



BOARD OF TRUSTEES

441 3rd Street, Mead
Monday, November 14, 2022

AGENDA

- I. 5:15 p.m. to 6:00 p.m.**
WORK SESSION: Employee Handbook
- II. 6:00 p.m. to 10:00 p.m.**
REGULAR MEETING

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

1. Call to Order – Roll Call

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

2. Moment of Silence

3. Pledge of Allegiance to the Flag

4. Review and Approve Agenda

5. Staff Report: Town Manager Report

[a.](#) Managers Report

6. Informational Items

- [a.](#) November 8, 2022 Municipal Election Unofficial Results
- [b.](#) Built for Mead

7. Proclamations

[a.](#) America Recycles Day November 15, 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 November 1, 2022
- [b.](#) October 2022 Aged Receivables
- [c.](#) Check Register November 14, 2022
- [d.](#) 3rd Quarter 2022 Investment Portfolio
- [e.](#) **Ordinance No. 1017** – An Ordinance of the Town of Mead, Colorado, Approving with Conditions the Postle Subdivision Filing No. 2 Final Plat

- f. **Resolution No. 84-R-2022** – An Resolution of the Town of Mead, Colorado, Amending the Employee Handbook
- g. **Resolution No. 85-R-2022** – A Resolution of the Town of Mead, Colorado, Approving Acquisition (Lease) of a 2022 Ford Police Interceptor Utilizing the Master Equity Lease Agreement with Enterprise Fleet Management (EFM) Dated January 14, 2021
- h. **Resolution No. 86-R-2022** – A Resolution of the Town of Mead, Colorado, Accepting a Grant for the COPS Hiring Program, Administered by the U.S. Department of Justice, Office of Community Oriented Policing Services (“COPS Office”) and Creating Two New Police Officer Positions

10. Public Hearing

- a. **Red Barn Metro District** (Continued from 11/1/2022)

- i. **Resolution No. 87-R-2022** – A Resolution of the Town of Mead, Colorado, Approving with Conditions the Amended and Restated Service Plan for the Red Barn Metropolitan District, and Authorizing Execution of the Second Amendment to Intergovernmental Agreement Between the Town and the District.

11. 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.*

12. Elected Official Reports

- a. Town Trustees
- b. Mayor Whitlow

13. Adjournment

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

TO: Honorable Mayor and Trustees

FROM: Helen Migchelbrink, Town Manager

DATE: November 14, 2022

SUBJECT: Town Manager Report

- The Town hosted a Business Appreciation lunch on November 9 at Town Hall. Representatives from local businesses met to have lunch and meet other local business owners. There was an interesting mix of local business owners, including homebased businesses, future business owners and developers. The community was given a sneak peek at the Built for Mead website.
- The Development Impact Fee schedule for 2023 will be increased by 3.66% based on the 5-year ENR Annual Average Index. The annual increase is in accordance with the Impact Fee Study recommendations adopted by the Town in 2021 and will be posted by December 1, 2022.
- Annual renewals for business licenses will be sent out by mid-November to all active business owners. Enhanced credit card acceptance for payments will be available.
- The Mead Area Chamber of Commerce hosted its annual Trick or Treat Street on October 29th on Main Street. The event was well attended.
- Agfinity has applied for a Fermented Malt Beverage (Beer) liquor license for their new convenience store which is currently under review. A liquor hearing will be scheduled for November 28, 2022.
- The bridge on WCR 34 over I-25 is open to full two-way traffic. New traffic signals are being installed and should be operational by the end of November.
- The Home Depot Distribution Center is slated for opening by the end of the year. It received its Temporary Certificate of Occupancy last week, which allows them to move in equipment, train staff and get the facility ready to open for full operation.
- Municipal Court was held on November 3rd. The docket was small due to the early month court date. December is expected to be larger as it will pick up two extra weeks from November.
- Unofficial results from the November 8 Municipal Election are included in the November 14th Board Packet under informational items. Official results are expected from Weld County by November 18th. Local results can be found on the Weld County Elections website:
<https://www.weld.gov/Government/Departments/Clerk-and-Recorder/Elections-Department>
 Statewide election results can be found on the Secretary of State website:
<https://www.sos.state.co.us/pubs/elections/resultsData.html>
- Key projects update:
 - 3rd and Welker Intersection –A FIR/FOR review meeting with CDOT was held on October 26 which is part of the CDOT review process.
 - Mead Community Center – Building demolition of the Bean Plant continues and will wrap up at the end of November. Schematic design of the new Community Center is in full swing with the architect team. Progress meetings are being held with Staff every two weeks.
- YTD totals for new single family home permits:
 - 2022 YTD 96 SF Permits, 206 Certificates of Occupancy
- Boards and Commissions
 - The Planning Commission is scheduled for November 16 with a public hearing for Sugar Beet Solar. The Commission has full membership with one alternate. The second alternate position is vacant.
 - The Finance Committee reviewed the draft budget on October 18th. The committee had no further recommendations/changes.

- Human Resources
 - The Town is advertising open positions using NeoGov recruiting platform <https://www.governmentjobs.com/careers/townofmead>
 - Open positions include Planner I/II, Police Officer, Pavement Manager and Community Service Officer.

Community Development

- Meadow Ridge Final Plat and SIA are tentatively scheduled to appear before the Board sometime this winter.
- The Sugar Beet Solar project that is being proposed near Mead Ponds is scheduled to appear before the Board on Dec. 12th and will be brought to the Planning Commission on Nov. 16th. The applicant held a neighborhood meeting on November 2nd in the Community Room, at Town Hall, at 6:00 pm. to provide the public with information and answer questions about the proposed development.
- Staff is conducting research regarding parking ratios for multi-family and single-family attached residential uses and will likely draft a small code amendment to revise the parking regulations for multi-family and single-family attached residential uses. This amendment will likely appear before the Board sometime this winter.
- The Turion PUD is being finalized by the applicant. The PUD is tentatively scheduled to appear before the Planning Commission in January and the Board of Trustees soon after.

Public Works and Engineering

- Bid documents for the Board room remodel were released to contractors and proposals are due December 13.
- Staff reviewed the proposals for the 1601 planning process at the CR 38/I-25 Interchange and has selected FHU to complete the work.
- The SH66 underpass request for proposals was sent to 3 on-call firms for completion of engineering design.
- Weld County Road 9.5 south of SH 66 is expected to reopen on Tuesday, November 8. Unfortunately, the developer was unable to complete the asphalt paving and a future closure will be expected in the spring.
- Staff met with our consultant, Raftelis, to discuss the billing options for the Raterink lift station operation and possible surcharge. The group will reconvene in early December with recommendations.
- Public Works staff completed all sprinkler blow-outs of Town parks and facilities.

Community Engagement

- Mead recreation has converted all volunteer refunds to program credit. All volunteer coaches who complete the sport season will receive a credit on their account to be used towards another Mead recreation program. This change realigns us with recreation departments across Colorado.
- CivicPlus purchased MunicodeWeb last year and recently announced their intent to convert all Municode websites to CivicPlus. They will upgrade our website to Drupal version 9 and provide new enhanced products. This integration will occur in 2023 and details about additional fees have not yet been released. The new product name for the conversion will be CivicPlus Municipal Websites.
- Mead Recreation has encountered significant stocking issues with our current reusable and reversible recreation jersey. Due to this, we will be changing the jersey style and color. We are working on a solution to exchange the current jerseys in use by participants.
- Our Built for Mead website is live with a variety of business interview: <https://builtformead.com/> We have additional videos scheduled for release in 2023 and will update the website quarterly.

Police Department

- The Town received an award of the Community Oriented Policing Services (“COPS”) Hiring Program Grant for \$250,000 which is to be used to hire two new officers. The grant acceptance is in the Board Packet consent agenda.
- An officer was involved in a crash with unit #4 last week. The 2018 Ford Explorer is a total loss. Replacement vehicle is in the Board Packet consent agenda.
- Officer Tom Barker will be assigned to School Resource Officer starting November 28th.
- Monthly Report is attached.



Mead Police Department Monthly Activity - October 2022

STAFFING:

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

Officer Salazar is assigned to Mead Schools as an SRO.

The Community Service Officer position is vacant.

Officers Rollins, and Lima are in field training.

TRAINING:

Central Square Mobile Training continues for all staff.

MONTHLY STATS:

Total Calls for Service (CFS) = 512 CAD entries in October, 18 resulting in arrests. (September: 448 CFS, 18 arrests)

Traffic Contacts/Complaints/Hazards: 142 total, 91 warnings, 26 citations

Crashes: 21 responses, 0 involving DUI

Code: 39 total, 4 citations, 10 warnings (parking, abandoned vehicles, animal, etc)

Alarm Calls: 15 responses

Check Well Being Calls: 13 responses

Fire/Medical Assists: 13 responses

Theft / Burglary: 18 reports

NOTABLE CALLS FOR SERVICE:

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

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

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

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

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

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

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

Code – 2500 Jarett Drive – 22ML04615 – 10/05/2022
Parking complaint.

Domestic Violence – Mead – 22ML04616 – 10/05/2022
Reported domestic violence was investigated and unfounded.

Disturbance – 14400 block of I25 Frontage Road – 22ML04629 – 10/05/2022
Utility worker accused of attempted vehicle assault on victim. Under investigation.

Child Abuse – Liberty Ranch Park – 22ML04632 – 10/05/2022
Reported child abuse was investigated and unfounded.

Stolen Vehicle – 16500 block of WCR 7 – 22ML04647 – 10/06/2022
Vehicle stolen from private lot. Recovered in Thornton.

Theft – U-Haul Storage – 22ML04654 – 10/06/2022
Victims reported items missing from storage unit.

Disturbance – Rocky Mountain Saloon – 22ML04657 – 10/06/2022
Witnesses reported an altercation in the parking lot.

Crash – WCR 32 / I-25 Frontage Road – 22ML04658 – 10/06/2022
Minor damage, non-injury, two vehicle crash.

Burglary – 14700 block of Jersey Drive – 22ML04662 – 10/07/2022
Officer responded to a burglary in-progress. Unfounded.

Warrant Arrest – Hwy 66 / WCR 9.5 – 22ML04685 – 10/08/2022
Passenger of traffic stop arrested on active arrest warrant.

Liquor Violation – Mead High School – 22ML04687 – 10/08/2022
Juveniles in possession/consumption of alcohol.

Welfare Check – I25 Frontage Road / WCR 32 – 22ML04701 – 10/09/2022
Female checked on and given courtesy ride.

Hit and Run Crash – WCR 13 / WCR 32 – 22ML04716 – 10/10/2022
Minor damage, non-injury, two vehicle crash. Suspect vehicle fled the scene.

Theft of Auto Parts – 100 block of Falcon Circle – 22ML04741 – 10/12/2022
Catalytic converter stolen off Toyota Prius.

Drugs / Weapons – Southbound I25 mm242 – 22ML4759 – 10/13/2022
Officers recovered drugs and stolen firearm on traffic stop.

Fraud – Mead – 22ML04770 – 10/13/2022
Victim scammed out of money over Instagram.

Fraud – Mead – 22ML04782 – 10/14/2022
Several checks written on victim's account.

Theft – Kum and Go – 22ML04790 – 10/14/2022
Juveniles stealing items from convenience store.

Drugs – Northbound I25 mm243 – 22ML04794 – 10/15/2022
Officer observed illegal narcotics while assisting a motorist.

Theft – Mead Liquor – 22ML04839 – 10/17/2022
Suspect took glass pipes without paying.

Crash – Hwy 66 / WCR 7 – 22ML04845 – 10/18/2022
Two vehicle crash without injury. Both drivers cited.

Welfare Check – Mead – 22ML04854 – 10/18/2022
Subject experiencing crisis, transported to local hospital.

Theft – 23400 Hwy 66 – 22ML04858 – 10/19/2022
Construction materials stolen by unknown suspect.

Theft – Tractor Supply – 22ML04866 – 10/19/2022
Theft of items by unknown suspect.

Dog Bite – Mead Vet Clinic – 22ML04879 – 10/20/2022

Vet was bit by patient.

Warrant Arrest – Kum and Go – 22ML04891 – 10/20/2022

Subject arrested on active warrant.

Fraud – WCR 5 / WCR 32 – 22ML04913 – 10/21/2022

Driver on traffic stop was in possession of fraudulent identification.

Crash – Hwy 66 / I25 – 22ML04924 – 10/22/2022

Two vehicle crash without injury.

Drugs / Warrant Arrest – Kum and Go – 22ML04929 – 10/23/2022

Vehicle contacted and driver arrested on active warrant and possession of drugs.

Suspicious – 4100 WCR 28 – 22ML04937 – 10/23/2022

Suspicious individual reported. Under investigation.

Trespass / Theft – 4400 Mulligan Drive – 22ML04942 – 10/24/2022

Vehicles entered and items stolen by unknown suspects.

Fraud – Mead – 22ML04945 – 10/24/2022

Victim of internet scam lost money from bank account.

Stolen Camper – Lighthouse Storage – 22ML04949 – 10/24/2022

Travel trailer stolen out of storage facility.

Assault – 3800 block Settler Ridge Dr – 22ML04955 – 10/24/2022

Elderly male assaulted by family member. Suspect arrested.

Narcotics – Mead High School – 22ML04960 – 10/25/2022

Student in possession of vape device and marijuana.

Disturbance – 2600 block Jarett Drive – 22ML04982 – 10/26/2022

Two males in verbal argument.

Restraining Order – 3800 block Settler Ridge Drive – 22ML04983

Report that suspect of earlier assault returned.

Death Investigation – Grand View Circle – 22ML04988 – 10/26/2022

Elderly female passed away at home.

Theft – I25 NB off-ramp at mm245 – 22ML04992 – 10/27/2022

Wheels stolen from disabled vehicle.

Sexual Conduct – Mead – 22ML05053 – 10/31/2022

Under investigation.

Crash – Hwy 66 / WCR 5 – 22ML05062 – 10/31/2022
Single vehicle crash, no injuries.



Agenda Item Summary

MEETING DATE: November 14, 2022
SUBJECT: November 8, 2022 Municipal Election Unofficial Results
PRESENTED BY: Mary Strutt, Town Clerk / Treasurer

SUMMARY

The Town of Mead Municipal Election was held on November 8, 2022. The election was coordinated with Weld County who has provided the following Unofficial Election Results (as of 11/10/2022). The results will be certified and considered final in ten (10) days. After the results are certified, Mead elected officials are expected to be sworn in on November 28, 2022.

Mead Municipal Election

Office	Candidate	Votes	Result
Mayor			
	Colleen G. Whitlow	1823	ELECTED (4-year term)
Trustee			
	Herman Schranz	1122	ELECTED (4-year term)
	Chris T. Parr	913	ELECTED (2-year term)
	Martin W “Bill” Parr	891	
	David Adams	1206	ELECTED (4-year term)
	Trisha Harris	1303	ELECTED (4-year term)

Town of Mead Elevation 25 General Improvement District (Results are still pending)

Issue 2A – 3.0 Mills Operating and Maintenance
Issue 2B – 2.0 Mills Contractual Payments
Issue 2C – Debt Level
Question 2D – Organization of GID

Other state issues which may have a local impact

- Proposition 122: legalizing natural medicine plants or fungi (mushrooms) – PASSED
- Amendment 123: revenue stream for affordable housing – PASSED
- Proposition 124: increase number of retail liquor stores held by one person – FAILED
- Proposition 125: extend FMB (beer) license holders to sell wine – PASSED
- Proposition 126: delivery of alcohol - FAILED



PROCLAMATION
America Recycles Day
November 15, 2022

WHEREAS, in 1999, President Bill Clinton signed a proclamation on America Recycles Day, making it a national observance; and

WHEREAS, recycling is one of the great success stories in America's crusade to protect our environment and preserve our natural resources. In over two decades, Americans have undergone a fundamental change in attitude about recycling; and

WHEREAS, so far in 2022, more than 69 million tons were recycled, and 25 million tons were composted and while we have made significant progress since the first America Recycles Day, we still have work to do; and

WHEREAS, as we continue to tackle climate change, we can all do our part to create a more sustainable future by making simple changes in our own lives. Today and every day, we reaffirm our commitment to preserving our resources and creating a healthier and cleaner world for future generations;

NOW, THEREFORE, I, Colleen Whitlow, Mayor, of the Town of Mead, do hereby proclaim November 15, 2022, as America Recycles Day.

Given under my hand and Seal of the Town of Mead, Colorado
On this 14th day of November 2022

Colleen G. Whitlow
Mayor



BOARD OF TRUSTEES

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

MINUTES

I. 5:15 p.m.
Work Session: GID Policy

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

1. Call to Order – Roll Call

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

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

Present

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

Absent

None

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

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

2. Moment of Silence

Mayor Whitlow requested a moment of silence for those killed in the United Flight 629 tragedy on November 1, 1955.

3. Pledge of Allegiance to the Flag

The assembly pledged allegiance to the flag.

4. Review and Approve Agenda

Trustee Harris requested that item 9.e. Resolution No. 80-R-2022 be removed from the Consent Agenda.

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

5. Staff Report: Town Manager Report

a. Managers Report

Town Manager Helen Migchelbrink discussed Home Depot TCO and improvements to WCR 36; stoplights over I-25 will be operational 11/15. Town Engineer / Public Works Director Erika Rasmussen discussed change orders to the PW facility which total 10.9%. Change orders over 10% require BOT approval. The change orders were for owner changes, asphalt cost increases and items missed in bid documents. Project has gone smoothly, and contractor has been very responsive. The Board discussed Sugar Beet Solar open meeting 11/2 and congratulated the police department on COPS grant.

6. Informational Items

a. Pavement Management Implementation

Town Engineer / Public Works Director Erika Rasmussen discussed the updated pavement assessment and the 5-year plan for pavement management projects. The projects will adjust based on funds available and need. New development has added lane miles to our inventory which are new and in excellent condition.

b. Mead Area Chamber of Commerce

Jay Stype, President, Mead Area Chamber of Commerce, discussed the joint events with the town in 2022. MACC currently has 60 members and gives back to the community by providing directories, scholarships and business support. MACC requested funding in 2023 of \$10,000 or \$12,500 due to increased costs of the directories.

7. Proclamations

a. National American Indian Heritage Month November 2022

Motion was made by Trustee Schranz, seconded by Trustee Cartwright, to authorize the signing of the Proclamation for National American Indian Heritage Month November 2022. Motion carried 7-0, on a roll call vote.

b. United Flight 629 Remembrance November 1, 2022

Motion was made by Trustee Cartwright, seconded by Mayor Pro Tem Adams, to authorize the signing of the Proclamation for United Flight 629 Remembrance Day November 1, 2022. Motion carried 7-0, on a roll call vote.

Marian Poeppelmeyer and Rick Tittle both spoke in appreciation of the proclamation and the residents of Mead who responded to the tragedy in 1955.

c. Law Enforcement Records Personnel Week November 7 - November 11, 2022

Motion was made by Trustee Babcock, seconded by Trustee Harris, to authorize the signing of the Proclamation for Law Enforcement Records Personnel Week November 7 – November 11, 2022. Motion carried 7-0, on a roll call vote.

Mayor Whitlow thanked Michelle Ross, Mead PD, for her work.

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

There was no public comment at this time.

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

- a. Approval of Minutes - Regular Meeting October 10, 2022
- b. September 2022 Financials
- c. Check Register October 31, 2022
- d. **Resolution No. 79-R-2022** – A Resolution of the Town of Mead, Colorado, Approving Updated Compensation Structure Guidelines for Employees
- e. **Resolution No. 80-R-2022** – A Resolution of the Town of Mead, Colorado, Approving a Change Order to the Construction Agreement with Krische Construction Concerning Construction of the Public Works Facility
- f. **Resolution No. 81-R-2022** – A Resolution of the Town of Mead, Colorado, Approving that Certain Intergovernmental Agreement with the State of Colorado (acting by and through the Colorado Department of Transportation) for WCR 34 Bridge Over Mead Lateral Project (Project No. BRO M870-008 (24891))

- g. **Ordinance No. 1015** – An Ordinance of the Town of Mead, Colorado, Approving with Conditions Waterfront Filing No. 1 Final Plat
- h. **Ordinance No. 1016** – An Ordinance of the Town of Mead, Colorado, Amending Chapter 12 of the Mead Municipal Code, Regarding General Improvement Districts
- i. **Resolution No. 82-R-2022** – A Resolution of the Town of Mead, Colorado, Adopting the Town of Mead General Improvement Districts Policy

Motion was made by Trustee Cartwright, seconded by Trustee Schranz, to approve the Consent Agenda with the exception of Item 9.e. Motion carried 7-0, on a roll call vote.

9. e. Resolution No. 80-R-2022

Motion was made by Trustee Harris, seconded by Trustee Babcock, to adopt Resolution No. 80-R-2022 – A Resolution of the Town of Mead, Colorado, Approving a Change Order to the Construction Agreement with Krische Construction Concerning Construction of the Public Works Facility. Motion carried 7-0, on a roll call vote.

