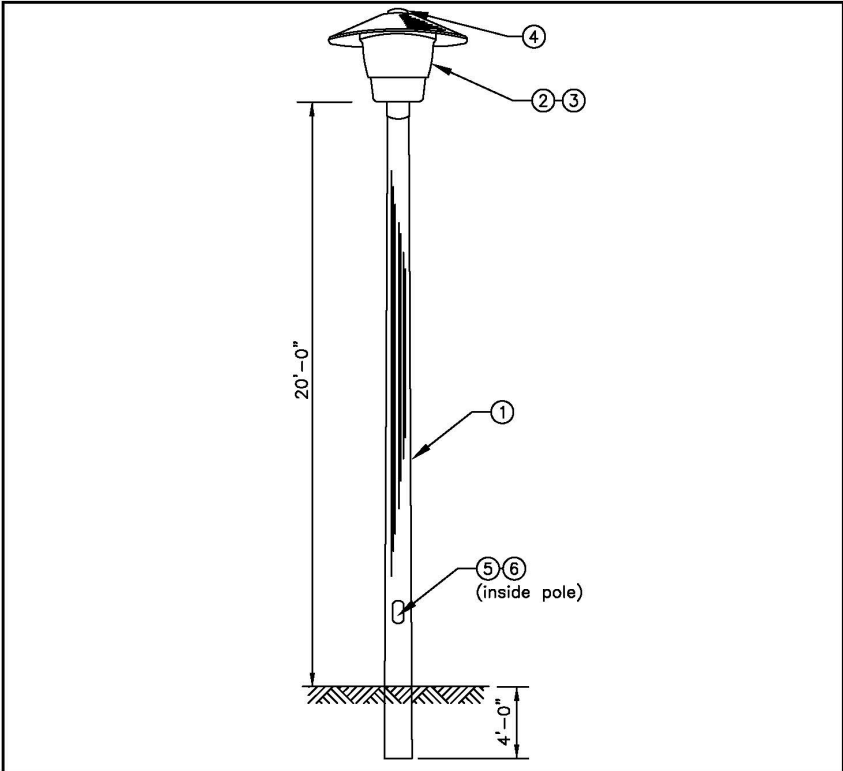
Note: For illustrative purposes only. Final design is subject to change.

MEADOW RIDGE

LIGHTING

Section a, Item i.

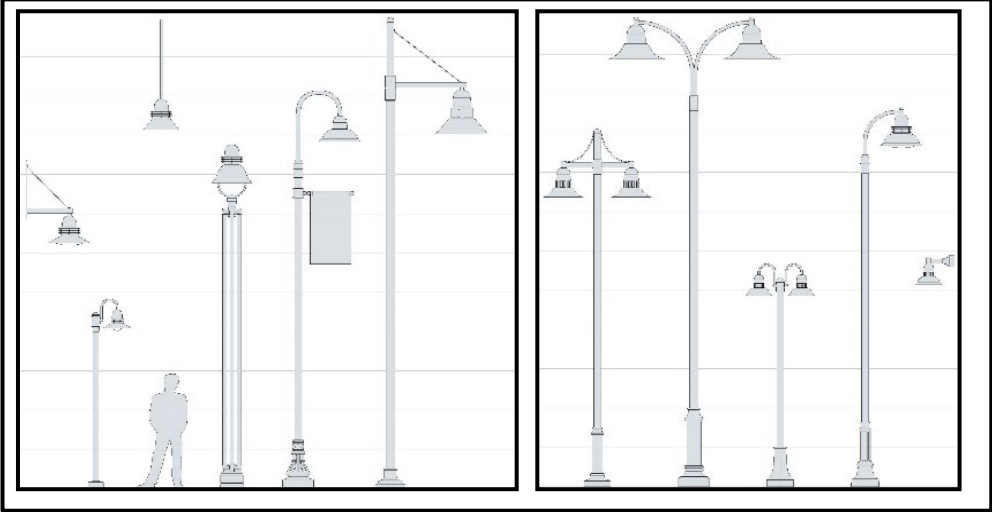
Standard Streetlight Fixture from United Power



ITEM	QTY	MATERIAL	ITEM	QTY	MATERIAL
1	1	Fiberglass Light Pole, 24'			
2	1	Luminarie, 100W, HPS			
3	1	Lamp HPS, 100W.			
4	1	Photoelectric Eye.			
5	1	Fuse Assembly, Sec - 10 amp			

REVISIONS			 UNITED POWER UNITED POWER, INC. P.O. BOX 929 • BRIGHTON, CO. 80601		
DATE	BY	DESCRIPTIONS			
08/02	HWD	General Revision			
ENG. APPROVAL:		DATE:	DWN BY: <i>H. Ross</i>	100W ORNAMENTAL LIGHT ON FIBERGLASS POLE	M26- 100C
OPER. APPROVAL:		DATE:	ISSUED BY:		
			ISSE DT:		

Note: For illustrative purposes only. Final design is subject to change.



Typical Light Hierarchy and Theme (Private)

THANK YOU



88 Inverness Circle East Building J, Suite 101 - Englewood, CO 80012

T: 303.734.1777

E: info@LAIdesigngroup.com



Agenda Item Summary

MEETING DATE: May 31, 2022

SUBJECT: Applicant for Planning Commission – Gerald Abshier

PRESENTED BY: Jason Bradford, AICP, Community Development Director

SUMMARY

The Planning Commission consists of five (5) regular members and one (1) alternate member who are appointed by the Board of Trustees. Currently, there is a vacancy in the alternate position.

In March 2022, the alternate member, Jared Adams, resigned his seat from the Commission. In March 2022, we received an application for the Planning Commission from Mr. Gerald Abshier.

Mr. Abshier has been a resident of the Town of Mead for over 24 years and has attended the minimum required two (2) Planning Commission meetings. He has introduced himself to the Commissioners and met with staff, and he has expressed an interest in contributing to the community by serving on the Planning Commission. Therefore, staff and the Planning Commissioners recommend his appointment to the Planning Commission.

FINANCIAL CONSIDERATIONS

None

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends that the Board of Trustees the appoint of Gerald Abshier as an alternate member of the Planning Commission.

ATTACHMENTS

Committee Application: Gerald Abshier



Town of Mead
Application for Committee/Commission Membership

Name Gerald (Jerry) Abshier

(Please Print)
Address [REDACTED]

City/State/Zip Code Mead, CO 80542

Home Telephone Number [REDACTED]

Business Telephone Number [REDACTED]

E-Mail Address [REDACTED]

Length of Residency in Mead 24 years

Committee or Commission Applying For Planning Commission

Are You a Registered Voter in the Town of Mead Yes

What is Your Occupation Project Manager/Cost Estimator - Commercial Construction

What Background or Interest Do You Bring to This Position and What Would You Like To Work On? I have over 40 years in the construction industry and have extensive knowledge of mechanical contracting, infrastructure and commercial construction. My knowledge and experience will serve the Planning Commission well. I've lived in Mead since 1998 and understand that how we grow is just as important as if/when we grow. I believe that Mead should maintain it's small town feeling while continuing to allow for growth and increase job opportunities through controlled expansion.

Signature: Gerald C. Abshier Date: 03/31/2022

Qualifications: All Committee Members must be U. S. Citizens, bona fide residents and qualified electors who have resided in the Town of Mead for at least twelve (12) consecutive months immediately preceding the date of appointment.

Committee/Commission Meeting Days
Finance Committee - Quarterly, Tuesday Mornings
Planning Commission - Third Wednesday of Month
Events Committee - Second Tuesday of Month