10. Public Hearing

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

Motion was made by Trustee Babcock, seconded by Mayor Pro Tem Adams, to open and continue the public hearing on the Amended and Restated Service Plan for Red Barn Metropolitan District to November 14, 2022 at 6:00 p.m. at Mead Town Hall. Motion carried 7-0, on a roll call vote.

11. New Business

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

Elaine Alberding, Precision Employment Consulting, discussed opting out of the paid FAMLI program.

Town Clerk Mary Strutt read into the record an email received from an employee about the program. Ms. Alberding read her response to the email. She also discussed a phone call received from another employee about benefits not being available until 2024.

Mayor Whitlow requested any comment from staff. There were no comments from employees.

The Board discussed the FAMLI program.

Motion was made by Trustee Harris, seconded by Trustee Babcock, to adopt Resolution No. 83-R-2022 – A Resolution of the Town of Mead, Colorado, Opting Out of the Paid Family and Medical Leave Insurance Program. Motion carried 7-0, on a roll call vote.

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.

Trustee Herman Schranz requested to address the Board as a resident. He thanked the Board for their dedication, hard work and recognized the improvements to the community under the Board's leadership and direction.

13. Elected Official Reports

- a. Town Trustees

The Trustees had no further comment at this time.

- b. Mayor Whitlow

Mayor Whitlow thanked the Board and staff. She reminded everyone to vote on November 8th and attend Christmas in the Park on December 3rd.

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

Motion was made by Trustee Harris, seconded by Trustee Schranz, to enter into Executive Session pursuant to C.R.S. 24-6-402(4)(f) to discuss personnel matters for which the employee has consented: Town Manager Annual Review. Motion carried 7-0, on a roll call vote.

Mayor Whitlow convened the Executive Session at 7:23 p.m.

The Board returned to the Regular Meeting from Executive Session at 8:54 p.m. Those present for the Executive Session were Mayor Whitlow, Mayor Pro Tem Adams, Trustees Babcock, Brodhead, Cartwright, Harris and Schranz, Town Attorney Marcus McAskin, Town Manager Helen Migchelbrink, and Elaine Alberding, Precision Employment Consulting.

RECONVENE REGULAR MEETING

15. Executive Session Action Items

Motion was made by Trustee Harris, seconded by Trustee Schranz, to delegate authority to Mayor Whitlow to negotiate and the Town Attorney to draft an amendment to the Town Manager's Employment Agreement with an effective date of January 1, 2023 and for Mayor Whitlow to execute the agreement. Motion carried 7-0, on a roll call vote.

16. Adjournment

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

The Regular Meeting of the Town of Mead Board of Trustees adjourned at approximately 8:56 p.m. on Tuesday, November 1, 2022.

Colleen G. Whitlow, Mayor

ATTEST:

Mary E. Strutt, MMC, Town Clerk

Report Criteria:

Aging by Date

Aged using Payment Date

Customer Number	Name	Balance	Future	Current	Over 30	Over 60	Over 90	Over 120	Over 150
1	St. Vrain Valley School District	2,023.00	2,023.00	-	-	-	-	-	-
22	Prairie Hills	84.00	-	-	84.00	-	-	-	-
45	Mead Development Group, Inc.	3,407.50-	-	2,661.50-	-	-	-	-	746.00-
214	Mead Towne Center	5,750.00	-	-	-	130.00	-	-	5,620.00
239	Gopher Gulch	3,942.00-	-	-	-	3,942.00-	-	-	-
256	Prosper Land & Development LLC	5,779.50	-	3,412.50	2,367.00	-	-	-	-
259	Scannell Properties	14,204.34-	-	-	-	-	-	-	14,204.34-
263	Eagle Development	6,204.25-	-	-	-	-	-	-	6,204.25-
270	Highland Development Services Inc	1,446.00	-	-	-	4,786.00-	-	-	6,232.00
272	Iglesia De Jesucristo	417.00	-	165.00	252.00	-	-	-	-
277	Front Range Investment Holdings LLC	6,313.25	-	6,313.25	-	-	-	-	-
280	Benson Farms - MD	2,430.25-	-	-	-	-	-	-	2,430.25-
282	Agfinity, Inc	6,201.00	-	3,542.50	2,658.50	-	-	-	-
285	Boulder Scientific Company, LLC	3,678.50-	-	-	-	-	-	-	3,678.50-
287	Eagle Development LRMD	1,855.00-	-	-	-	-	-	-	1,855.00-
290	Forestar Real Estate Group	4,182.50-	-	422.50-	-	3,760.00-	-	-	-
292	BREG Industrial Development	4,374.50-	-	4,374.50-	-	-	-	-	-
294	QuikTrip Corp	2,750.23	-	2,192.96	557.27	-	-	-	-
296	Silver Point Development	3,021.25	-	3,021.25	-	-	-	-	-
297	Meadow Ridge Development, Inc	8,541.75	-	4,936.25	3,605.50	-	-	-	-
298	Century Land Holdings LLC	6,265.00	-	6,265.00	-	-	-	-	-
301	BREG Industrial Devel. c/o Broe Real Es	5,383.30	-	1,050.40	2,888.60	1,444.30	-	-	-
302	SunCap Property Group	2,292.70-	-	-	2,292.70-	-	-	-	-
307	Tharaldson c/o Ventana Capital	2,531.31	-	2,212.41	318.90	-	-	-	-
308	Melody Homes Inc.	3,277.57	-	534.04	2,743.53	-	-	-	-
313	Sunstate Equipment Co LLC	2,306.84	-	-	2,306.84	-	-	-	-
315	Town of Johnstown	339.13	339.13	-	-	-	-	-	-
316	Town of Milliken	339.13	339.13	-	-	-	-	-	-
317	Town of Berthoud	339.13	339.13	-	-	-	-	-	-
319	Lawson Construction	4,598.04	-	464.10	2,803.26	1,330.68	-	-	-
320	Lorson South Land Corp c/o Landhuis C	5,980.87-	-	-	-	-	-	-	5,980.87-
322	FBVAM Investments LLC	1,973.04	-	1,973.04	-	-	-	-	-
323	Enyo Power Partners, LLC	2,286.39	-	440.61	1,845.78	-	-	-	-
325	Red Barn Metropolitan District	440.61	349.71	90.90	-	-	-	-	-
327	17790 CR 7 LLC	750.00	750.00	-	-	-	-	-	-
Grand Totals:		20,604.06	4,140.10	29,155.71	20,138.48	9,583.02-	-	-	23,247.21-

Report Criteria:

Report type: GL detail

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
11/22	11/14/2022	35701	Accident Investigation & Reconstr	0082	01-01-1302	Training - SH	550.00
Total 35701:							550.00
11/22	11/14/2022	35702	ADAMSON POLICE PRODUCTS	INV386275	01-42-5254	Uniform	98.99
Total 35702:							98.99
11/22	11/14/2022	35703	Alerus	71111	01-40-5068	FSA Administration	155.00
Total 35703:							155.00
11/22	11/14/2022	35704	AMAZON CAPITAL SERVICES	11PG-TDMK-	01-47-5210	Filter Kit for Keurig	118.79
11/22	11/14/2022	35704	AMAZON CAPITAL SERVICES	16L9-QN7X-	01-42-5210	Operating Supplies	61.92
11/22	11/14/2022	35704	AMAZON CAPITAL SERVICES	1MMM-CM1	01-40-5200	Office Supplies	57.09
11/22	11/14/2022	35704	AMAZON CAPITAL SERVICES	1MMM-CM1	01-40-5200	Office Supplies - PW	17.99
11/22	11/14/2022	35704	AMAZON CAPITAL SERVICES	1VJW-6KDM-	01-40-5200	Office Supplies	21.99
11/22	11/14/2022	35704	AMAZON CAPITAL SERVICES	1YMT-G1VM-	01-49-5260	Rec Supplies	21.55
11/22	11/14/2022	35704	AMAZON CAPITAL SERVICES	1YN7-NFMG-	01-49-5260	Rec Coach Supplies	136.68
Total 35704:							436.01
11/22	11/14/2022	35705	Brakes Plus LLC	1428470872	01-42-5216	Veh Maint. - 07144	85.29
11/22	11/14/2022	35705	Brakes Plus LLC	1428497428	01-42-5216	Veh Maint. - VIN70143	1,330.89
11/22	11/14/2022	35705	Brakes Plus LLC	1428625153	01-42-5216	Veh Maint. - VIN273185	100.14
Total 35705:							1,516.32
11/22	11/14/2022	35706	BUCKEYE WELDING SUPPLY C	05067475	01-44-5369	Cylinder Rental	7.65
11/22	11/14/2022	35706	BUCKEYE WELDING SUPPLY C	05071896	01-44-5369	Cylinder Rental	7.65
Total 35706:							15.30
11/22	11/14/2022	35707	Carbon Valley Parks & Rec Distric	11.2.2022	01-49-5260	Fall Volleyball Participation Fee (92 parti	2,300.00
Total 35707:							2,300.00
11/22	11/14/2022	35708	CARDMEMBER SERVICE	1454 102622	01-43-5700	Berthoud Planning Dept - lunch	67.15
11/22	11/14/2022	35708	CARDMEMBER SERVICE	1454 102622	01-43-5700	Com Dev team bldg	67.40
11/22	11/14/2022	35708	CARDMEMBER SERVICE	2504 102622	01-42-5210	Vehicle Cleaning Supplies	27.96
11/22	11/14/2022	35708	CARDMEMBER SERVICE	2504 102622	01-42-5330	Notebooks, Dividers - Training	46.55
11/22	11/14/2022	35708	CARDMEMBER SERVICE	2504 102622	01-42-5216	car wash	10.00
11/22	11/14/2022	35708	CARDMEMBER SERVICE	2504 102622	01-42-5700	Notebooks, Dividers - Background Packe	53.43
11/22	11/14/2022	35708	CARDMEMBER SERVICE	3514 102622	01-40-5331	Online Subscription - Coloradoan	14.99
11/22	11/14/2022	35708	CARDMEMBER SERVICE	3514 102622	01-40-5331	Online Subscription - Greeley Tribune	6.99
11/22	11/14/2022	35708	CARDMEMBER SERVICE	5541 102622	01-42-5330	Training Equip	119.98
11/22	11/14/2022	35708	CARDMEMBER SERVICE	5541 102622	01-42-5330	Def. Tactics Training	1,200.27
11/22	11/14/2022	35708	CARDMEMBER SERVICE	5541 102622	01-42-5330	Firearms Training	397.00
11/22	11/14/2022	35708	CARDMEMBER SERVICE	5590 102622	01-47-5216	Monthly car wash subscription	12.00
11/22	11/14/2022	35708	CARDMEMBER SERVICE	5590 102622	01-47-5330	Deputy Town Engineer	465.00
11/22	11/14/2022	35708	CARDMEMBER SERVICE	5590 102622	01-44-5212	Keurig	499.99
11/22	11/14/2022	35708	CARDMEMBER SERVICE	7239 102622	01-49-5349	Lunch n Learn	200.00
11/22	11/14/2022	35708	CARDMEMBER SERVICE	7239 102622	01-49-5349	Lunch n learn credit	150.00-

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
11/22	11/14/2022	35708	CARDMEMBER SERVICE	7239 102622	01-49-5236	Outreach Banners	860.14
11/22	11/14/2022	35708	CARDMEMBER SERVICE	7239 102622	01-49-5349	Nectar Subscription	140.00
11/22	11/14/2022	35708	CARDMEMBER SERVICE	7239 102622	01-49-5261	CD Boost	7.44
11/22	11/14/2022	35708	CARDMEMBER SERVICE	7239 102622	01-49-5265	Senior Lunch	414.55
11/22	11/14/2022	35708	CARDMEMBER SERVICE	7239 102622	01-49-5331	Messenger Newsletter	17.00
11/22	11/14/2022	35708	CARDMEMBER SERVICE	7239 102622	01-49-5349	Wellness rewards redemption	223.30
11/22	11/14/2022	35708	CARDMEMBER SERVICE	7239 102622	01-49-5331	URL subscription	35.00
11/22	11/14/2022	35708	CARDMEMBER SERVICE	7239 102622	01-49-5220	Main Street Pole Banners	1,700.13
11/22	11/14/2022	35708	CARDMEMBER SERVICE	7239 102622	01-49-5236	Outreach Banners	750.92
11/22	11/14/2022	35708	CARDMEMBER SERVICE	7665 102622	01-44-5216	Car Wash	15.00
11/22	11/14/2022	35708	CARDMEMBER SERVICE	7665 102622	01-44-5331	CDL for TM	3,250.00
11/22	11/14/2022	35708	CARDMEMBER SERVICE	7665 102622	01-47-5215	Keys - fire marshall/staff	41.85
11/22	11/14/2022	35708	CARDMEMBER SERVICE	7665 102622	01-49-5262	Clean up days	123.00
11/22	11/14/2022	35708	CARDMEMBER SERVICE	7665 102622	01-49-5262	Clean up days	47.63
11/22	11/14/2022	35708	CARDMEMBER SERVICE	7665 102622	01-49-5262	Clean up days	38.11
11/22	11/14/2022	35708	CARDMEMBER SERVICE	7665 102622	01-44-5216	VIN40185 - Title & Plate	57.97
11/22	11/14/2022	35708	CARDMEMBER SERVICE	7665 102622	01-44-5216	Service Call	454.20
11/22	11/14/2022	35708	CARDMEMBER SERVICE	7665 102622	01-45-5330	CO LTAP - CW	50.00
11/22	11/14/2022	35708	CARDMEMBER SERVICE	7665 102622	01-44-5331	Fleetio.com	26.73
11/22	11/14/2022	35708	CARDMEMBER SERVICE	7665 102622	01-44-5330	APWA CO - BH & MM Snow & Ice Conf.	300.00
11/22	11/14/2022	35708	CARDMEMBER SERVICE	7700 102622	01-40-5331	Subscription - Denver Post	11.99
11/22	11/14/2022	35708	CARDMEMBER SERVICE	7700 102622	01-40-5205	Postage	8.95
11/22	11/14/2022	35708	CARDMEMBER SERVICE	7700 102622	01-40-5331	Subscription - Bizwest	9.00
11/22	11/14/2022	35708	CARDMEMBER SERVICE	7700 102622	01-40-5205	Postage	9.90
11/22	11/14/2022	35708	CARDMEMBER SERVICE	7700 102622	01-41-5700	BOT Mtg	184.31
11/22	11/14/2022	35708	CARDMEMBER SERVICE	7700 102622	01-40-5205	Postage	9.90
11/22	11/14/2022	35708	CARDMEMBER SERVICE	7700 102622	01-40-5205	Postage	9.90
11/22	11/14/2022	35708	CARDMEMBER SERVICE	7700 102622	01-41-5330	2022 Governance Wkshp	85.00
11/22	11/14/2022	35708	CARDMEMBER SERVICE	7700 102622	01-41-5330	2022 Governance Wkshp	255.22
11/22	11/14/2022	35708	CARDMEMBER SERVICE	9596 102622	01-42-5210	Notebooks	6.98
11/22	11/14/2022	35708	CARDMEMBER SERVICE	9596 102622	01-42-5210	Incorrect processing of Sam's return	8.98-
11/22	11/14/2022	35708	CARDMEMBER SERVICE	9596 102622	01-42-5201	Adobe Subscription - MR	14.99
11/22	11/14/2022	35708	CARDMEMBER SERVICE	9596 102622	01-42-5201	Adobe Subscription - BN	12.99
11/22	11/14/2022	35708	CARDMEMBER SERVICE	9596 102622	01-42-5700	Main Street Event - Candy	87.00
11/22	11/14/2022	35708	CARDMEMBER SERVICE	9596 102622	01-42-5330	Parking	53.79
11/22	11/14/2022	35708	CARDMEMBER SERVICE	9596 102622	01-42-5330	Taxi - Dallas NB	38.52
11/22	11/14/2022	35708	CARDMEMBER SERVICE	9596 102622	01-42-5330	Taxi - Dallas NB	7.70
11/22	11/14/2022	35708	CARDMEMBER SERVICE	9596 102622	01-42-5216	Car wash subscription	10.00
11/22	11/14/2022	35708	CARDMEMBER SERVICE	9596 102622	01-42-5330	Training - Dallas Hotel NB	1,447.68
Total 35708:							13,846.52
11/22	11/14/2022	35709	Colorado Association of Chiefs of	3877	01-01-1302	Dues/Memberships	125.00
Total 35709:							125.00
11/22	11/14/2022	35710	Construction Concepts Inc	21MEA-0066	01-02-2308	Permit Deposit, Permit #21MEA-00661	500.00
Total 35710:							500.00
11/22	11/14/2022	35711	Cooper Cramblet	10172022	01-42-5332	Tuition Reimbursement -Fall 2022	1,272.75
Total 35711:							1,272.75
11/22	11/14/2022	35712	CPS DISTRIBUTORS, INC	0007483826-	01-45-5370	Margil Restoration #2	3,681.81
11/22	11/14/2022	35712	CPS DISTRIBUTORS, INC	FC0123-000	01-45-5370	Margil Restoration #2	55.23

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 35712:							3,737.04
11/22	11/14/2022	35713	Cribari Law Firm	10.26.2022	01-48-5455	Prosecuting Attorney - Oct 2022	2,457.00
Total 35713:							2,457.00
11/22	11/14/2022	35714	David Jay Thrower	263	01-48-5040	Municipal court judge - Oct 2022	1,000.00
Total 35714:							1,000.00
11/22	11/14/2022	35715	DBC Irrigation Supply	S4527205.00	01-45-5372	Maintenance Supplies	41.48
11/22	11/14/2022	35715	DBC Irrigation Supply	S4768940.00	01-45-5372	SC - S4527205.002	.62
11/22	11/14/2022	35715	DBC Irrigation Supply	S4807918.00	01-45-5372	SC - S4527205.002	.62
11/22	11/14/2022	35715	DBC Irrigation Supply	S4839783.00	01-45-5372	SC - S4527205.002	.62
Total 35715:							43.34
11/22	11/14/2022	35716	Freddy A Martinez	185311	01-47-5216	Repairs - VIN01432	8,343.70
Total 35716:							8,343.70
11/22	11/14/2022	35717	Garretson's Sports Center	7273	01-49-5260	Jersey Logo	238.80
11/22	11/14/2022	35717	Garretson's Sports Center	7378	01-49-5203	Apparel	212.00
Total 35717:							450.80
11/22	11/14/2022	35718	Hayden Stienike	22-8177 102	99-01-1077	Refund for overpayment - Case #22-817	25.00
Total 35718:							25.00
11/22	11/14/2022	35719	HOME DEPOT CREDIT SERVIC	7516306	01-45-5215	Water Pump	182.06
Total 35719:							182.06
11/22	11/14/2022	35720	INTERSTATE FORD	926122	01-42-5216	Vehicle Maintenance - 07144	569.12
Total 35720:							569.12
11/22	11/14/2022	35721	JARVIS	5641	01-49-5260	Software Fees	172.50
11/22	11/14/2022	35721	JARVIS	5641	01-49-5265	Software Fees	52.50
Total 35721:							225.00
11/22	11/14/2022	35722	JVA INCORPORATED	104096	06-40-5405	TOM - Wastewater On-Call	1,172.75
11/22	11/14/2022	35722	JVA INCORPORATED	104098	06-47-5557	WWTF	1,310.00
11/22	11/14/2022	35722	JVA INCORPORATED	104099	06-47-5557	WWTP	797.73
11/22	11/14/2022	35722	JVA INCORPORATED	104176	14-40-5564	North Creek Culvert Repair	1,150.00
11/22	11/14/2022	35722	JVA INCORPORATED	104400	09-50-5511	OWTS	974.75
11/22	11/14/2022	35722	JVA INCORPORATED	104419	01-02-2615	Meadow Ridge (297)	2,520.00
11/22	11/14/2022	35722	JVA INCORPORATED	104420	01-02-2615	Rangeview Estates (270)	84.00
11/22	11/14/2022	35722	JVA INCORPORATED	104421	01-02-2615	Lakeside Canyon/Saint Acacius (290)	252.00
11/22	11/14/2022	35722	JVA INCORPORATED	104422	09-50-5511	PW Facility	1,000.00
11/22	11/14/2022	35722	JVA INCORPORATED	104423	09-50-5511	PW Facility	750.00
11/22	11/14/2022	35722	JVA INCORPORATED	104424	01-02-2615	Postle (292)	684.00
11/22	11/14/2022	35722	JVA INCORPORATED	104425	01-02-2615	Postle (292)	84.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
11/22	11/14/2022	35722	JVA INCORPORATED	104426	01-02-2615	Liberty Ranch (320)	252.00
11/22	11/14/2022	35722	JVA INCORPORATED	104427	01-02-2615	Specialty Products Admin (322)	168.00
11/22	11/14/2022	35722	JVA INCORPORATED	104428	01-02-2615	Highland Drive Extension (294)	252.00
11/22	11/14/2022	35722	JVA INCORPORATED	104429	01-02-2615	Red Barn Annexation (325)	168.00
11/22	11/14/2022	35722	JVA INCORPORATED	104430	01-02-2615	Waterfront (307)	168.00
11/22	11/14/2022	35722	JVA INCORPORATED	104431	01-47-5405	TOM - General Engineering Services	2,116.40
Total 35722:							13,903.63
11/22	11/14/2022	35723	Kimball Midwest	100414506	01-44-5210	Shop operating supplies	144.40
Total 35723:							144.40
11/22	11/14/2022	35724	KONICA MINOLTA BUSINESS S	283211614	01-40-5315	Copies	193.51
Total 35724:							193.51
11/22	11/14/2022	35725	Land Title Guarantee Company, L	ABH2520022	09-50-5500	Grader Shed Property	325.00
Total 35725:							325.00
11/22	11/14/2022	35726	LITTLE THOMPSON WATER DIS	1003301 10/	01-47-5305	1341 WC 34	116.67
11/22	11/14/2022	35726	LITTLE THOMPSON WATER DIS	607001 10/2	06-47-5305	5423 WC 32	30.32
11/22	11/14/2022	35726	LITTLE THOMPSON WATER DIS	618801 10/2	01-45-5305	150 Main St	32.85
11/22	11/14/2022	35726	LITTLE THOMPSON WATER DIS	619202 10/2	01-45-5305	401 3rd St	30.32
11/22	11/14/2022	35726	LITTLE THOMPSON WATER DIS	620201 10/2	01-45-5305	2700 WC 34.5	3,021.78
11/22	11/14/2022	35726	LITTLE THOMPSON WATER DIS	621801 10/2	01-45-5305	190 1st St	1,334.06
11/22	11/14/2022	35726	LITTLE THOMPSON WATER DIS	622501 10/2	01-45-5305	365 Welker	32.85
11/22	11/14/2022	35726	LITTLE THOMPSON WATER DIS	624409 10/2	01-42-5305	201 Welker	30.76
11/22	11/14/2022	35726	LITTLE THOMPSON WATER DIS	650402 10/2	01-40-5305	242 Main St	30.32
11/22	11/14/2022	35726	LITTLE THOMPSON WATER DIS	657602 10/2	06-47-5305	4504 E Welker	42.02
11/22	11/14/2022	35726	LITTLE THOMPSON WATER DIS	657701 10/2	01-45-5305	156 Eagle	275.81
11/22	11/14/2022	35726	LITTLE THOMPSON WATER DIS	657801 10/2	01-42-5305	537 Main Police	92.07
11/22	11/14/2022	35726	LITTLE THOMPSON WATER DIS	657801 10/2	01-44-5305	537 Main PW	92.08
11/22	11/14/2022	35726	LITTLE THOMPSON WATER DIS	657901 10/2	01-45-5305	16775 North Creek	531.13
11/22	11/14/2022	35726	LITTLE THOMPSON WATER DIS	658001 10/2	01-45-5305	441 3rd St (6580)	745.77
11/22	11/14/2022	35726	LITTLE THOMPSON WATER DIS	658101 10/2	01-45-5305	10 Fairburn	32.96
11/22	11/14/2022	35726	LITTLE THOMPSON WATER DIS	658201 10/2	01-40-5305	441 3rd St	41.20
Total 35726:							6,512.97
11/22	11/14/2022	35727	LONGMONT HUMANE SOCIETY	ME103122	01-42-5346	Animal Impounds	380.00
Total 35727:							380.00
11/22	11/14/2022	35728	LONGS PEAK WATER DISTRICT	5200605.01	01-45-5305	Libert Ranch Irrigation	4,543.01
Total 35728:							4,543.01
11/22	11/14/2022	35729	LOVELAND BARRICADE LLC	18982	01-44-5367	Striping	24,897.00
Total 35729:							24,897.00
11/22	11/14/2022	35730	MAC EQUIPMENT INC	415170	01-44-5254	Demo Saw	1,760.05

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 35730:							1,760.05
11/22	11/14/2022	35731	MAIN STREET MAT COMPANY	140941	01-40-5210	Mat svcs	60.36
Total 35731:							60.36
11/22	11/14/2022	35732	MCDONALD FARMS ENTERPRI	0067476-IN	06-47-5231	Vac Tanker - haul waste	1,708.00
Total 35732:							1,708.00
11/22	11/14/2022	35733	MOUNTAIN TRUCK & EQUIP	14760-33279	01-44-5216	Mud Flaps	103.94
Total 35733:							103.94
11/22	11/14/2022	35734	Nectar HR	10912	01-49-5349	Wellness Redemptions	102.00
Total 35734:							102.00
11/22	11/14/2022	35735	NEXT STEP COMMUNICATION L	9543	09-50-5511	Monument Sign PW Facility	500.00
Total 35735:							500.00
11/22	11/14/2022	35736	One Way Inc	278891	01-47-5310	D13927A537 Main St Trash	38.59
11/22	11/14/2022	35736	One Way Inc	278891	01-45-5310	D13927A537 Main St Trash	38.59
11/22	11/14/2022	35736	One Way Inc	278892	01-47-5310	D13927B537 Main St Recycle	24.81
11/22	11/14/2022	35736	One Way Inc	278892	01-45-5310	D13927B537 Main St Recycle	24.80
11/22	11/14/2022	35736	One Way Inc	278897	01-40-5310	D13927C441 Third St Trash	77.18
11/22	11/14/2022	35736	One Way Inc	278898	01-40-5310	D13927D441 Third St Recycle	49.61
11/22	11/14/2022	35736	One Way Inc	278904	06-47-5310	D13927E4504 Welker Trash	93.72
11/22	11/14/2022	35736	One Way Inc	278939	01-42-5310	D13927F201 Welker	26.44
Total 35736:							373.74
11/22	11/14/2022	35737	Orion Environmental, Inc	E22078 - 1	09-50-5500	Bean Plant Demo	85,000.00
11/22	11/14/2022	35737	Orion Environmental, Inc	E22078 - 1	09-02-2005	Bean Plant Demo	4,250.00
Total 35737:							80,750.00
11/22	11/14/2022	35738	Oz Architecture, Inc	131715	01-43-5421	Shared Muni Facilities MSP - Aug 2022	1,214.10
11/22	11/14/2022	35738	Oz Architecture, Inc	131827	01-43-5421	Shared Muni Facilities MSP - Sept 2022	4,935.66
Total 35738:							6,149.76
11/22	11/14/2022	35739	Paulette Dolin	017	01-49-5265	Fitness for Seniors - Oct 2022	540.00
Total 35739:							540.00
11/22	11/14/2022	35740	Precision Employment Consulting	103122	01-40-5401	Consulting- Oct 22	8,229.18
11/22	11/14/2022	35740	Precision Employment Consulting	103122	06-40-5401	Consulting- Oct 22	441.57
11/22	11/14/2022	35740	Precision Employment Consulting	103122	20-40-5401	Consulting- Oct 22	304.25
Total 35740:							8,975.00
11/22	11/14/2022	35741	RAMEY ENVIRONMENTAL COM	24661	06-47-5390	Wastewater svcs - Oct	5,043.84
11/22	11/14/2022	35741	RAMEY ENVIRONMENTAL COM	24661	06-47-5391	Lab Services	595.20

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
11/22	11/14/2022	35741	RAMEY ENVIRONMENTAL COM	24661	06-47-5215	Facility Op	248.75
Total 35741:							5,887.79
11/22	11/14/2022	35742	Safebuilt	0091617-IN	01-43-5460	Plan Review/ Permit Inspection	23,076.64
Total 35742:							23,076.64
11/22	11/14/2022	35743	Safety and Construction Supply	4595	04-44-5215	Locate Flags	799.75
11/22	11/14/2022	35743	Safety and Construction Supply	4743	09-50-5505	Compressor for new shop	4,615.00
11/22	11/14/2022	35743	Safety and Construction Supply	4882	01-44-5254	Tools	4,165.14
11/22	11/14/2022	35743	Safety and Construction Supply	4969	09-50-5505	Cabinets	3,135.00
Total 35743:							12,714.89
11/22	11/14/2022	35744	Smith Power Products, INC	530785	01-40-5215	Generator Maint. TH	1,328.93
Total 35744:							1,328.93
11/22	11/14/2022	35745	STAPLES ADVANTAGE	3519614184	01-40-5200	Office Supplies	21.67
11/22	11/14/2022	35745	STAPLES ADVANTAGE	3519614184	01-42-5210	Operating Supplies	50.24
11/22	11/14/2022	35745	STAPLES ADVANTAGE	3521791282	01-40-5210	Operating Supplies	50.90
11/22	11/14/2022	35745	STAPLES ADVANTAGE	3521791282	01-40-5200	Office Supplies - PW	14.93
11/22	11/14/2022	35745	STAPLES ADVANTAGE	3521791283	01-40-5210	Operating Supplies	150.48
11/22	11/14/2022	35745	STAPLES ADVANTAGE	3521791284	01-40-5200	Office Supplies	5.86
11/22	11/14/2022	35745	STAPLES ADVANTAGE	3521791284	01-40-5200	Office Supplies - PW	663.80
11/22	11/14/2022	35745	STAPLES ADVANTAGE	3521791284	01-47-5210	Operating Supplies	251.55
11/22	11/14/2022	35745	STAPLES ADVANTAGE	3521791285	01-40-5200	Office Supplies	14.79
11/22	11/14/2022	35745	STAPLES ADVANTAGE	3521791287	01-40-5200	Office Supplies	61.37
11/22	11/14/2022	35745	STAPLES ADVANTAGE	3521791287	01-42-5200	Office Supplies	10.44
11/22	11/14/2022	35745	STAPLES ADVANTAGE	3521791288	01-40-5210	Operating Supplies	52.49
11/22	11/14/2022	35745	STAPLES ADVANTAGE	3521791291	01-40-5210	Operating Supplies	74.72
11/22	11/14/2022	35745	STAPLES ADVANTAGE	3521791292	01-40-5210	Operating Supplies	29.99
11/22	11/14/2022	35745	STAPLES ADVANTAGE	3521791294	01-40-5200	Office Supplies	73.39
11/22	11/14/2022	35745	STAPLES ADVANTAGE	3521791294	01-42-5200	Office Supplies	90.15
11/22	11/14/2022	35745	STAPLES ADVANTAGE	3521791294	01-40-5210	Operating Supplies	16.28
11/22	11/14/2022	35745	STAPLES ADVANTAGE	3521791296	01-40-5210	Operating Supplies	14.97
11/22	11/14/2022	35745	STAPLES ADVANTAGE	3521791296	01-42-5210	Operating Supplies	6.00
11/22	11/14/2022	35745	STAPLES ADVANTAGE	3521791299	01-47-5210	Operating Supplies	75.99
Total 35745:							1,730.01
11/22	11/14/2022	35746	TBK BANK	8900802 101	01-40-5701	Safe Deposit Box	30.00
Total 35746:							30.00
11/22	11/14/2022	35747	TDS	4762 102522	01-42-5325	Internet - 201 Welker	132.45
Total 35747:							132.45
11/22	11/14/2022	35748	THE HARTFORD-GROUP BENE	9247037745	01-40-5066	STD / LTD Insurance	231.94
11/22	11/14/2022	35748	THE HARTFORD-GROUP BENE	9247037745	01-41-5066	STD / LTD Insurance	7.05
11/22	11/14/2022	35748	THE HARTFORD-GROUP BENE	9247037745	01-42-5066	STD / LTD Insurance	362.02
11/22	11/14/2022	35748	THE HARTFORD-GROUP BENE	9247037745	01-43-5066	STD / LTD Insurance	172.41
11/22	11/14/2022	35748	THE HARTFORD-GROUP BENE	9247037745	01-44-5066	STD / LTD Insurance	132.05
11/22	11/14/2022	35748	THE HARTFORD-GROUP BENE	9247037745	01-45-5066	STD / LTD Insurance	152.80

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
11/22	11/14/2022	35748	THE HARTFORD-GROUP BENE	9247037745	01-47-5066	STD / LTD Insurance	225.52
11/22	11/14/2022	35748	THE HARTFORD-GROUP BENE	9247037745	01-48-5066	STD / LTD Insurance	28.22
11/22	11/14/2022	35748	THE HARTFORD-GROUP BENE	9247037745	01-49-5066	STD / LTD Insurance	76.32
11/22	11/14/2022	35748	THE HARTFORD-GROUP BENE	9247037745	06-40-5066	STD / LTD Insurance	122.63
11/22	11/14/2022	35748	THE HARTFORD-GROUP BENE	9247037745	20-40-5066	STD / LTD Insurance	80.57
Total 35748:							1,591.53
11/22	11/14/2022	35749	TOWN OF MEAD	31.11 102022	01-42-5305	201 Welker Sewer 10/2022	53.52
11/22	11/14/2022	35749	TOWN OF MEAD	338.01 1020	01-40-5305	Town Hall Sewer 10/2022	67.54
11/22	11/14/2022	35749	TOWN OF MEAD	453.01 1020	01-44-5305	PD/ PW Sewer (535 Main St)10/2022	42.67
11/22	11/14/2022	35749	TOWN OF MEAD	453.01 1020	01-42-5305	PD/ PW Sewer (535 Main St)10/2022	42.66
11/22	11/14/2022	35749	TOWN OF MEAD	478.02 1020	01-40-5305	242 Main St 10/2022	57.88
11/22	11/14/2022	35749	TOWN OF MEAD	566.02 1020	01-45-5305	Bean Plant Sewer 10/2022	57.88
11/22	11/14/2022	35749	TOWN OF MEAD	630.04 1020	01-40-5305	505 3rd St Sewer 10/2022	53.52
Total 35749:							375.67
11/22	11/14/2022	35750	TRACTOR SUPPLY CREDIT PLA	9125 101522	01-44-5216	BLLE DEF 2.5 Gal (8)	135.92
Total 35750:							135.92
11/22	11/14/2022	35751	UNITED POWER	61303 10192	01-45-5305	17029 County Rd 5 - Area Light	10.25
11/22	11/14/2022	35751	UNITED POWER	88601 10192	01-44-5305	Streetlights	2,841.10
Total 35751:							2,851.35
11/22	11/14/2022	35752	Utility Notification Center of Color	222100917	06-47-5392	Line locates 10.2022	390.00
Total 35752:							390.00
11/22	11/14/2022	35753	VALLEY FIRE EXTINGUISHER I	153196	09-50-5700	PW Shop	476.00
Total 35753:							476.00
11/22	11/14/2022	35754	Voiance Language Services LLC	2022058210	01-42-5210	OPI Interpretation - Oct 2022	4.83
Total 35754:							4.83
11/22	11/14/2022	35755	Wagner Rents	C3509801	04-44-5361	Dust Control	4,274.00
Total 35755:							4,274.00
11/22	11/14/2022	35756	WELD COUNTY	11042022	09-50-5500	Purchase Grader Shed WCR 32 & WCR	1,000.00
Total 35756:							1,000.00
11/22	11/14/2022	35757	Wildcat Equipment Services	1173	14-40-5558	Add'l Grading/Seeding @ 16678 CR 7	8,990.00
Total 35757:							8,990.00
11/22	11/14/2022	35759	CEBT	INV 0051696	01-02-2310	Health Insurance	42,115.00
11/22	11/14/2022	35759	CEBT	INV 0051696	06-02-2310	Health Insurance	2,334.41
11/22	11/14/2022	35759	CEBT	INV 0051696	20-02-2310	Health Insurance	2,145.04

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 35759:							46,594.45
11/22	11/10/2022	111422100	CEBT	INV 0051696	01-02-2310	Health Insurance	42,115.00- V
11/22	11/14/2022	111422100	CEBT	INV 0051696	01-02-2310	Health Insurance	42,115.00
11/22	11/10/2022	111422100	CEBT	INV 0051696	06-02-2310	Health Insurance	2,334.41- V
11/22	11/14/2022	111422100	CEBT	INV 0051696	06-02-2310	Health Insurance	2,334.41
11/22	11/10/2022	111422100	CEBT	INV 0051696	20-02-2310	Health Insurance	2,145.04- V
11/22	11/14/2022	111422100	CEBT	INV 0051696	20-02-2310	Health Insurance	2,145.04
Total 111422100:							.00
11/22	11/14/2022	111422101	CENTURY LINK	0831 102522	01-40-5300	TH Fax	66.96
11/22	11/14/2022	111422101	CENTURY LINK	4770 102522	01-42-5300	PD Fax	63.78
Total 111422101:							130.74
11/22	11/14/2022	111422102	Enterprise FM Trust	FBN4600664	08-42-5491	21 Ford Police	1,012.95
11/22	11/14/2022	111422102	Enterprise FM Trust	FBN4600664	09-45-5491	21 Ford Ranger	627.31
11/22	11/14/2022	111422102	Enterprise FM Trust	FBN4600664	09-45-5491	22 Ford F-250	855.83
11/22	11/14/2022	111422102	Enterprise FM Trust	FBN4600664	09-45-5491	22 Ford F-350	1,261.54
11/22	11/14/2022	111422102	Enterprise FM Trust	FBN4600664	09-45-5491	22 Ford F-250	944.90
11/22	11/14/2022	111422102	Enterprise FM Trust	FBN4600664	09-45-5491	22 Ford Ranger	679.32
11/22	11/14/2022	111422102	Enterprise FM Trust	FBN4600664	08-42-5491	22 Ford F-150	1,094.43
11/22	11/14/2022	111422102	Enterprise FM Trust	FBN4600664	09-45-5491	22 Ford Escape	648.09
Total 111422102:							7,124.37
11/22	11/14/2022	111422103	Fusion Cloud Company	9579964	01-40-5300	Phone Bill - Nov.	265.77
Total 111422103:							265.77
11/22	11/14/2022	111422104	UNITED POWER	92015 10192	01-42-5305	201 Welker	79.96
Total 111422104:							79.96
11/22	11/14/2022	111422105	XCEL ENERGY	800764635	01-40-5305	TH	80.25
Total 111422105:							80.25
11/22	11/14/2022	111422106	Xpress Bill Pay	69048	06-40-5701	Credit Trans Fees - Oct	551.94
Total 111422106:							551.94
Grand Totals:							309,588.81

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-01-1302	675.00	.00	675.00
01-02-2000	42,273.98	218,561.18-	176,287.20-
01-02-2308	500.00	.00	500.00
01-02-2310	84,230.00	42,115.00-	42,115.00

GL Account	Debit	Credit	Proof
01-02-2615	4,632.00	.00	4,632.00
01-40-5066	231.94	.00	231.94
01-40-5068	155.00	.00	155.00
01-40-5200	952.88	.00	952.88
01-40-5205	38.65	.00	38.65
01-40-5210	450.19	.00	450.19
01-40-5215	1,328.93	.00	1,328.93
01-40-5300	332.73	.00	332.73
01-40-5305	330.71	.00	330.71
01-40-5310	126.79	.00	126.79
01-40-5315	193.51	.00	193.51
01-40-5331	42.97	.00	42.97
01-40-5401	8,229.18	.00	8,229.18
01-40-5701	30.00	.00	30.00
01-41-5066	7.05	.00	7.05
01-41-5330	340.22	.00	340.22
01-41-5700	184.31	.00	184.31
01-42-5066	362.02	.00	362.02
01-42-5200	100.59	.00	100.59
01-42-5201	27.98	.00	27.98
01-42-5210	157.93	8.98-	148.95
01-42-5216	2,105.44	.00	2,105.44
01-42-5254	98.99	.00	98.99
01-42-5300	63.78	.00	63.78
01-42-5305	298.97	.00	298.97
01-42-5310	26.44	.00	26.44
01-42-5325	132.45	.00	132.45
01-42-5330	3,311.49	.00	3,311.49
01-42-5332	1,272.75	.00	1,272.75
01-42-5346	380.00	.00	380.00
01-42-5700	140.43	.00	140.43
01-43-5066	172.41	.00	172.41
01-43-5421	6,149.76	.00	6,149.76
01-43-5460	23,076.64	.00	23,076.64
01-43-5700	134.55	.00	134.55
01-44-5066	132.05	.00	132.05
01-44-5210	144.40	.00	144.40
01-44-5212	499.99	.00	499.99
01-44-5216	767.03	.00	767.03
01-44-5254	5,925.19	.00	5,925.19
01-44-5305	2,975.85	.00	2,975.85
01-44-5330	300.00	.00	300.00
01-44-5331	3,276.73	.00	3,276.73
01-44-5367	24,897.00	.00	24,897.00
01-44-5369	15.30	.00	15.30
01-45-5066	152.80	.00	152.80
01-45-5215	182.06	.00	182.06
01-45-5305	10,648.67	.00	10,648.67
01-45-5310	63.39	.00	63.39
01-45-5330	50.00	.00	50.00
01-45-5370	3,737.04	.00	3,737.04
01-45-5372	43.34	.00	43.34
01-47-5066	225.52	.00	225.52
01-47-5210	446.33	.00	446.33
01-47-5215	41.85	.00	41.85
01-47-5216	8,355.70	.00	8,355.70
01-47-5305	116.67	.00	116.67

GL Account	Debit	Credit	Proof
01-47-5310	63.40	.00	63.40
01-47-5330	465.00	.00	465.00
01-47-5405	2,116.40	.00	2,116.40
01-48-5040	1,000.00	.00	1,000.00
01-48-5066	28.22	.00	28.22
01-48-5455	2,457.00	.00	2,457.00
01-49-5066	76.32	.00	76.32
01-49-5203	212.00	.00	212.00
01-49-5220	1,700.13	.00	1,700.13
01-49-5236	1,611.06	.00	1,611.06
01-49-5260	2,869.53	.00	2,869.53
01-49-5261	7.44	.00	7.44
01-49-5262	208.74	.00	208.74
01-49-5265	1,007.05	.00	1,007.05
01-49-5331	52.00	.00	52.00
01-49-5349	665.30	150.00-	515.30
04-02-2000	.00	5,073.75-	5,073.75-
04-44-5215	799.75	.00	799.75
04-44-5361	4,274.00	.00	4,274.00
06-02-2000	2,334.41	17,217.29-	14,882.88-
06-02-2310	4,668.82	2,334.41-	2,334.41
06-40-5066	122.63	.00	122.63
06-40-5401	441.57	.00	441.57
06-40-5405	1,172.75	.00	1,172.75
06-40-5701	551.94	.00	551.94
06-47-5215	248.75	.00	248.75
06-47-5231	1,708.00	.00	1,708.00
06-47-5305	72.34	.00	72.34
06-47-5310	93.72	.00	93.72
06-47-5390	5,043.84	.00	5,043.84
06-47-5391	595.20	.00	595.20
06-47-5392	390.00	.00	390.00
06-47-5557	2,107.73	.00	2,107.73
08-02-2000	.00	2,107.38-	2,107.38-
08-42-5491	2,107.38	.00	2,107.38
09-02-2000	4,250.00	102,792.74-	98,542.74-
09-02-2005	.00	4,250.00-	4,250.00-
09-45-5491	5,016.99	.00	5,016.99
09-50-5500	86,325.00	.00	86,325.00
09-50-5505	7,750.00	.00	7,750.00
09-50-5511	3,224.75	.00	3,224.75
09-50-5700	476.00	.00	476.00
14-02-2000	.00	10,140.00-	10,140.00-
14-40-5558	8,990.00	.00	8,990.00
14-40-5564	1,150.00	.00	1,150.00
20-02-2000	2,145.04	4,674.90-	2,529.86-
20-02-2310	4,290.08	2,145.04-	2,145.04
20-40-5066	80.57	.00	80.57
20-40-5401	304.25	.00	304.25
99-01-1077	25.00	.00	25.00
99-02-2000	.00	25.00-	25.00-
Grand Totals:	411,595.67	411,595.67-	.00

GL Account	Debit	Credit	Proof
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Report Criteria:

Report type: GL detail



Agenda Item Summary

MEETING DATE: November 14, 2022
SUBJECT: 3rd Quarter 2022 Investment Portfolio
PRESENTED BY: Mary Strutt, Town Clerk / Treasurer

SUMMARY

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

All of the Town's investment holdings are being held in Local Government Investment Pools ("LGIPs") in accordance with the Town's Investment Policy. The LGIPs tend to have higher yields and liquidity. Funds may be easily transferred into/out of the LGIPs from the operating accounts. For additional diversification and security the Town does invest in three different LGIPs.

Due to the higher returns on investments in 2022, the finance team continues to reduce the balance of the Town's low yield operating accounts and into the investment accounts. The current yields are 2.62 – 2.64% which will result in additional investment revenues over the 2022 budgeted amounts.

ATTACHMENTS

Investment Portfolio 09/30/2022

Town of Mead Investment Portfolio

Total Funds Invested as of: 09/30/22

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										
	Total Money Markets:							\$ -		0.0% 0.0% 0.0%	0.0%
E Maximum % per Issuer: 50% ---- Maximum % of Portfolio: 100%	Investment Pools										
	COLOTRUST - PLUS+	N/A	N/A	N/A	2.6205%	N/A	N/A	N/A	\$ 10,682,637.08	38.26%	
	COLOTRUST - PRIME	N/A	N/A	N/A	1.9730%	N/A	N/A	N/A	\$ -	0.00%	
	CSAFE	N/A	N/A	N/A	2.6400%	N/A	N/A	N/A	\$ 12,154,227.00	43.53%	
	CSIP	N/A	N/A	N/A	2.6200%	N/A	N/A	N/A	\$ 5,086,198.16	18.22%	
	Total Investment Pools:								\$ 27,923,062.24		100.0%
F Maximum % per Issuer: 15% ---- Maximum % of Portfolio: 25%	All Other Allowable Securities:										
	Total Other:							\$ -	\$ -	0.00%	0.0%

Total Market Value:

\$ 27,923,062.24

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



Agenda Item Summary

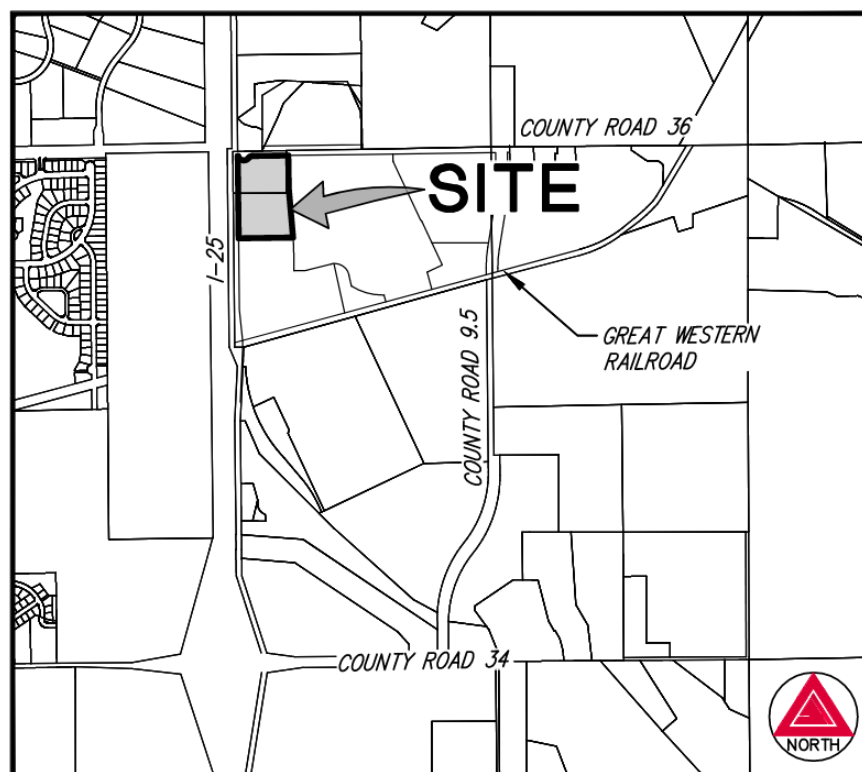
MEETING DATE: November 14, 2022

SUBJECT: **Ordinance No. 1017** – An Ordinance of the Town of Mead, Colorado, Approving with Conditions the Postle Subdivision Filing No. 2 Final Plat

PRESENTED BY: Collin Mieras, Planner II

SUMMARY

Staff has conditionally approved an application for the Postle Subdivision Filing No. 2 Final Plat (“Final Plat”), which proposes combining one existing lot, Lot 1, Block 1 of Postle Subdivision Filing No. 1, and one unplatted tract, known as the Schulz Property. The properties are generally located south and east of the intersection of WCR 36 and the I-25 Frontage Road, as shown on the Vicinity Map and more fully described in the Final Plat (“Property”). The Final Plat substantially complies with the regulations governing the development, including the Mead Municipal Code (MMC), Town Design Standards and Construction Specifications, Fire Code, and standards set forth by relevant utilities.



VICINITY MAP

SCALE 1" = 2,000'

DETAIL OF REQUEST

Applicant:	Mead Industrial Development, LLC Mead Investors 2, LLC
Property Owner:	Mead Industrial Development, LLC Mead Investors 2, LLC
Property Location:	Generally south and east of the intersection of WCR 36 and the I-25 Frontage Road
Zoning Classification:	Light Industrial (LI)
Comp. Plan Designation:	Planned Industrial Mixed-Use (PI)
Surrounding Land Uses:	
North:	Commercial - Unincorporated Weld County; Light Industrial (LI) – Town of Mead
South:	Light Industrial (LI) – Town of Mead
East:	Light Industrial (LI) – Town of Mead
West:	Interstate 25

OVERVIEW

MMC Section 16-4-70(b)(7) allows for administrative approval of final plats by staff. Section 16-4-70(b)(8) requires that staff bring approved final plats before the Board of Trustees for adoption by ordinance. The Final Plat complies with relevant regulations and the review criteria set forth in Section 16-4-70 of the MMC, as discussed in more detail below.

Mead Industrial Development, LLC and Mead Investors 2, LLC (the “Applicants” or “Owners”) have submitted the Final Plat application for the 10.242-acre properties, which currently exist as one lot, known as the existing Lot 1, Block 1 of Postle Subdivision Filing No. 1 and one unplatted tract, known as the Schulz Property. The properties are generally located south and east of the intersection of WCR 36 and the I-25 Frontage Road (“Property”).

The Property currently exists as one lot and one unplatted tract of land. The unplatted tract previously consisted of a residential home and junkyard on the northern portion of the property known as the Schulz property. The Owners have since demolished existing structures and cleared the site in preparation for development. The southern portion of the property is an existing lot within Postle Subdivision Filing No. 1. The lot is currently undeveloped, vacant land.

The Final Plat proposes adding the northern unplatted tract known as the Schulz property to the southern existing Lot 1, Block 1 of Postle Subdivision Filing No. 1 to create one single lot.

The Board of Trustees public hearing on the Preliminary Plat was held on September 26, 2022. At that meeting, and following the conclusion of the public hearing, the Board of Trustees approved the Preliminary Plat, subject to standard conditions, via Resolution No. 76-R-2022.

REVIEW CRITERIA

The following is a detailed analysis of the Final Plat application as it relates to the review criteria for p plats set forth in MMC Section 16-4-70(b)(8).

- 1) *The final plat represents a functional system of land use and is consistent with the*

rationale and criteria set forth in this Code and the Town Comprehensive Plan. Staff finds that the Final Plat provides a functional system for land use. The lot provides adequate access to the roadway network. The lot size meets the minimum dimensional standards for the Light Industrial zoning district.

The adequate ROW for Weld County Road 36 has been dedicated via special warranty deed dated March 22, 2022, in accordance with the Subdivision Improvement Agreement for the Postle Subdivision Filing No. 1 Final Plat, approved by Ordinance 985 and recorded with the Weld County Clerk and Recorder at Reception No. 4811738 on March 22, 2022 (“SIA”).

Drainage facilities have been planned for and tracts within the approved Postle Subdivision Filing No. 1 have previously been dedicated for these facilities. Easements have been provided for the location of utilities to serve the lots.

2) The application is consistent with the approved preliminary plat and incorporates the Planning Commission’s recommendations and conditions of approval.

The Planning Commission public hearing on the Preliminary Plat was held on September 21, 2022, following which the Planning Commission recommended approval of the Preliminary Plat to the Board of Trustees, subject to standard conditions, via Resolution No. 10-PC-2022. The proposed ordinance approving the Final Plat is consistent with the Planning Commission’s recommendations and conditions of approval, and the Final Plat is consistent with the approved Preliminary Plat.

3) The development will substantially comply with the Mead Municipal Code.

The Final Plat complies with the relevant standards set forth in the Land Use and Development Code related to the Light-Industrial (LI) zoning for the Property. The Postle Subdivision Filing No. 2 Final Plat complies with the minimum dimensional standards for the Light-Industrial zoning of the Property, including the minimum lot size and lot widths.

The Final Plat complies with the required open space dedication for Light Industrial (LI) lots. The Postle Subdivision Filing No. 1 Final Plat, approved by Ordinance 985 dated January 31, 2022, dedicated 15.07 acres of open space, which, at the time of platting, constituted 12.29 percent of the gross site acreage. The initial dedication exceeded the minimum open space requirement of 8 percent of gross site acreage for new industrial development. With the addition of the Schulz Property acreage (5 acres) to the existing Lot 1, Block 1 of the Postle Subdivision Filing No. 1, the open space dedication from the Postle Subdivision Filing No. 1 Final Plat still exceeds the minimum required open space dedication- a minimum of 8% of gross acreage to be developed pursuant to MMC Section 16-2-120(d).

4) All applicable technical standards have been met.

The proposal has been reviewed by the Community Development Department, Town Engineer, Town Attorney, Colorado Department of Transportation (CDOT) and relevant service districts and utilities (Little Thompson Water District, United Power, Mountain View Fire Protection District) and found to comply with the applicable codes and standards governing the development.

The required public improvements related to the development are detailed in the SIA. Details related to the cost and design of the required improvements for the Property will be identified

in the review of the site plan for the property and memorialized in the site plan agreement (SPA).

FINANCIAL CONSIDERATIONS

Based on similarly sized industrial warehouses that have been constructed recently in the Town, development of the property is anticipated to collect over \$600,000 in impact fees and use taxes when the proposed building (under review by staff) is constructed. Impact fees are calculated to mitigate the impact of new development on Town services and infrastructure.

ALTERNATES/OPTIONS

MMC Section 16-4-70(b)(7) gives authority to Town Staff to “approve, approve with conditions, or deny the proposed final plat” and to “make a final decision on the final plat.” MMC Section 16-4-70(b)(9) also requires that the Final Plat “be presented to the Board of Trustees for its adoption by ordinance.”

As a result, the Board of Trustees may approve the attached Ordinance ratifying Staff’s conditional approval of the Final Plat. If the Board of Trustees desires to add additional conditions of approval or deny the request, it may do so, but this matter would need to be removed from the November 14th consent agenda for additional discussion and analysis of the applicable approval criteria set forth in the Land Use Code, set forth above. As set forth in this AIS, Staff has determined that the proposed Final Plat meets applicable MMC criteria.

STAFF RECOMMENDATION/ACTION REQUIRED

Pursuant to MMC Section 16-4-70, Town Staff has approved the request with the conditions noted in the Ordinance and recommends that the Board of Trustees ratify Staff’s approval by adopting the attached Ordinance No. 1017.

The Ordinance is included on the November 14, 2022 consent agenda. A motion to approve the November 14th consent agenda will approve the Ordinance. If this matter is removed from the consent agenda for additional discussion or questions of Town Staff, Town Staff recommends the following motion:

“I MOVE TO APPROVE ORDINANCE NO. 1017, AN ORDINANCE APPROVING WITH CONDITIONS THE POSTLE SUBDIVISION FILING NO. 2 FINAL PLAT, BASED ON A FINDING THAT THE FINAL PLAT REVIEW CRITERIA SET FORTH IN SECTION 16-4-70 OF THE MEAD MUNICIPAL CODE HAVE BEEN SATISFIED, AS DETAILED IN THE AGENDA ITEM SUMMARY REPORT PREPARED FOR THE NOVEMBER 14, 2022 BOARD OF TRUSTEES MEETING.”

ATTACHMENTS

Ordinance No. 1017
Postle Subdivision Filing No. 2 Final Plat (as an attachment to the Ordinance)

**TOWN OF MEAD, COLORADO
ORDINANCE NO. 1017**

**AN ORDINANCE OF THE TOWN OF MEAD, COLORADO, APPROVING WITH
CONDITIONS THE POSTLE SUBDIVISION FILING NO. 2 FINAL PLAT**

WHEREAS, the Town of Mead (“Town”) is authorized pursuant to Title 31, Article 23, C.R.S. and the Town of Mead Municipal Code (“MMC”) to regulate the subdivision of land, streets and utilities within the Town for the purposes of promoting the public health, safety, convenience, and the general welfare of the community; and

WHEREAS, Mead Industrial Development, LLC, a Colorado limited liability company, and Mead Investors 2, LLC, a Colorado limited liability company (“Owners”) have submitted an application for the Postle Subdivision Filing No. 2 Final Plat (the “Final Plat”) for the 10.242-acre properties generally known as the Schulz Property and Lot 1, Block 1 of the Postle Subdivision Filing No. 1, generally located south of WCR 36, and east of the I-25 Frontage Road, in the Town of Mead, County of Weld, State of Colorado, as more particularly described in the Final Plat (the “Property”); and

WHEREAS, a copy of the Final Plat is attached to this Ordinance as **EXHIBIT 1** and is incorporated herein by reference; and

WHEREAS, Section 16-4-70 of the Mead Municipal Code (“MMC”) authorizes administrative staff review and approval of the Final Plat, subject to adoption by ordinance of the Board of Trustees; and

WHEREAS, the Planning Commission held a public hearing on September 21, 2022, regarding the Postle Subdivision Filing No. 2 Preliminary Plat (the “Preliminary Plat”) and, following the conclusion of the public hearing, recommended conditional approval of the Preliminary Plat to the Board of Trustees, subject to standard conditions, via Resolution No. 10-PC-2022; and

WHEREAS, the Final Plat generally conforms to the Preliminary Plat, which was reviewed and conditionally approved by the Board of Trustees by Resolution No. 76-R-2022, dated September 26, 2022; and

WHEREAS, the administrative record for this matter includes, but is not limited to, the Town of Mead Land Use Code, the Town of Mead Comprehensive Plan, all other applicable ordinances, resolutions and regulations, the staff files and reports of the Community Development Director and Town Engineer related to the Final Plat, any and all submittals by the Owners and members of the public, and the tape recordings and minutes of the Board of Trustees meeting at which the Final Plat was considered; and

WHEREAS, Town staff has determined that the Final Plat meets all applicable requirements of the MMC Land Use Code and that the review criteria set forth in Section 16-4-70(b)(8) of the MMC have been satisfied; and

WHEREAS, based on Town staff’s recommendation regarding the Final Plat and the administrative record for this matter, the Board of Trustees desires to approve the Final Plat, subject to

the conditions set forth below; and

WHEREAS, the Subdivision Improvement Agreement for the Postle Subdivision Filing No. 1 Final Plat covers necessary improvements for development of the Property, in accordance with the requirements of Section 16-4-130 of the MMC, and was approved by the Town Board of Trustees by Ordinance 985 dated February 14, 2022, and recorded with the Weld County Clerk and Recorder at Reception No. 4811738 on March 22, 2022 (“SIA”); and

WHEREAS, the Board of Trustees has determined that approval of the Final Plat will advance the public health, safety, convenience, and general welfare of the residents of the Town, subject to the conditions of approval as hereinafter set forth.

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

Section 1. The Final Plat designated as Postle Subdivision Filing No. 2 is hereby approved subject to the following conditions of approval:

- a. Prior to, and as a condition of recordation of the Final Plat, the Owners shall resolve/correct any and all minor technical issues as directed by Town Staff; and
- b. The Owners shall pay all fees and costs incurred by the Town and its consultants, including without limitation legal fees and costs, for review and processing of the Final Plat application within forty-five (45) days of receiving an invoice from the Town. If the fees and costs are not paid within forty-five (45) days of receiving an invoice, the Town may withhold issuance of building permits or further approvals until the invoices have been paid; and

Section 2. The SIA for the subdivision was previous approved by Ordinance 985 dated February 14, 2022 and is presently on file with the Town Clerk.

Section 3. Subject to review and approval of the Final Plat mylar by the Town Staff, and satisfaction of the conditions set forth in Section 1 above, the Mayor and other Town officials, as applicable, are hereby authorized to sign the Final Plat mylar.

Section 4. Effective Date. This ordinance shall be published and become effective as provided by law.

Section 5. Severability. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the ordinance. The Board of Trustees hereby declares that it would have passed the ordinance including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more part, section, subsection, sentence, clause or phrase is declared invalid.

Section 6. Repealer. All ordinances or resolutions, or parts thereof, in conflict with this ordinance are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such ordinance nor revive any ordinance thereby.

Section 7. Certification. The Town Clerk shall certify to the passage of this ordinance and make not less than one copy of the adopted ordinance available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED AND ADOPTED THIS 14th DAY OF NOVEMBER, 2022.

ATTEST:

TOWN OF MEAD:

Mary E. Strutt, MMC, Town Clerk

Colleen G. Whitlow, Mayor

EXHIBIT 1

Postle Subdivision Filing No. 2 Final Plat
(Attached on the next page)

POSTLE SUBDIVISION FILING NO. 2

A REPLAT OF LOT 1, BLOCK 1, POSTLE SUBDIVISION FILING NO. 1, AND AN UNPLATTED PARCEL OF LAND,
LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO

SHEET INDEX

SHEET 1 = COVER SHEET

SHEET 2 = DETAIL SHEET &
GENERAL NOTES

CERTIFICATE OF OWNERSHIP AND DEDICATION

THE UNDERSIGNED ARE THE OWNER(S) OF CERTAIN LANDS IN MEAD, COLORADO, DESCRIBED HEREIN, AND BY THIS PLAT, AS APPLICABLE: (1) HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS, BLOCK, TRACTS, STREETS, OR OTHER DESIGNATED PARCELS, AS APPLICABLE, UNDER THE NAME OF POSTLE SUBDIVISION FILING NO. 2; (2) HEREBY DEDICATE TO THE TOWN OF MEAD ("TOWN"), IN FEE SIMPLE ABSOLUTE WITH MARKETABLE TITLE, ALL STREETS, ROADWAYS, AND ADDITIONS THERETO DEPICTED OR BY NOTE OR NOTATION REFERENCED HEREON (UNLESS OF PRIOR RECORD OR DESIGNATED HEREON AS "PRIVATE"), FOR PUBLIC ROAD AND ASSOCIATED PURPOSES; (3) FURTHER DEDICATE(S) AND GRANT(S) UNTO THE TOWN SUCH EASEMENTS AS ARE DEPICTED OR BY NOTE OR NOTATION REFERENCED HEREON (EXCEPT THOSE OF PRIOR RECORD), FOR THE USES AND PURPOSES SO INDICATED, EITHER DIRECTLY OR THROUGH APPLICABLE SERVICE PROVIDERS, ALONG WITH THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR THE PURPOSE NAMED ON THE EASEMENT, INCLUDING AS APPLICABLE THE INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND/OR FACILITIES OR SERVICES CONSISTENT WITH THE EASEMENT'S PURPOSE; AND (4) ACKNOWLEDGES THE FOLLOWING: A) NOTATIONS OR REFERENCES TO "R.O.W." OR "RIGHT-OF-WAY," WITH REGARD TO STREETS OR STREET WIDTHS, ARE NOT INTENDED TO IMPLY AN EASEMENT OR OTHER INTEREST LESS THAN FEE SIMPLE, AND ALL STREETS, ROADS, LANES, DRIVES, COURTS, AND SIMILARLY-DESIGNATED WAYS INTENDED TO BE DEDICATED BY THIS PLAT ARE DEDICATED IN FEE SIMPLE; B) THE TOWN DOES NOT ACCEPT ANY DUTY OF MAINTENANCE OF THE EASEMENTS, OR OF IMPROVEMENTS IN THE EASEMENTS THAT ARE NOT OWNED BY THE TOWN, AND FURTHER RESERVES ITS RIGHTS TO REMOVE OR REQUIRE THE OWNER(S) TO REMOVE, AT THE EXPENSE OF THE OWNER(S), ANY OBJECTS IN THE EASEMENTS THAT INTERFERE WITH THEIR USE AND ENJOYMENT FOR THEIR INTENDED PURPOSE; C) THE RIGHTS GRANTED TO THE TOWN BY THIS PLAT INURE ALSO TO THE BENEFIT OF ITS AGENTS, LICENSEES, PERMITTEES AND ASSIGNS; D) ALL CONDITIONS, TERMS AND SPECIFICATIONS DESIGNATED OR DESCRIBED HEREIN SHALL BE BINDING ON THE OWNER(S) AND THE HEIRS, SUCCESSORS AND ASSIGNS OF THE OWNER(S); AND E) THE SIGNATURE HEREON OF ANY REPRESENTATIVE OF A PARTNERSHIP, LIMITED LIABILITY COMPANY, OR CORPORATE ENTITY, AS APPLICABLE, INDICATES THAT ALL REQUIRED APPROVALS HAVE BEEN OBTAINED. LEGALLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING ALL OF LOT 1, BLOCK 1, POSTLE SUBDIVISION FILING NO. 1 AS RECORDED UNDER RECEPTION NO. 4811737 AND ALL OF THAT UNPLATTED PARCEL OF LAND AS RECORDED UNDER RECEPTION NO. 4779293, IN THE OFFICIAL RECORDS OF THE WELD COUNTY CLERK AND RECORDER'S OFFICE, LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS:

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE NORTHWEST CORNER BY A NO. 6 REBAR WITH 3-1/4" ALUMINUM CAP STAMPED "FREESE ENGR. 1996 LS 4392" AND AT THE WEST QUARTER CORNER BY A NO. 6 REBAR WITH 2" ALUMINUM CAP STAMPED "2001 LS 29425", BEARING SOUTH 00°36'01" EAST, A DISTANCE OF 2638.69 FEET, WITH ALL BEARINGS HEREON REFERENCED THERETO.

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 11;

THENCE ALONG SAID WEST LINE, SOUTH 00°36'01"EAST, A DISTANCE OF 49.80 FEET;

THENCE DEPARTING SAID WEST LINE, NORTH 89°23'59"EAST, A DISTANCE OF 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF WELD COUNTY ROAD 36 AS RECORDED UNDER RECEPTION NO. 4811739 IN SAID OFFICIAL RECORDS, AND THE POINT OF BEGINNING.

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY THE FOLLOWING FOUR (4) COURSES;

- NORTH 89°10'02" EAST, A DISTANCE OF 2.74 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 62.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 72°17'24" EAST;
- EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 129°04'01", AN ARC LENGTH OF 139.66 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 38.00 FEET;
- NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 55°56'39", AN ARC LENGTH OF 37.10 FEET;
- NORTH 89°10'02" EAST, A DISTANCE OF 374.56 FEET TO THE WESTERLY BOUNDARY OF LOT 2, BLOCK 1 AS SHOWN ON SAID POSTLE SUBDIVISION FILING NO. 1;

THENCE ALONG SAID WESTERLY BOUNDARY THE FOLLOWING TWO (2) COURSES;

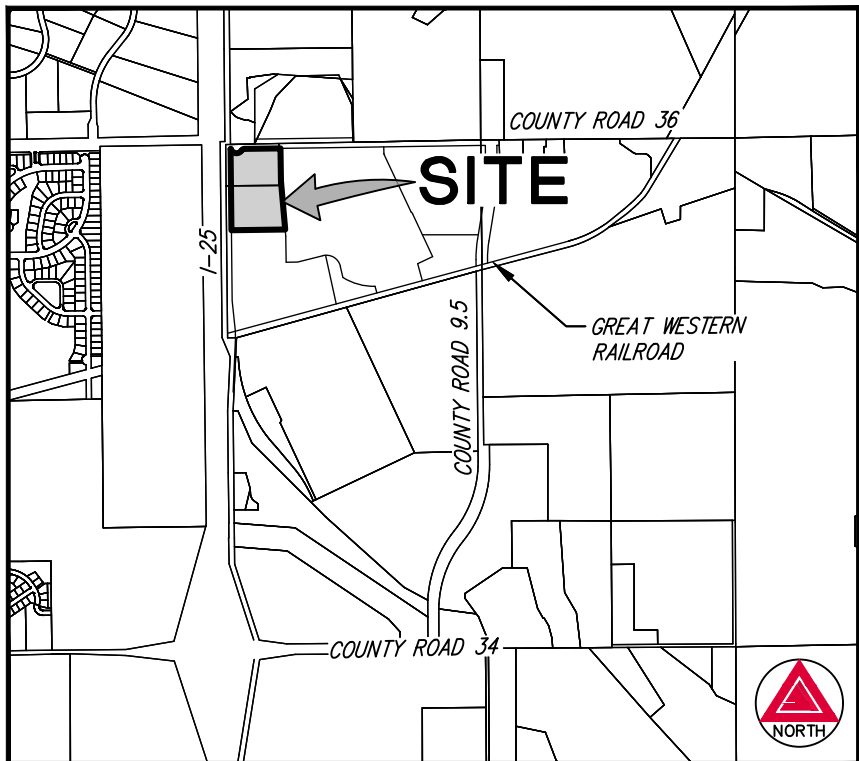
- SOUTH 00°49'58" EAST, A DISTANCE OF 340.86 FEET;
- SOUTH 05°02'31" EAST, A DISTANCE OF 506.03 FEET TO THE NORTHERLY BOUNDARY OF TRACT D, AS SHOWN ON SAID POSTLE SUBDIVISION FILING NO. 1;

THENCE ALONG SAID NORTHERLY BOUNDARY, SOUTH 89°10'02" WEST, A DISTANCE OF 560.06 FEET TO THE EASTERLY RIGHT-OF-WAY OF INTERSTATE 25 (FRONTAGE ROAD) AS SHOWN ON COLORADO DEPARTMENT OF TRANSPORTATION MAPS OF PROJECT NOS. P.W.A. 352-F AND F.A.S. 352-F IN THE RECORDS OF COLORADO DEPARTMENT OF TRANSPORTATION;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, NORTH 00°36'01" WEST, A DISTANCE OF 845.53 FEET TO THE POINT OF BEGINNING.

THUS-DESCRIBED FINAL PLAT CONTAINS AN AREA OF 10.242 ACRES, (446,136 SQUARE FEET), MORE OR LESS, TOGETHER WITH AND SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY EXISTING AND/OR OF PUBLIC RECORD.

LAND SUMMARY CHART						
TYPE	AREA (SF)	AREA (AC)	% OF TOTAL AREA	LAND USE	OWNERSHIP	MAINTENANCE
LOT 1, BLOCK 1	446,136	10.242	100.00	INDUSTRIAL	MID	MID
TOTALS	446,136	10.242	100.00	MID = MEAD INDUSTRIAL DEVELOPMENT, LLC		



VICINITY MAP

SCALE 1" = 2,000'

CERTIFICATE OF OWNERSHIP AND DEDICATION CONTINUED:

EXECUTED THIS ____ DAY OF _____ 20____.

OWNER: MEAD INDUSTRIAL DEVELOPMENT, LLC,
A COLORADO LIMITED LIABILITY COMPANY

BY: _____
RONALD J. CORSENTINO, MANAGER

STATE OF _____)
COUNTY OF _____)SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20____, BY _____
AN AUTHORIZED OFFICER OF MEAD INDUSTRIAL DEVELOPMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY.

MY COMMISSION EXPIRES_____

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

EXECUTED THIS ____ DAY OF _____ 20____.

OWNER: MEAD INVESTORS 2, LLC,
A COLORADO LIMITED LIABILITY COMPANY

BY: _____

NAME: _____

TITLE: _____

STATE OF _____)
COUNTY OF _____)SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20____, BY _____
AN AUTHORIZED OFFICER OF MEAD INVESTORS 2, LLC, A COLORADO LIMITED LIABILITY COMPANY.

MY COMMISSION EXPIRES_____

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

GENERAL NOTES

SEE SHEET 2

OWNER

MEAD INVESTORS 2, LLC
252 CLAYTON STREET
4TH FLOOR DENVER CO 80206 US

MEAD INDUSTRIAL DEVELOPMENT LLC,
252 CLAYTON STREET
4TH FLOOR DENVER CO 80206 US

ENGINEER

REDLAND
1500 W. CANAL COURT, LITTLETON, CO 80120
720-283-6783

DEVELOPER/APPLICANT

MEAD INDUSTRIAL DEVELOPMENT, LLC
252 CLAYTON STREET
4TH FLOOR DENVER CO 80206 US

TOWN ENGINEER CERTIFICATE

THE FINAL PLAT SHOWN HEREON HAS BEEN REVIEWED BY THE TOWN ENGINEER AND APPROVED AS TO FORM THIS ____ DAY OF _____ A.D. 20____

TOWN ENGINEER

CERTIFICATE OF FINAL STAFF REVIEW AND APPROVAL

THIS FINAL PLAT SHOWN HEREON HAS BEEN REVIEWED AND APPROVED BY THE TOWN OF MEAD STAFF, WITH SUBMITTAL THEREAFTER TO THE BOARD OF TRUSTEES FOR ACCEPTANCE BY ORDINANCE, THIS ____ DAY OF _____, 20____,

TOWN MANAGER

CERTIFICATE OF APPROVAL BY THE BOARD OF TRUSTEES

THIS FINAL PLAT OF POSTLE SUBDIVISION FILING NO. 2, A SUBDIVISION IN THE TOWN OF MEAD, COLORADO, IS APPROVED AND ACCEPTED BY ORDINANCE NO. _____, PASSED AND ADOPTED AT THE REGULAR MEETING OF THE BOARD OF TRUSTEES OF MEAD, COLORADO, HELD ON _____, ____ 20____, AND RECORDED ON _____, AS RECEPTION NO. _____, IN THE RECORDS OF THE CLERK AND RECORDER OF WELD COUNTY, COLORADO, BY THE BOARD OF TRUSTEES OF MEAD, COLORADO. THE DEDICATIONS, IF ANY, OF PUBLIC STREETS, PUBLIC RIGHTS-OF-WAYS, PARKS, OPEN SPACES, PUBLIC EASEMENTS AND OTHER PLACES DESIGNATED OR DESCRIBED FOR PUBLIC USES AS SHOWN HEREON AND SUCH OTHER EASEMENTS SHOWN HEREON FOR THE PURPOSES SHOWN ARE HEREBY ACCEPTED. ALL CONDITIONS, TERMS AND SPECIFICATIONS DESIGNATED OR DESCRIBED HEREIN SHALL BE BINDING ON THE OWNER, ITS HEIRS, SUCCESSORS AND ASSIGNS.

ALL EXPENSES INCURRED WITH RESPECT TO IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING OF STREETS, GRADING, LANDSCAPING, CURBS, GUTTERS, SIDEWALKS, AND WALKWAYS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES AND OTHER IMPROVEMENTS THAT MAY BE REQUIRED TO SERVICE THE SUBDIVISION SHALL BE THE RESPONSIBILITY OF THE OWNER(S) AND NOT THE TOWN. THE CONSTRUCTION OF IMPROVEMENTS BENEFITING THE SUBDIVISION AND THE ASSUMPTION OF MAINTENANCE RESPONSIBILITY FOR SAID IMPROVEMENTS BY THE TOWN OR OTHER ENTITIES SHALL BE SUBJECT TO A SEPARATE SUBDIVISION IMPROVEMENT AGREEMENT.

THIS ACCEPTANCE OF THE FINAL PLAT DOES NOT GUARANTEE THAT THE SOIL CONDITIONS, SUBSURFACE GEOLOGY, GROUNDWATER CONDITIONS OR FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT WILL BE ISSUED FOR THAT LOT.

MAYOR

ATTEST:

TOWN CLERK

SURVEYOR'S STATEMENT

I, SHAUN D. LEE, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A FIELD SURVEY MADE ON AUGUST 11, 2021, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:10,000; AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL APPLICABLE PROVISIONS OF THE TOWN OF MEAD.

I ATTEST THE ABOVE ON THIS ____ DAY OF _____, 20____.

SHAUN D. LEE, PLS NO 38158
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 EAST MINERAL AVENUE, SUITE 1, LITTLETON, CO 80122

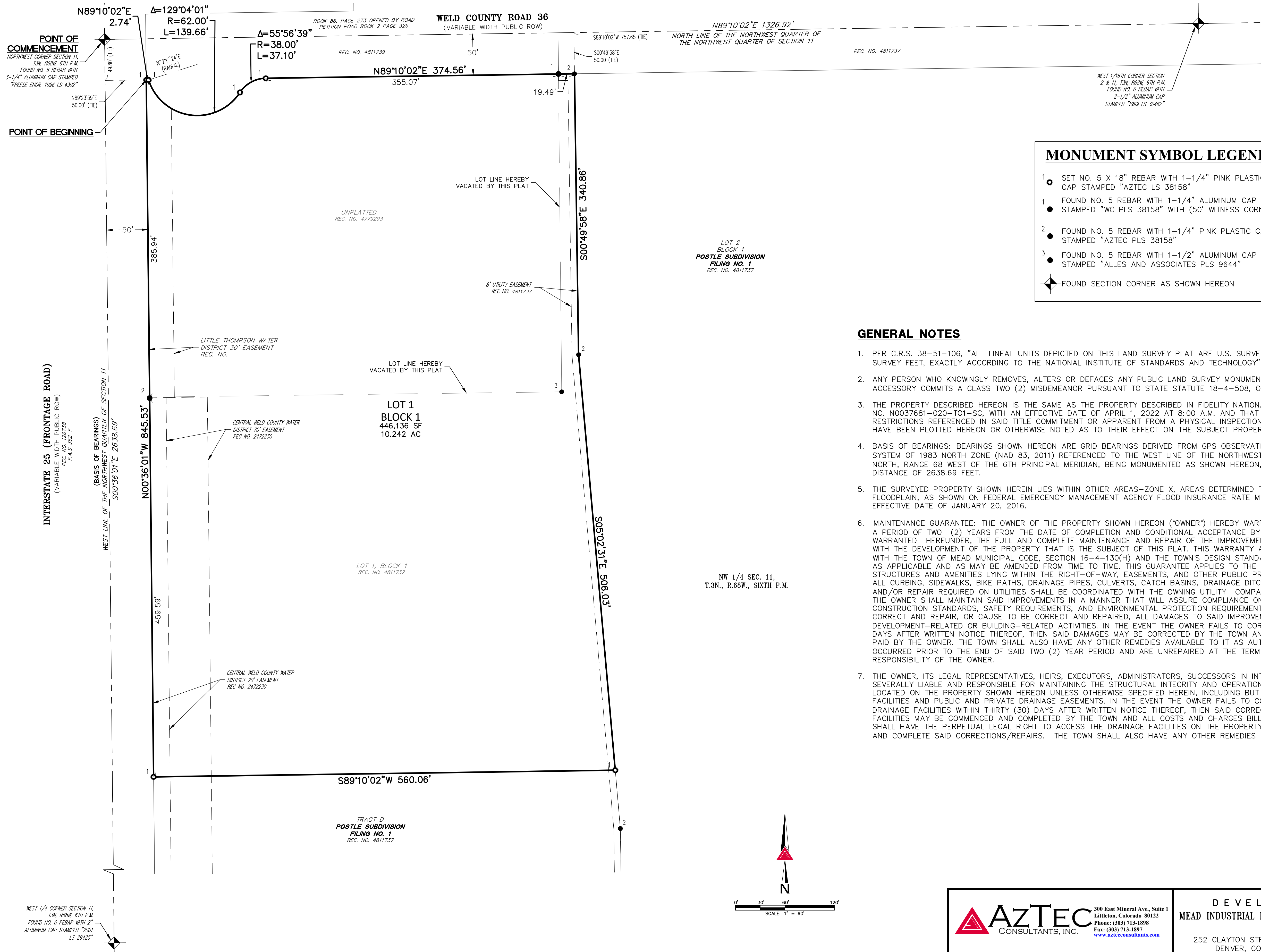
NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

NOTICE: PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 1.6.B.2 THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

 300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com	DEVELOPER MEAD INDUSTRIAL DEVELOPMENT, LLC		DATE OF PREPARATION:	07/20/2022
	252 CLAYTON STREET, 4TH FLOOR DENVER, CO 80206 US		SCALE:	N/A
	AzTec Proj. No.: 54821-15 Drawn By: RBA		SHEET 1 OF 2	

POSTLE SUBDIVISION FILING NO. 2

A REPLAT OF LOT 1, BLOCK 1, POSTLE SUBDIVISION FILING NO. 1, AND AN UNPLATTED PARCEL OF LAND,
LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO



FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC



300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

AzTec Proj. No.: 54821-15

Drawn By: RBA

DEVELOPER
MEAD INDUSTRIAL DEVELOPMENT, LLC

252 CLAYTON STREET, 4TH FLOOR
DENVER, CO 80206 US

DATE OF PREPARATION: 07/20/2022

SCALE: 1" = 60'

SHEET 2 OF 2



Agenda Item Summary

MEETING DATE: November 14, 2022

SUBJECT: **Resolution No. 84-R-2022** – A Resolution of the Town of Mead, Colorado, Amending the Employee Handbook

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

SUMMARY

In 2008, (Resolution No. 5-R-2008) the Town adopted an Employee Handbook (“the Handbook”) which provides an overview of the employment policies, procedures and benefits of the Town of Mead. The Handbook is periodically revised and updated to keep current with changing employment laws and cultures. The most recent revision was adopted by the Board on November 8, 2021.

The Town’s Human Resources Consultant, Elaine Alberding with Precision Employment Consulting, has reviewed the Handbook along with staff and the Town Attorney. Recommended revisions include:

- Updating Americans with Disability Act (“ADA”) policy to reference the required disability accommodation paperwork;
- Adding the Town’s Pay Philosophy;
- Revising Holiday and Overtime Pay to allow overtime to accrue during a holiday week;
- Clarifying application of the Essential Personnel Policy
- Updating the Dress Code Policy;
- Incorporating the following standalone policies into Handbook:
 - Motor Vehicle Policy
 - Travel Policy
 - Social Media Policy
- Clarifying the Paid Time Off (“PTO”) PTO Policy;
- Revising the PTO Buyback Policy to reflect a one-to-one (1:1) buyback (from 2:1);
- Adding a Family Medical Leave Act (FMLA) Policy (50 or more employees);
- Adding a Contact with Law Enforcement Policy;
- Updating the Drug and Alcohol Policy for better flow to the language;
- Removing duplicate policy language;
- Updating all policies in accordance with current laws; and

- Revising the Employee Acknowledgement Language.

Resolution No. 84-R-2022 (the “Resolution”) adopts the November 14, 2022 revision to the Town of Mead Employee Handbook.

FINANCIAL CONSIDERATIONS

These are policy changes which will have minimal financial impact. The changes to overtime pay on holiday hours will increase the Town’s financial liability slightly for overtime pay. The update to the PTO buyback will have a financial impact adjusting it from a two-to-one (2:1) to one-to-one (1:1) buyback ratio. Since PTO is already budgeted for, the buyback program will allow for future budget relief since the PTO will not remain in the employee’s account.

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the November 14, 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. 84-R-2022 – A Resolution of the Town of Mead, Colorado, Amending the Employee Handbook.”

ATTACHMENTS

Resolution No. 84-R-2022

Exhibit A to Resolution (Employee Handbook, Latest Revision November 14, 2022)

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 84-R-2022**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, AMENDING THE
EMPLOYEE HANDBOOK**

WHEREAS, the Board of Trustees for the Town of Mead (the “Town”), has previously adopted an Employee Handbook (the “Employee Handbook”); and

WHEREAS, the Board of Trustees most recently amended the Employee Handbook on November 8, 2021 (the “Employee Handbook”); and

WHEREAS, the Town’s Human Resources consultant, Elaine Alberding with Precision Employment Consulting, LLC, has recommended certain changes to the Employee Handbook; and

WHEREAS, such amendments include: (1) changes to the Town’s overtime, PTO, and ADA policies (2) the addition of a new Contact with Law Enforcement and a Family Medical Leave Act policies; (3) revisions to all policy language to account for updated laws and regulations; (4) incorporating the Town’s standalone policies into one Handbook (motor vehicle, travel, and social media); (5) the general clean up to several sections; and (6) other changes as set forth therein; and

WHEREAS, the Town Manager and Department Heads have reviewed the proposed changes and support the proposed amendments; and

WHEREAS, the Board of Trustees desires to amend the Employee Handbook in substantially the same form as attached to this Resolution as **Exhibit 1**,

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 amends the Employee Handbook to incorporate the revisions described above and adopts the Employee Handbook (*Latest Revision: November 14 2022*), in substantially the same form attached to this Resolution as **Exhibit 1**.

Section 2. Effective Date. This resolution shall become 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 14TH DAY OF NOVEMBER, 2022.

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen G. Whitlow, Mayor

Exhibit 1

Employee Handbook (*Latest Revision: November 14, 2022*)
(attached)



Employee Handbook

Effective Date: April 1, 2008
Latest Revision: November 14, 2022

IMPORTANT NOTICE

This handbook is issued to give the employee an overview of the policies, procedures and benefits of the Town of Mead that relate to employment. This handbook represents a summary of some of the more important organizational information. Consequently, the handbook is not intended to be all-inclusive. This handbook supersedes all previous editions.

The policies and procedures contained in this Handbook do not constitute a contract, either express or implied, and should not be relied upon as binding promises made by the Town. The contents of the Handbook are summary guidelines for employees.

The Town reserves the right to modify, revoke, rescind, suspend, terminate, interpret, or change any or all of the guidelines mentioned, in whole or in part, at any time, with or without notice.

Employment at the Town is at-will. Any employee may be terminated with or without notice and without an explanation, just as any employee may resign at any time, for any reason. Nothing in this Handbook is intended to modify the Town's at-will employment policy.

Welcome to the Town of Mead where our employees' concern for citizens, dedication to their jobs, and hard work is a matter of pride. We believe that the high quality of services our employees provide is instrumental in the continuing growth of the Town of Mead.

History of Mead

The Town of Mead was platted on February 16, 1906 and incorporated on March 17, 1908. The Town was named for L.C. "Deacon" Mead, who had emigrated from Chicago and built his homestead at what is now Highland Lake. Mead was well known locally for his work with the Highland Ditch Company while they were surveying and building Highland Lake on his property. The Highland Ditch and its reservoir system were one of the first farm irrigations systems in the county and was, at that time, a subject of wide agricultural study at many of the country's agricultural educational institutions. The small community of Highland Lake is still in existence and is located approximately 1 ½ miles west of Mead. At the end of 1989, and for the first few months of 1990, the Highland Lake Congregational Church was a site used in the filming of *Die Hard 2*, with actor Bruce Willis. The Church began a restoration project in 2005 which was completed in 2008.

In 1905, the Great Western Railroad built a feeder line from Longmont to Johnstown to gather and take the sugar beet harvest to their refinery in Longmont. The railway passed directly through the property of Paul Mead, Deacon Mead's nephew. The businesses at Highland Lake decided to relocate to this railway siding. For the next two decades, the Town prospered as farmers used this siding to get their crops to the market.

At its peak, Mead had three general stores, a hotel, a combination grocery store, and meat market, two saloons, a butcher shop, a filling station, two auto garages, an implement company, two livery stables, a lumberyard, a blacksmith shop, a drug store, a hoe and harness repair shop, a post office, two doctors' offices, a bank (Mead State Bank) and a newspaper (Mead Messenger). Two of the churches in existence then are still active today. There was also a pickle factory, a hay mill and a pea-hulling factory on the outskirts of the community.

The land surrounding the community is prime agricultural land. It has gentle rolling hills and flat lands with numerous irrigation reservoirs scattered throughout the landscape. Wide-open spaces are the trademark of rural Weld County and Mead has its share of them.

The Depression, the advent of the automobile, shopping malls, and national chain stores all played important roles in the change the Town has seen since its incorporation. Modern transportation, Interstate 25, and the Denver International Airport have promoted the most recent changes in the community.

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I. INTRODUCTION

This Town of Mead Employee Handbook is designed to acquaint the employee with the organization and provide employees with information about working for the Town. The handbook is not all-inclusive, but instead is intended to provide employees with a summary of some of the Town’s guidelines. This edition replaces all previously issued editions.

The language in this Handbook and any verbal statements made by management are not intended to constitute a contract of employment, either expressed or implied, nor are they a guarantee of employment for a specific duration. No representative other than the Town Manager has the authority to enter into a contract for employment for any specified period and any such agreement must be in writing signed by both the Town Manager and the employee.

No employee handbook can anticipate every circumstance or question. After reading the handbook, if an employee has any questions, the employee should speak with their immediate supervisor, Department Head, or Human Resources. Also, the need may arise for the Town to change the policies described in the handbook. The Town reserves the right to interpret or change them without prior notice. The Town reviews its policies and procedures on an as needed basis.

Board of Trustees

The Board of Trustees is the ultimate policymaking authority for the Town of Mead.

Town Manager

The Town Manager is the Chief Administrative Officer of the Town. All departments shall report to the Town Manager. The Town Manager is responsible to the Board of Trustees for the proper administration, operation, and control of all affairs of the Town. The powers and duties of the Town Manager are more specifically set forth in Town Ordinances.

Department Regulations

A Department Head has the authority to establish such policies and rules for the operations of that department, subject to the approval of the Town Manager. All such policies and rules will be in writing, kept on file in the department and cannot supersede personnel policies, Town Ordinances, and Resolutions.

II. GENERAL PROVISIONS

A. Equal Employment Opportunity (EEO)

The Town is dedicated to the principles of equal employment opportunity in any term, condition, or privilege of employment. We do not discriminate against applicants or employees on the basis of age, race, sex, color, religion, national origin, disability, military status, marital status, creed, ancestry, sexual orientation, including gender identity and gender expression, or any other status protected by federal, state, or local law. This prohibition includes unlawful

harassment or discrimination based on any of these protected classes. Unlawful harassment includes verbal or physical conduct, which has the purpose or effect of substantially interfering with an individual's work performance or creating a severe, intimidating, hostile or offensive work environment. This policy applies to all employees.

The Town prohibits retaliation against any employee for filing a complaint under this policy or for assisting in a complaint investigation. If an employee believes there has been a violation of our EEO or retaliation standard, please follow the complaint procedure outlined in Section E.

B. Harassment

The Town strives to maintain a work environment free of unlawful harassment, including sexual harassment. Harassment is defined as unwarranted or unwanted verbal or nonverbal conduct which is severe or pervasive enough to alter the conditions of an individual's employment and create an abusive working environment.

All employees are expected to conduct themselves in a professional and business-like manner at all times. Inappropriate conduct that could lead to a claim of harassment is expressly prohibited by this policy. Such conduct includes, but is not limited to, implicit or explicit communications whether in:

- Written form, such as cartoons, posters, calendars, notes, letters, e-mail, text messages or photographs;
- Verbal form, such as comments, jokes, innuendoes, bullying, language of a sexual nature, gossiping or questions about another's sex life, or any other offensive requests; or
- Physical gestures or other nonverbal behavior, such as unwelcome touching, grabbing, massaging, or brushing up against another's body.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other inappropriate verbal or physical conduct of a sexual nature, when:

- Submission to such conduct is made explicitly or implicitly a term or condition of employment;
- Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or,
- Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

C. Anti-Violence

The Town strives to maintain a work environment free from intimidation, threats, or violent acts. This includes, but is not limited to, intimidating or threatening behavior, physical abuse, vandalism, arson, sabotage, or any other act, which, in management's opinion, is inappropriate in the workplace. In addition, bizarre or offensive comments regarding violent acts, events, or behavior are not tolerated. Employees should immediately and directly contact emergency services if they believe there is an imminent threat to the safety and health of themselves or others.

D. Anti-Retaliation

Retaliation against employees for reporting or threatening to report harassment or discrimination or assisting the Town in the investigation of any complaint is strictly prohibited.

Any employee engaging in retaliation may be subject to disciplinary action.

Employees should immediately report any incidents of reprisal, retaliation, or harassment which occur as a result of making such a notification. No employee will be retaliated against for making a report. Report the incident in writing immediately to the next level of supervision, Human Resources, or the Town Manager. Upon receipt of a complaint, the Town will evaluate such complaint and take action as it reasonably deems necessary. To the extent possible, complaints and investigations will be handled in a confidential manner.

E. Complaint Procedure

Any unwelcome behavior to which an employee considers to be unlawful harassment, sexual or otherwise, or which an employee believes constitutes discrimination or retaliation, must be reported to the employee's supervisor immediately. If the unwelcome behavior that the employee considers to be harassing or discriminatory involves the employee's supervisor, the employee shall report his or her concern immediately to the next level supervisor in the employee's chain of command. If the employee is uncomfortable reporting to any supervisor in his or her chain of command, the employee may report the harassment or discrimination directly to the Town Manager or to Human Resources. If the harassment or discrimination involves the Town Manager, the employee may report the harassment or discrimination to Human Resources. If the harassment or discrimination involves a Board member, the employee must report it to the Town Manager or Human Resources. An employee will not be subject to any retaliatory action as a result of reporting conduct that the employee in good faith considers to be a violation of policy.

Once a complaint has been reported, Human Resources will promptly investigate. The complaining party, the accused, and any witnesses may be interviewed separately to establish the facts of the situation. An employee shall not be subject to retaliatory action as a result of cooperating with, or participating in, any investigation. If deemed necessary by the Town, a third-party may be consulted with to perform the investigation.

Information reported concerning an employee's claim of harassment or discrimination will be treated as confidential, to the extent possible; however, information associated with a claim may need to be disclosed during the investigatory process. Efforts will be made to take effective remedial action, as needed, to protect the Town and its employees. Appropriate action will be taken based upon the results of the investigation.

F. Search

The Town reserves the right to conduct searches and inspections of any Town-owned property without notice. This may include offices, computers, e-mail, cell phones furnished by the Town or reimbursed for by the Town, files, desks, lockers, and vehicles. Such property may also be searched in an effort to retrieve or to discover evidence of work-related misconduct if there is reason to suspect such evidence exists. Any employee who refuses to submit to a search may be subject to disciplinary action.

G. The Americans with Disabilities Act and Religious Accommodation

The Town will make reasonable accommodation for qualified individuals with known disabilities when the employee notifies the Town and provides the required paperwork. Employees whose work requirements interfere with a religious belief may be granted accommodations, unless doing so would result in an undue hardship to the Town or cause a direct threat to health and

safety.

The Town will make every effort to comply with the Americans with Disabilities Act with respect to all employment actions. Should an applicant or employee feel that they need reasonable accommodation in their position, or in their application for employment, or that they have been subject to disability or religious related discrimination, the individual should contact Human Resources immediately. No qualified individual will be discriminated against in any aspect of employment or continued employment.

H. Pregnancy Accommodation

Employees have the right to be free from discriminatory or unfair employment practices because of pregnancy, a health condition related to pregnancy, or the physical recovery from childbirth.

Employees who are otherwise qualified for a position may request a reasonable accommodation related to pregnancy, a health condition related to pregnancy, or the physical recovery from childbirth. If an employee requests an accommodation, the Town will engage in a timely, good-faith, and interactive process with the employee to determine whether there is a reasonable accommodation that will enable the employee to perform the essential functions of her position. A reasonable accommodation will be provided unless it imposes an undue hardship on the Town's business operations. The Town may require that an employee provide a note from her health care provider detailing the medical advisability of the reasonable accommodation. Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact their supervisor or Human Resources.

The Town will not deny employment opportunities or retaliate against an employee because of an employee's request for a reasonable accommodation related to pregnancy, a health condition related to pregnancy, or the physical recovery from childbirth. An employee will not be required to take leave or accept an accommodation that is unnecessary for the employee to perform the essential functions of the job.

III. CLASSIFICATIONS OF EMPLOYMENT

For purposes of salary administration, eligibility to overtime payments, and determining employee benefits, the Town classifies employees as follows:

A. Full-time

A full-time employee is one who works a minimum of forty (40) hours per week on a regular basis. Such employees may be "exempt" or "non-exempt," as defined below. Full-time employees are currently eligible to share in Town benefits.

B. Part-time

A part-time employee is one who works less than forty (40) hours per week on a regular basis. Such employees may be "exempt" or "non-exempt" as defined below. Part-time employees who work between thirty (30) and thirty-nine (39) hours per week are currently eligible to share in certain employment benefits provided by the Town and can accrue prorated PTO and

holiday pay based on hours worked. Part-time employees who work less than thirty (30) hours per week on a regular basis currently accrue PTO and holiday pay on a prorated basis but are otherwise not eligible to share in employment benefits provided by the Town, except as required by law.

C. Temporary

Temporary employees are employees who work either full or part-time and are engaged by the Town for a specific period of time (such as summer) or for a specific project or assignment. Such employees may be "exempt" or "non-exempt" as defined below. Temporary employees are not eligible to share in the employment benefits provided by the Town unless it is expressly stated in a written statement issued by an authorized representative of the Town or as required by law.

D. Volunteer

A volunteer is someone who is performing services for the Town in an unpaid position. Volunteers serve at the discretion of the Town and are subject to following all applicable rules and policies included in this handbook and of the Town.

E. Transfers and Promotions

The Town may transfer or promote from within when doing so is reasonable at the discretion of the Department Heads and Town Manager. Available positions will be posted on Town's website. If an employee is interested in a position and feels he or she has the necessary qualifications, the employee must submit a formal written application to Human Resources. Transfer or promotion to a position may be based on demonstrated performance in the employee's current position, as well as knowledge and qualifications with respect to the position for which an application is made.

IV. PAY PLAN

The Town's pay philosophy is to recruit and retain the best employees. In support of the Town's pay philosophy, the Town offers a comprehensive compensation and benefit package. The Town covers a large portion of the employee premium to make the benefits more affordable.

A. Overtime Pay

The Town reserves the right to require its employees to work overtime, at the Town's sole discretion. When possible, overtime will be approved in advance by the Department Head and advance notice will be given to the employee. Non-exempt employees are not allowed to work overtime without the supervisor's approval. The Department Head will notify the Town Manager as soon as practical about authorizing overtime.

Non-exempt, non-commissioned employees receive overtime compensation at a rate of one and one-half (1½) times their regular hourly rate for any hours worked beyond forty (40) in the designated workweek. Commissioned police officers may be assigned a different work week and schedule. Scheduled workdays and work periods may be adjusted to address service demands either on a long-term or temporary basis.

For purposes of computing overtime, the workweek begins Monday at 12:00 a.m. and ends Sunday at 11:59 p.m. PTO will not be counted as time worked for purposes of calculating overtime pay. Holidays will be counted as time worked for overtime purposes.

B. Compensatory Time

Non-exempt employees may receive compensatory time in lieu of overtime pay. If the employee wishes to be granted compensatory time for overtime hours worked, the employee should indicate compensatory time on their time sheet, which is subject to the approval of the Department Head. The employee should indicate the actual number of hours worked. Compensatory time is calculated the same as paid overtime.

No employee is permitted to accrue more than forty (40) hours of compensatory time. If an employee has accrued the maximum number of hours, all subsequent compensation hours are paid out as overtime hours. Upon transfer to an exempt position or termination, the employee is paid for unused compensatory time at their regular rate of pay that is in effect immediately prior to separation or transfer.

Temporary employees are not eligible to accrue compensatory time.

C. Pay Periods

Employees of the Town shall be paid every other Friday. If the regular payday falls on a holiday, employees will be paid on the last business day that the Town office is open prior to the regular payday.

D. Salary for Exempt Employees

All exempt employees are paid on a salary basis that normally is not subject to changes because of variations in the number of hours worked.

E. Adjustments to Pay

The Town conducts periodic pay plan reviews and analysis. Adjustments are made to the pay plan and to classifications of individual positions based on this analysis.

By completing a market analysis, we ensure that the Town’s pay schedule is competitive within the labor market. The market consists of neighboring and similar sized communities.

The final approval of the pay plan is determined by the Board of Trustees.

The Town also determines pay based on merit. Merit plans are an example of pay for performance. They are tied to individual levels of performance measurement (typically performance appraisal ratings) and pay adjustments under the Town's merit plan are normally added into an individual employee's base salary.

F. Performance Appraisals

Performance appraisals for all employees consist of:

- A written evaluation using a form approved by Human Resources; and,
- An appraisal meeting involving the supervisor who completes the appraisal and the employee whose performance is being appraised.

Employees shall be evaluated on, at least, an annual basis.

G. Payroll Deductions

As required by law, the Town must make certain deductions from employee paychecks, including those for Federal and State taxes, as well as pension contributions and garnishments, if applicable. Other voluntary deductions can only be made at the employee's specific request and with their written agreement. Payroll deductions may also be made from an employee's paycheck for the replacement cost of lost, destroyed, or unreturned Town property or as otherwise provided in this handbook.

The Town is committed to complying with salary basis requirements which allow properly authorized deductions. If an employee believes an improper deduction has been made to their pay, he/she should immediately report this information to Human Resources. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the employee will be reimbursed promptly.

H. Direct Deposit

The Town requires all employees to enroll in direct deposit for payroll, which means that employees' pay will be deposited directly into their accounts at a participating banking institution each payday. If employees do not provide information for an established bank account, the Town can establish a debit account at an approved banking institution for the purpose of direct deposit.

V. WORK POLICIES

A. Hours of Work

Full-time employees of the Town shall work a minimum forty (40) hours per week. Normal working hours shall be 8:00 a.m. to 5:00 p.m., Monday through Friday. Supervisors may approve adjustments to the employees' normal scheduled hours.

Daily and weekly work schedules may change from time to time at the sole discretion of the Town to meet the Town's business needs. Changes in work schedules may be announced in advance.

B. Dress Code

An employee's personal appearance is a reflection of the Town's character. Appearance, personal hygiene, and attire are important to the Town to instill confidence and professionalism with the residents and community. Within reason, employees of the Town are allowed to use their own discretion with respect to their work attire, however, torn clothing, and shirts with inappropriate verbiage or pictures are not approved attire. All work attire should be neat and appropriate to the employee's job duties. At any time, the Town may further define what constitutes appropriate dress, personal hygiene, grooming habits and cleanliness. Personal

attire and grooming habits shall be such as to not jeopardize the safety of the employee or other Town personnel.

If, in the Department Head's or Human Resources' opinion, an employee reports for work improperly dressed or groomed, a supervisor or Human Resources may instruct the employee to return home to change clothes or take other appropriate corrective action.

Uniforms or a uniform clothing allowance may be furnished to certain Town employees. Such uniforms must be neat, clean, in good condition, and must be worn while performing duties for the Town.

It is the intent of this policy to comply with applicable state, local and federal laws prohibiting discrimination on the basis of color, race, religion, sex (including pregnancy, sexual orientation, gender identity and gender expression), national origin, ancestry, creed, disability, age, genetic information, and any other status protected under such laws.

C. Attendance

All employees shall report to work at their prescribed time. Any employee who fails to report for work at their prescribed time without first notifying his or her supervisor of the expected late arrival or absence may be subject to disciplinary action. Any employee reporting late for work or reporting absent shall explain the reason for such tardiness or absence to their supervisor. The duties of most employees require them to be present at specific locations. Working at home may be permitted only with the prior approval of the Town Manager.

D. Tobacco Use

The Town provides a tobacco-free work environment for its employees. The use of tobacco products is prohibited inside Town buildings or while performing any duty or activity on behalf of the Town. The use of any tobacco product is also prohibited in any Town vehicle and equipment. Tobacco use includes the use of electronic nicotine delivery systems, such as e-cigarettes, e-cigars, e-hookahs and e-pipes.

E. On-Call and Recall Pay

Some Town operations must be able to be responsive twenty-four (24) hours per day and certain employees may be assigned "on-call" duty during a specific period of time outside their normal working hours. While on-call, the employee shall be accessible by telephone or other satisfactory method and shall be able to report to work promptly. Employees will be paid thirty (30) minutes of pay at their regular rate for each day the employee is on-call.

When a non-exempt employee is summoned back to work after their normal off-duty time, the employee shall be paid for all hours worked with a guaranteed minimum of two (2) hours of pay per call-back. Travel from the employee's location to work may be reimbursed through mileage reimbursement.

F. Town Closure

All Town facilities are considered open for business regardless of weather conditions, fire damage, natural disaster, or other unusual circumstances unless officially designated as CLOSED by the Town Mayor, Town Manager, or his or her designee.

When facilities are open, the decision to report to work when unusual conditions prevail shall normally reside with the employee except in the case of designated essential personnel who shall be expected to report as instructed or scheduled by their departments. Essential personnel are designated by the Department Head.

The employee is responsible for contacting the Supervisor, Department Head, or designated departmental representative if the employee is unable to report to work.

G. Essential Personnel

As designated by their respective department, employees shall be expected to report to work as directed or scheduled when the Town is otherwise closed. An essential worker is a designated employee that is required to work during a business closure in order to meet operational requirements. Non-exempt employees who are required to report to work shall be compensated at one and one-half (1.5) times their base rate of pay for all normal hours worked while the Town is otherwise closed.

H. Modified Duty

An employee who is unable to perform the full range of duties of their position may have their duties temporarily modified so that they are productive while recuperating from their illness or injury. This section applies to employees who are receiving workers' compensation benefits and employees recuperating from personal illnesses or injuries. A medical return-to-work release detailing restrictions, if any, will be required for employees of the Town who have been off work for more than three (3) consecutive scheduled workdays due to personal injury or illness. Modified duty assignments are at the discretion of the Department Head and may not always be available.

The Town reserves the right to change the rate of pay for an employee in a modified duty capacity depending on the nature of the modified duty assignment.

A return-to-work release will be required for employees of the Town under the following circumstances:

- The employee has been off work for more than three (3) consecutive scheduled workdays; or
- The employee's absence is due to a serious medical condition.

I. Motor Vehicles

Drivers must possess a current, valid driver's license before operating a Town vehicle or driving a personal vehicle on behalf of Town business. If the driver has recently moved to Colorado from another state, the driver must obtain a Colorado driver's license within thirty (30) days of moving to Colorado to continue driving Town vehicles pursuant to State law. It is the responsibility of any Town employee who operates a Town vehicle, or a personal vehicle used to conduct Town business to provide an annual records release waiver to allow the Town to verify his or her driver's license status, and to maintain auto liability coverage as required by law. The driver must have his/her license in possession at all times while driving the vehicle. All operators must be licensed in the class of vehicle operated.

1. Personal Vehicle Use

The Town recognizes there may be times when an employee who needs to use a Town vehicle for job-related purposes; however, there is not a Town vehicle available for use. However, in such situations, prior to using a personal vehicle, all effort must be made to use a Town vehicle. The employee must carry the state minimum automobile liability insurance on their personal vehicle as required by law.

The employee will be covered under workers' compensation if injured during the course and scope of their duties. An employee using a personal vehicle for Town business, who is involved in a traffic accident, will be reimbursed by the Town for his/her automobile insurance deductible up to \$1,500, if the following occurs:

- The employee was not at fault.
- The other driver has no insurance or is underinsured.
- The employee can provide documentation that the deductible has been paid.

2. Town Vehicle Use

The Town provides vehicles to use for business purposes to eligible employees. There may be the occasional need for employees to take a Town vehicle home (e.g., attending a training or conference). When it is appropriate, and in the best interest of the Town, the Town may permit an employee to take a Town vehicle to the employee's home for a short duration of time. The employee must secure prior verbal approval from the Department Head or authorized designee.

3. Town Pool Vehicle Use

In an effort to reduce costs and limit liability, employees must use Town vehicles for Town business when possible. If an employee chooses to use their personal vehicle for Town business when a "pool vehicle" is available, mileage reimbursement by the Town may not be allowed. (Exceptions would be made if an employee is on Town business and does not intend to return to work that same day or has Town business scheduled at the beginning of a day which is not on the way to work.)

Use of Town vehicles identified as pool vehicles are governed by all of the policies outlined in this Motor Vehicle Use Policy as well as the following:

- All pool vehicles shall be reserved in advance and formally signed out via the log kept at the front desk. Pool vehicle keys are to be checked out for use of the vehicle only immediately before use. A fuel card for pool vehicles is kept at the front desk. If fuel is needed and a fuel card is not available, employees should use a Town issued credit card. Employees are responsible for refilling the vehicle, as necessary. Receipts must be remitted to the Finance Department no later than twenty-four (24) hours after use. Keys and fuels cards are to be returned promptly and not passed along to other employees.
- All pool vehicle windows and doors shall be locked when unattended. Personal property left in pool vehicles is at the employee's own risk.
- The employee signing out the pool vehicle is responsible for the vehicle until it is returned.

4. Maintenance

Drivers are required to properly maintain Town vehicles at all times. Vehicles may not be operated with any defect that would inhibit safe operation. In the event that service is required for the vehicle that causes it to be inoperable, contact the Public Works Department. If Public Works is not available, proper arrangements for towing should be made.

5. Traffic Violations

Fines for parking or moving violations and any associated costs are the personal responsibility of the driver. Employees who drive Town vehicles or personal vehicles for Town business must notify his/her supervisor and the Town Manager or his/her designee immediately about all moving violations that occur, and the suspension or revocation of the license, including those in his/her personal vehicle for personal use, within twenty-four (24) hours of the violation or next business day if the violation occurred on a weekend or holiday. Failure to notify the supervisor and the Town Manager or his/her designee shall result in disciplinary action. Immediately upon receiving a suspension or revocation, the employee is prohibited from driving and operating any Town vehicle or equipment or driving a personal vehicle on Town business. If an employee's license has been suspended or revoked, the employee may be subject to disciplinary action. Be aware that traffic violations incurred during non-business (personal use) hours may also affect Town vehicle driving privileges.

6. Accidents While Conducting Town Business

In the event of an accident:

- Contact your supervisor immediately.
- Do not admit negligence or liability.
- Do not attempt settlement, regardless of how minor.
- Get name, address, and phone number of any injured person(s) and witnesses, if possible.
- Exchange vehicle identification, insurance company name, and policy numbers with the other driver.
- Take a photograph of the accident scene, if possible.
- Call the local law enforcement unless the Town or county is on accident alert and there are no injuries. If injuries are involved, call the local law enforcement regardless of conditions.
- Do not sign any statements or reports other than official police reports.
- Complete the accident form in your vehicle.
- Provide all information to your Department Head and Human Resources within twenty-four (24) hours of the accident or the next business day if the accident occurred on a weekend or holiday.
- Employees are required to comply with the Drug & Alcohol and Workers Compensation policies outlined in this handbook.

7. Theft of a Town Vehicle

In the event of theft of a Town vehicle, notify local law enforcement immediately, then notify your Department Head and Human Resources within twenty-four (24) hours or the next business day if the theft occurred on a weekend or holiday.

8. Driver Responsibilities

When driving a Town vehicle, employees are representing the Town. Employee actions will reflect not only on the employee, but also on the entire Town organization. It is expected that every employee driving a Town vehicle will drive safely and courteously at all times. The driver assumes the duty of obeying all motor vehicle laws, maintaining the vehicle properly at all times.

All traffic laws must be obeyed. Driving a Town vehicle while impaired or under the influence of alcohol or drugs is strictly prohibited and may be cause for disciplinary action up to and including termination. If the driver is on prescription medicine that may impair driving ability, the Town vehicle is not to be driven. The driver's supervisor must be notified if the driver is taking prescription medication that may impair driving ability or operation of machinery.

Each driver is responsible for the actual possession, care, and use of the Town vehicle in their possession. Damage to the vehicle caused by the driver's negligence may be cause for disciplinary action.

The use of seat belts and shoulder harness is mandatory for driver and passengers. Vehicles may be driven only by authorized Town employees or volunteers who have completed an MVR check by Human Resources. Vehicles are to be kept clean inside and out. Smoking is not permitted in Town vehicles. Pets are not allowed in Town vehicles, except vehicles used for animal control.

9. Take-Home Vehicles

All Town owned vehicles shall be restricted to work related activities with the exception of those vehicles and personnel that are provided a Take Home vehicle. Take Home vehicles shall be authorized by the Town Manager for employees that have primary responsibility of responding to emergency situations which require immediate response to protect life or property, or the employee needs a special vehicle for work related purposes. All Police Department staff authorized to take home vehicles shall be subject to additional policies in the Town of Mead Police Department Policy Manual.

10. No Unauthorized Passengers/Riders

Spouses, significant others, children, and non-employees may only be permitted to ride in Town vehicles, equipment, or personal vehicles (when used for Town business) if: (1) prior written approval of the supervisor in charge is obtained; and (2) the individual (or in the case of a minor, the minor's parent, or guardian) signs a release form provided by the Town.

J. Travel Policy

This policy applies to all travel expenses for which Town funds are disbursed. For purposes of this policy, travel is defined as in-state or out-of-state trips, made for Town business, which require air transportation and/or an overnight stay.

All travel and similar expenses must be reasonable, necessary, and for Town business. When more than one employee is attending the same event, the Town encourages employees to carpool, use a pool vehicle, or use public transportation when available. When training is offered, the training should be scheduled at the nearest location and attendance at classes is expected.

1. Authorization for Travel

All employees must have the appropriate approval prior to their travel. Employees traveling out-of-state must have the Town Manager's approval prior to their travel. Travel should typically be authorized as part of the annual budget process and a formal request detailing the travel's purpose and anticipated costs must be completed and signed by the employee and the Department Head (or Town Manager).

2. Authorized Expenses

- Air travel should be purchased at the lowest coach airfare available at the time the reservation is made. First Class airfare is specifically prohibited.
- Fares are normally purchased using a Town credit card or Town check. The employee may receive reimbursement provided detailed receipts are submitted. When the employee is accompanied by a nonemployee, the nonemployee ticket(s) must be purchased using personal funds.
- A reasonable and economical method of public ground transportation to/from the hotel and the airport, conference facility, or restaurant is allowed only when necessary and appropriate to the trip.
- Only mid-sized vehicles or smaller are allowed; however, large vehicles, such as mini vans, are allowed if five (5) or more employees are traveling together.
- Insurance should not be purchased from the car rental company. The Town's insurance covers rented vehicles. Employees must obtain a copy of the Town's insurance card from the Town Clerk before departure. Reasonable and economical parking expense is allowed for airport and hotel parking.
- Toll expenses are allowed, and the employee may receive reimbursement provided detailed receipts are submitted.
- When lodging is necessary, low to moderately priced hotels and single occupancy hotel rooms are the standard. When attending a conference, employees will be expected to stay in the conference hotel at the available specified conference room rates.
- Per diem for meals, tips, and incidental expenses are paid at the GSA per diem rates. The employee must not seek per diem reimbursement for meals or other expenses that are included in the conference.

3. Unauthorized Expenses

The following expenses are specifically unauthorized and will not be permitted:

- All expenses of family members or other persons not on business for the Town;
- Alcoholic beverages and tobacco products;
- Laundry or cleaning;
- In-room movies, room service, or other personal services;

- Sporting and entertainment activities;
- Personal clothing;
- Prescriptions and over-the-counter medication;
- Personal telephone calls except as stated in Section VIII;
- First class airfare;
- Rental of luxury or sports vehicles or insurance for rental vehicles;
- Expenses stated in this policy as unauthorized, ineligible or prohibited; and
- All other personal expenses not for the benefit of the Town.

4. Reimbursement Request Deadlines

Employees shall submit reimbursement requests to their Department Head for approval within sixty (60) days after the expense is incurred. Failure to submit reimbursement requests timely could result in the reimbursement being denied.

VI. LEAVE

Extended leave periods taken under this policy may run concurrently with other leave policies.

A. Paid Time Off (PTO)

Paid Time Off (“PTO”) for employees is a single pool of paid hours that may be used at the employee’s discretion for personal days, vacation, medical absences, unexpected emergencies, or any other reason an employee may need. PTO may also be used for any of the following reasons in accordance with the Healthy Families and Workplaces Act (“HFWA”) (C.R.S. §§ 8-13.3-401 et seq.):

- An employee has a mental health or physical illness, injury, or health condition that prevents the employee from working, including the need to obtain a diagnosis, treatment, or medical care for such condition.
- An employee needs to obtain preventative medical care.
- An employee has been the victim of domestic abuse, sexual assault, or harassment leading to health, relocation, legal or other service needs.
- An employee needs to care for a family member to whom any of the above-listed circumstances apply.
- In a public health emergency, a public official has closed the employee’s workplace or the school or childcare facility of an employee’s child.

Employees are expected to maintain an appropriate PTO balance for use in unexpected emergencies. The rates of PTO accrual exceed the paid leave requirements of the HFWA.

1. Usage

All absences not covered under another plan must be charged to PTO. Employees may use only time accrued and cannot have a negative PTO balance at any time. PTO is not considered as hours worked for overtime purposes.

2. Accrual of PTO

PTO hours begin to accrue upon initial employment with the Town and continue

accruing during paid time.

The accruals are based on hours worked and paid leave taken. Employees will not accrue PTO during times of unpaid leave. Accrual rates adjust on the employee's anniversary date.

The chart below lists accrual rates for full-time regular employees.

Years of Employment	Hours Accrued per Pay Period	Hours Accrued per Month	Hours Accrued per Year	Maximum Accrual
First 12 months	5.23	11.33	135.96	203.94
1 through 5	6.77	14.66	175.92	263.88
6 through 10	8.31	18.00	216.00	324.00
11 through 15	9.84	21.33	255.96	383.94
16 through 20	11.38	24.63	295.92	443.88

The chart below lists accrual rates for commissioned police officers. Police accrual rates include Town observed holidays.

Years of Employment	Hours Accrued per	Hours Accrued per Month	Hours Accrued per Year	Maximum Accrual
First 12 months	8.61	18.66	223.92	291.94
1 through 5	10.15	21.99	263.88	351.88
6 through 10	11.69	25.33	303.96	412.00
11 through 15	13.23	28.67	344.04	471.94
16 through 20	14.76	31.99	383.88	531.88

3. Use of PTO

Paid time off must be arranged so that normal operations are disrupted as little as possible. To take time off, employees must make the request, in writing, at least forty-eight (48) hours in advance for approval from their supervisor. Requests will be assessed based on a number of factors, including business needs and staffing requirements. Supervisors may use an employee's seniority as a criterion in scheduling PTO use. Any employee who is ill and cannot perform his or her duties shall notify his or her supervisor with as much advance notice as possible. If an employee separates employment, PTO taken for any other reason not listed in the HWFA, cannot be applied on the last day of employment.

4. Accrual Limits

The maximum PTO that an employee can accrue is shown in the chart. Once an employee reaches the maximum accrual, the employee ceases accruing additional PTO. If the employee later uses enough PTO to fall below the maximum, the employee starts accruing PTO again from that date forward until reaching the maximum accrual limit.

5. PTO Buyback Program

Employees may sell back PTO each year at a one to one (1:1) ratio. (i.e., one (1) hour of PTO = one (1) hour pay at the current pay rate). The following requirements must be met to be eligible for this option:

- The employee must maintain a balance of at least eighty (80) hours of PTO (full- time) or forty (40) hours (part-time).
- The employee must have taken a minimum of forty (40) hours of PTO (full-time) or twenty (20) hours (part-time) during the previous twelve (12) months.
- The employee has not submitted a request for or received PTO Sell-Back in the previous twelve (12) months.

The request form must be received by Human Resources no later than the Friday prior to the pay period end date on which the lump sum payment will be made.

6. PTO Donations

An employee experiencing a catastrophic incident may find their leave banks depleted. Employees wishing to assist another employee with a voluntarily donation from their PTO bank may do so as long as the recipient of the donation has exhausted their entire Town accrued leave time and if the recipient is experiencing catastrophic circumstances as determined by Human Resources.

- The employee may not receive more than four hundred eighty (480) hours accumulated leave from donors for any one illness or injury, or military leave of absence, or in any calendar year.
- Donated leave will always be donated in hours regardless of the donor’s or the recipient’s rate of pay.
- In the event the recipient becomes unable to return to their position and submits their resignation of employment, all donated leave in their shared bank will be discontinued.
- Any donated time that is not needed will be returned to donor.

B. Holidays

This policy applies to full-time, non-commissioned employees. All full-time employees actively at work, or on an approved leave of absence, the day before and day following the observed holiday receive eight (8) hours of holiday leave on the date of observance. Pay for holidays worked will be paid at one and one half (1.5) times the employee’s normal rate of pay.

Holiday leave is not payable upon termination. Holidays falling during periods of PTO leave shall not be counted as PTO time used. Holidays falling on Saturday are normally observed on the preceding Friday. Holidays falling on Sunday are normally observed on the following Monday. For pay purposes, each holiday is the date of observance published.

The Town observes the following fixed holidays:

- New Year’s Day

Martin Luther King Day

President’s Day

Memorial Day

Independence Day

Labor Day
- Veteran’s Day

Thanksgiving

Friday after Thanksgiving

Christmas Eve

Christmas Day

Holiday leave is considered as hours worked for overtime purposes.

Holidays cannot be used as an employment end date.

Employees may request that a Town observed holiday be converted to a floating holiday when there is a business need to work on a holiday. Floating holidays MUST be used by December 31st of the year the request was made. There will be no carryover into future years and no payout of floating holidays upon termination. The number of hours used for the floating holiday will be eight (8) per holiday. The request to convert a Town holiday to a floating holiday must be approved in advance of the holiday by the employee's supervisor and human resources.

C. Voting Time

The Town believes that voting is an important responsibility that we all assume as citizens. Under most circumstances, it is possible for an employee to vote either before or after work or as an absentee. If it is necessary, however, to arrive late or leave work early in order to vote in any election, arrangements should be made with his / her supervisor no later than the regularly scheduled workday prior to the Election Day. The Town will grant time off to vote in accordance with Federal and State law.

D. Bereavement Leave

If there is a death of an employee's immediate family member, the employee may be granted up to one (1) day of bereavement leave. Should out-of-state travel be required, additional leave may be granted, and paid time off applied. An employee's immediate family member, for bereavement purposes, includes the employee's spouse or domestic partner, sibling, parents or stepparents, grandparents, children or grandchildren, stepchildren, legal guardian, foster children, in-laws, and any other member of the employee's immediate household. Bereavement leave will be paid at the employee's regular rate of pay. Bereavement leave will not be considered as time worked for overtime purposes.

E. Workers' Compensation Leave

To provide for payment of an employee's medical expenses and to facilitate partial salary payments in the event of a work-related injury, illness, or exposure, employees are covered by Workers' Compensation insurance. The amount of the benefits payable, and the duration of the payments, is determined by the Colorado Workers' Compensation statute. The Town carries insurance to cover the cost of a work-related injury, illness, or exposure. Benefits help pay for an employee's medical treatment and may include part of income the employee may lose while recovering.

1. First Report of Injury

Any work-related injury, illness or exposure must be reported immediately to the employee's supervisor, including any injuries that do not require medical treatment. The employee and his or her supervisor or designee must complete the form entitled "First Report of Injury." The completed form must be sent to Human Resources within twenty-four (24) hours of the injury, onset of illness, or exposure. Strict compliance with these reporting procedures ensures that the Town can assist the employee in obtaining

appropriate medical treatment. Failure to report promptly any accident involving injury may result in the delay of a claim or in disciplinary action.

2. Required Medical Treatment

Medical treatment may be obtained only from the Town's designated medical care providers. When the designated medical care provider is not available, the nearest medical facility may be used. In the case of a life or limb threatening emergency, or if an employee is outside the area on Town business, the employee should go to the nearest emergency medical facility for treatment. Notwithstanding the previous situations, if the employee fails to obtain treatment from a designated physician, the employee may be responsible for the cost of the medical treatment that is obtained. The employee should advise the treating physician that he or she will be making a workers' compensation claim so that the appropriate forms can be completed.

F. Jury Duty and Witness Leave

The Town recognizes and encourages employees to perform their civic duty. Employees receive regular pay for the first three (3) days of jury duty if they were scheduled to work and they provide confirmation of juror service.

Beginning the fourth (4th) day and thereafter, employees, as jurors, are paid fifty dollars (\$50) per day by the State of Colorado for state, district, or county court jury duty. For jury duty in excess of three (3) days, employees receive the difference between jury duty pay and their regular pay up to a maximum of ten (10) days (80 hours). Jury duty beyond this time is without pay from the Town and employees may apply PTO.

Employees excused for jury duty shall report to work immediately when dismissed from jury duty or when the jury is not in session during the employee's usual work hours.

An employee who is subpoenaed as a witness in a non-Town matter may take unpaid time off to testify or use accrued PTO for time missed from work. If an employee is subpoenaed as a witness in an official capacity as a Town employee, the approved preparation, court, and travel time is computed and compensated as hours worked. A copy of the subpoena may be requested for the employee's request for leave.

G. Active-Duty Training

An employee who is a member of the National Guard or the Military Reserve Forces of the United States is allowed up to fifteen (15) days military training leave, without loss of pay or benefits, each calendar year. Employees on military leave may utilize all accrued PTO while on assignment with the military. If an employee is inducted into a branch of the U.S. Armed Forces for an extended period, upon returning to the Town after separation from military service, the employee may be re-employed in accordance with the provisions of the Law. The Town complies fully with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

H. Leave of Absence without Pay

In special circumstances, a personal, non-medical leave of absence without pay may be granted, subject to the approval of the Town Manager. During the employee's absence, the Town may elect to fill the position with temporary personnel.

In order to be eligible for leave without pay, the employee must first use all accrued paid leaves. The employee must submit a written request with the dates that the employee expects to be on leave without pay.

Leave without pay will not be granted for more than three (3) months. If the leave without pay exceeds thirty (30) calendar days, the employee will be responsible for their portion of group insurance premiums beginning on the 31st day. Leave without pay does not guarantee the same position will be available upon the employee's return.

Accrual of PTO will cease for any days the employee is in on leave without pay. Holidays, bereavement pay, or jury duty pay will not be granted during any leave without pay.

I. Administrative Leave

At the request of a Department Head or Town Manager, an employee may be removed from the workplace. Administrative leave is granted in order to conduct an investigation or other inquiry into allegations or charges of wrongdoing or violation of any law, rule or policy or where necessary for the safety and welfare of any employee or the efficient operation of the department. Leave under this policy may be with or without pay. Circumstances will be evaluated for pay and if the circumstance seriously undermines the integrity of the Town and its operations, the employee may utilize accrued PTO when placed on leave if available.

J. Family and Medical Leave

Employees may be eligible to take family and medical leave under the federal Family and Medical Leave Act (FMLA).

1. Eligibility

To be eligible for leave, you must have been employed by the Town for at least twelve (12) months immediately preceding the beginning of the leave, and you must also have worked at least 1,250 hours to qualify for FMLA.

Eligible employees may request up to a total of twelve (12) weeks of FMLA leave within a twelve (12) month period. FMLA can be used for:

- The birth of an employee’s child or the placement of a child with the employee for adoption or foster care.
- To care for the employee’s spouse, child, or parent with a serious health condition.
- The employee has a serious health condition that makes them unable to perform the functions of their job.
- A qualifying exigency that arises because the employee’s spouse, child, parent or next of kin is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces.

2. Providing Notice

You must provide sufficient information regarding the reason for an absence for the Town to know that protection may exist under this policy. Failure to provide this information will result in delay or forfeiture of rights under this policy.

Generally, an application for leave must be completed at least thirty (30) days, or as

soon as practical, in advance of the date the leave is expected to begin. In cases of emergency, you (or your representative, if you are incapacitated) should give verbal notice as soon as possible, and the application form should be completed as soon as practical.

3. Medical Certification Process

In addition to an application for leave, you will be required to complete a medical certification form when leave is for a family member's or your own serious health condition. The certification form needs to be signed by the health care provider. These forms are available from Human Resources and in addition to the short-term disability, if applicable.

Follow up certifications from health care providers may be required under certain circumstances. The Town may also require periodic reports during federal FMLA leave regarding your status and intent to return to work.

4. Noncontinuous Leave

Intermittent or reduced leave will be permitted only when it is medically necessary or for a qualifying exigency, as explained above. In all cases, the total amount of leave taken in a calendar year should not exceed your total allotment as defined earlier in this policy.

Intermittent and reduced schedule leave must be scheduled with minimal disruption to an employee's job. To the extent possible, medical appointments and treatments related to an employee's or family member's serious health condition should be scheduled outside of working hours or at such times that allow for a minimal amount of time away from work.

If you request non-continuous federal FMLA leave which is foreseeable based on planned medical treatment for yourself, a family member, or a covered service member, you may be required to transfer temporarily to an available alternative position offered by the Town for which you are qualified, and which better accommodates recurring periods of leave than your regular employment position. You will be entitled to equivalent pay and benefits but will not necessarily be assigned the same duties in the alternative position. This provision may also apply if the Town approves a noncontinuous leave for the birth of a child or the placement of a child for adoption or foster care.

5. Benefit Continuation During Leave

The Town will maintain your group health plan coverage and certain other employment benefits during your FMLA leave on the same terms as if you had continued to work, if these benefits were provided to you before the leave was taken. You will be required to pay your regular portion of premiums, if any.

Benefits that are accumulated based upon hours worked, such as holiday pay, paid time off, bereavement, etc., will not accumulate or be compensated during the period of FMLA leave.

In certain instances, such as leave without pay, the Town may recover the portions of premiums it paid to maintain health plan coverage for an employee who fails to return to work from FMLA leave.

6. Returning to Work

If the reason for FMLA leave is for your own serious health condition, you may be required to present a fitness-for-duty certification prior to returning to work.

If you wish to return to work before the scheduled expiration of FMLA leave, you must notify the Town of the change in circumstances as soon as possible, but no later than two (2) working days prior to your desired return date.

If you exhaust all leave under this policy and are still unable to return to work, you must notify the Town as soon as possible. Your situation will be reviewed to determine what rights and protections might exist under other Town policies.

Upon return from family or medical leave, you will be returned to the position you held immediately prior to the leave, if the position is vacant. Certain exceptions exist for key employees, as defined by law. If the position is not vacant, you will be placed in an equivalent employment position with equivalent pay, benefits and other terms and conditions of employment.

The law provides that an employee on leave has no greater rights than the employee would have had if the employee had continued to work. Therefore, you may be affected by a layoff, termination or other job change if the action would have occurred had you remained actively at work.

7. Military Caregiver Leave

The FMLA also allows an eligible employee who is the spouse, son, daughter, parent or next of kin of a member of the Armed Forces, National Guard or Reserves or of certain recent veterans with a serious illness or injury, up to twenty-six (26) weeks of unpaid leave within a twelve (12) month period to care for the injured or ill service member or veteran. A “serious illness or injury” is generally an injury or illness incurred by the covered service member in the line of duty on active duty (or that existed *before* the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty) that may render the service member medically unfit to perform the duties of the member’s office, grade, rank, or rating.

8. Qualifying (Military) Exigency Leave

The FMLA also provides for up to twelve (12) weeks of unpaid leave within a twelve (12) month period when an eligible employee’s spouse, son, daughter, or parent is on (or has been notified of an impending call to) “covered active duty” in the Armed Forces. “Covered active duty” for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country. “Covered active duty” for members of the U.S. National Guard and Reserves means duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation. The leave may also be extended to the family members of certain retired military. This leave may be used to take care of such things as childcare or financial and legal arrangements necessitated by the deployment of the family member.

9. Military Family Leave Certifications

When leave is taken to care for a covered service member with a serious injury or

illness, a spouse, child, parent or next of kin may take up to twenty-six (26) weeks of unpaid FMLA leave during a single twelve (12) month period. Eligible employees are limited to a total of twenty-six (26) workweeks of FMLA-protected leave during that twelve (12) month period. For example, an employee cannot take twenty-six (26) workweeks of FMLA leave to care for a covered service member and then take twelve (12) more weeks for other FMLA qualifying reasons.

In addition to an application for leave, you will be required to complete a Certification of Qualifying Exigency for Military Family Leave form when leave is for a qualifying exigency. A copy of the military member's active-duty orders or other military documentation may also be required to substantiate your need for FMLA leave.

If you request leave to care for a covered service member with a serious injury or illness, you will be required to complete a medical certification form, which must be signed by the service member's health care provider. The certification form will request additional information, such as information regarding the relationship between you and the covered service member, to substantiate your need for FMLA leave.

VII. EMPLOYEE CONDUCT

A. Public Contact

Employees will treat all members of the public with courtesy and respect regardless of how difficult the circumstances. The Town strives to make every effort to be receptive to citizen comments and concerns and to provide any reasonable amount of information or explanation upon request. All employees are deemed to be "ambassadors" of the Town and should conduct themselves accordingly. When dealing with any complaints, employees should remember that the matter is important to the citizen, and it deserves a prompt and courteous response.

B. Contact with Law Enforcement

Employees are reminded that they represent the Town at all times and are required to abide by all Municipal, State, and Federal laws and regulations. Employees must report any contact with law enforcement, other than a minor traffic violation such as a speeding ticket (except for employees who are required to report traffic violations under any other section of this Handbook). All other tickets or pending criminal charges must be reported to Human Resources within twenty-four (24) hours following the contact with law enforcement.

C. Outside Employment

Employees may engage in outside employment provided it (1) is not a conflict of interest, (2) in no way interferes with the employee's work for the Town, and (3) it does not represent a conflict with applicable laws related to pay and work schedules. Employees must notify Human Resources of any outside employment that may be a conflict of interest. Employees must be able to work as scheduled by the Town and be available for overtime, with or without notice. Any employee employed in a second job or engaged in a position of self-employment will not conduct any activity relating to that position during Town work hours nor will they use

Town supplies or equipment to conduct such business. Violation of the provision of this policy may be subject to disciplinary action.

The Town Manager reserves the right to restrict outside employment for any employee.

D. Solicitation

No solicitation of any kind or distribution of literature for any purpose shall be permitted on Town property, unless approved by the Town Manager or his or her designee

E. Political Activity

Employees are encouraged to participate in the electoral process and support the political candidates of their choice. Employees are free to engage in political activity associated with Town, county, state, and federal campaigns, but must do so on their own time, with their own resources, off of Town premises and without giving the impression that their activity is being endorsed by the Town. The Town's operations and deliberations are impartial, and every effort is made to eliminate improper influence. No employees shall be compelled to contribute any money to any political party, club, union, or association.

While on work time, an employee may not publicly support any candidate for office, circulate any petitions for such office, distribute campaign literature or display campaign paraphernalia. Employees are also to refrain from efforts to convert others to a political cause during work hours.

No supervisor will, in any way, coerce an employee to campaign for or against any candidate or issue.

Employees who choose to run for political office must do so on their own time and the Town's premises cannot be used for political campaigning. If an employee seeks to become a candidate for an elected Town office, the employee must submit a request for a leave of absence commencing on the date of the filing and ending on the day following the election. If elected, the employee is deemed to have voluntarily resigned their employment with the Town as of the day he or she is sworn in.

F. Computer & Information Technology Usage

This policy outlines the rules and responsibilities for users of the Town computers, software, cell phones and other information technology. The Town owns the information technology resources that it provides or reimburses to Town employees and other users who have a responsibility to use these resources ethically and for professional purposes. Computer usage may be monitored at any time and all files, documents, and correspondences may be subject to the Colorado Open Records Act.

Users shall:

- Use technology resources to assist them in performing their assigned jobs since the use of the Town's computer, messaging, and internet resources is intended for Town business only.
- Comply with all general personnel policies governing employee behavior while using computers and computer systems.
- Only use approved and properly licensed software.

- Ensure that equipment, systems, and data are stored securely.
- Utilize computers, computer systems and cell phones to further work goals.
- Avoid practices which are wasteful of storage or processing capacity.
- Understand that any information created or stored on a Town computer or device is Town property and may be reviewed by Town personnel and there is no expectation of privacy.
- Refrain from excessive use of Town equipment for non-business-related purposes. It is generally accepted that occasional, personal communications, such as phone calls or emails, are carried out. Excessive use, as determined by management, is not permitted.

Users shall not:

- Download or install their personal copies of software on devices provided by the Town, including shareware, without permission of Information Technology;
- Introduce data into the system that does not serve a legitimate business purpose; or
- Use Town computers, cell phones or systems in any way that is: illegal, disruptive, threatening, harassing, demeaning, obscene, profane, or otherwise offensive.

The Town maintains confidential employee and customer records. Privacy must be fully protected when records with potentially identifiable information are accessed for Town purposes. Software and access rights intended to protect confidentiality must not be modified in any way by unauthorized staff.

Users shall:

- Use passwords, which are regularly changed, to properly protect data and system integrity.
- Only access or change systems and data as authorized.
- Only acquire, use, alter or dispose of data with proper authorization.

Users shall not:

- Use another individual's user ID nor disclose their confidential access to non- Town personnel.
- Violate the confidentiality of data or systems.
- Use software or hardware that jeopardizes the security or integrity of the network or Town data.
- Retain messages or files that do not have a business purpose (as defined by the appropriate record retention schedule).
- Store information in a manner that creates a burden to a computer or the network.

Any employee engaging in improper use of computer and information technology may be subject to disciplinary action.

G. Electronic Mail Communication

Electronic Mail ("e-mail") is used as part of the everyday business of the Town. All e-mail correspondence must comply with standards and policies regarding professional conduct. All electronic files associated with e-mail communication will be kept and maintained by the Town within its computer facilities in accordance with the Town's record retention policy. Regardless of how long an email must be retained, employees should sort, file and/or delete emails, as appropriate, in an on-going weekly basis. Email should not be used as a filing

system. Emails with enduring long-term administrative, policy, legal, fiscal, or historical value should be saved to the network drive or printed and added to the appropriate file.

The Colorado Open Records Act (“CORA”) applies to all e-mail communication kept or maintained by the Town. As such, each email communication document may be subject to inspection and copying, as provided in CORA. Therefore, e-mails unrelated to Town business should be kept to a minimum.

H. Media Relations

Dissemination of accurate information is a priority. The Town Mayor, Town Manager, or Public Information Officer will serve as the liaison for media inquiries. All news releases must be approved by the Town Manager prior to being released.

When contacted by representatives of the media, employees must contact the Public Information Officer or Town Manager immediately and should not speak directly to the media.

I. Social Media

The Town has implemented the following Town-specific pages or accounts on the following social media platforms: Facebook, Twitter, LinkedIn, Instagram, and YouTube, with possible expansion into additional platforms. Town social media accounts shall not be created, nor shall additional platforms be implemented, without approval by the Public Information Officer (PIO) or Town Manager.

Elected officials and Town employees who engage in personal use of social media outside of work may not use the trademark, logo, or name of the Town or that of any Town department or program, nor may they use their affiliation with the Town in association with that personal use. Elected officials and Town employees may not speak as representatives of the Town in the course of their personal use of social media. In cases where an individual’s personal use of social media may be perceived as being on behalf of the Town, such as if an individual identifies themselves as a Town official or employee or is widely known to be a Town official or employee, that individual shall include a visible disclaimer on their account to inform other users that their opinions are their own and do not represent those of the Town of Mead. The Town Manager shall be charged with interpreting this provision for all Town employees. An employee’s personal use of social media that is business-related may subject that employee and their personal account to this Policy and all other Town policies, including the Employee Handbook. Employees are advised that their conduct on social media may reflect on their fitness to perform their jobs.

All Town-sponsored social media accounts, pages, and their content are the property of the Town, regardless of which department or staff member creates, manages, or contributes to the content or what equipment is used to produce the content. As a result, the Town reserves the right to access, review, edit, remove, and disclose any such information at any time and without notice as required to maintain the integrity of its communications and information technology functions.

All comments and replies posted on any Town of Mead social networking tool, blog, or page are subject to the Colorado Open Records Act, C.R.S. §§ 24-72-201, et seq. The Town may use third-party services for archiving purposes. All information found on these pages or disseminated through a web application tool like Facebook are capable of being reprinted in newspapers, magazines, online or any other media format.

The Town of Mead encourages comments, concerns and questions regarding any of the topics on its social media pages. The Town encourages all commenters to engage in civil discourse and to be respectful of members of the community in their comments.

The Town of Mead reserves the right to deny access to its social media sites to any individual who violates this policy, at any time and without prior notice, upon consultation with the Town Attorney.

Persons who do not comply with this policy may be subject to appropriate discipline in accordance with Town policies, as applicable.

VIII. AT-WILL EMPLOYMENT AND DISCIPLINE

A. At-Will

The Town is an AT-WILL employer. The Town expects all employees to perform their job duties to the highest degree of professional and business standards at all times. It is the Town’s discretion to impose any corrective action or discipline it may deem appropriate. Action taken by management with respect to one individual case does not establish a precedent in another circumstance. The Town does not intend to create any expectation that an employee will be assured of a specific form of corrective action or discipline, such as, a verbal or written warning, counseling, performance plan or imposing an administrative leave with or without pay.

B. Reasons for Disciplinary Action

When performance or other behavior falls short of Town standards or expectations, management may take appropriate action to correct or resolve the situation. Disciplinary action can range from an informal discussion with the employee about the matter to immediate termination.

The Mead Police Department has separate procedures regarding discipline which comply with this document. Police Department employees will be made aware of the specific procedures as part of their departmental orientation.

The Town Manager, Department Head, or Human Resources may recommend and administer a means of corrective action or discipline that is consistent with the type and severity of the cause for the action. There is no requirement that the discipline following any particular pattern or steps in increasing severity. In other words, the Town may elect to terminate an employee for serious behavior without first taking a less severe disciplinary action. The action taken may affect an employee’s current pay, status, or terms of employment as follows.

A non-exhaustive list of possible disciplinary action includes:

Corrective Action

- Verbal Counseling - Supervisors verbally counsel employees regarding their work or performance.
- Written Reprimand - A written document issued by a supervisor indicating the specific reason(s) for the reprimand, as well as the steps and measures that must be taken to correct the conduct and performance issue.
- Performance Improvement Plan (PIP) - A written plan that identifies performance standards and provides an action plan with attainable goals allowing an employee to meet identified expectations.

Disciplinary Action

- Demotion - Placing of an employee in a position having lesser duties, responsibilities and pay.
- Suspension - An involuntary removal from the work site for a specified period of time with or without pay.
- Termination - Separation from employment with the Town.

C. Problem Resolution

Employees who disagree or are dissatisfied with a Town policy or procedure should promptly discuss the matter with their immediate supervisor, when appropriate. Normally, this discussion should be held within three (3) to five (5) days of the incident, or in a timely manner. Discussions held in a timely manner will enhance the Town’s ability to resolve concerns while the matter is fresh in everyone’s mind. The majority of misunderstandings can be resolved at this level.

If the solution offered is not satisfactory, or if it is inappropriate to go to the immediate supervisor, then employees are encouraged to follow the process described below. With the exception of matters pertaining to disciplinary action, performance evaluation or failure to grant a step or salary increase, an employee may file a complaint using the process below.

Complaint Process

Eligible employees may submit a complaint according to the following process:

1. An eligible employee may submit a written complaint to the next level of supervision within seven (7) calendar days of the notice of the immediate supervisor. The supervisor at this level and the employee shall attempt to resolve the matter. The supervisor shall notify the employee in writing of the supervisor’s decision within seven (7) calendar days of receipt of the complaint.
2. If the complaint is not settled at this level to the satisfaction of the employee, and the employee wishes to pursue the matter, the employee shall continue consistent with the procedure outlined, above, to present the complaint to successive levels of supervision, up to and including the Town Manager. The decision of the Town Manager shall be final in the complaint process.

3. In the event that an employee's complaint does not involve the employee's respective supervisors, the written complaint, upon concurrence of the Town Manager, shall be submitted directly to the Department Head of the employee's department, who shall notify the employee of the decision within seven (7) calendar days of receipt of the complaint. However, such complaint, in order to be considered by the Department Head, shall be submitted to the Department Head within fourteen (14) calendar days of the occurrence of the aggrieved action. The decision of the Department Head may be appealed directly to the Town Manager, whose decision shall be final.
4. The Town Manager may be requested to be involved at any stage of the complaint process by either the employee or the Department Head.

Effect of Failure to Follow Process

If the employee fails to proceed to successive levels of supervision within the time period specified, the employee shall be conclusively deemed to have waived and abandoned the complaint. The time limits specified in this complaint process may be extended by mutual consent between the employee and the supervisory level concerned.

Separation from Employment

If any eligible employee separates from employment with the Town for any reason, any complaint previously filed by the employee which is in process at the time of separation shall be terminated, with the exception of any pay-related or benefit-related complaint.

IX. SEPARATIONS

A. Resignation or Retirement

In order to leave Town service in good standing, a written resignation stating the reason for leaving and the last day of work should be given to the supervisor. Employees are encouraged to give as much notice as possible to ensure that Town services are not interrupted.

B. Medical, Dental and Vision Insurance

Upon separation, the employee's medical, dental and vision insurance is terminated at the end of the month of separation. The employee may have the option of continuing medical, dental and vision insurance coverage at the employee's expense in accordance with the federal COBRA legislation provisions.

C. Life Insurance

The employee's life insurance through the Town is terminated on the date of separation or, at the employee's request and expense, it may be transferred and continued by the employee.

D. Deferred Compensation

Upon separation, the employee is eligible to withdraw both the employee and Town’s contribution as defined in the Plan Documents.

E. Final Paycheck

The final check for employees who resign or retire from their employment with the Town will be processed in the next normal pay period. Final paychecks will be direct deposited or mailed unless the employee makes other arrangements. In the event an employee’s employment is involuntarily terminated, the final check will be processed immediately or as soon as practicable thereafter pursuant to state law.

An employee leaving Town employment is responsible for notifying Human Resources of any change in address so that subsequent documents can be appropriately forwarded.

F. Death of Employee

Upon the death of an employee, all accrued salary and PTO will be paid at their current rate of pay directly to the beneficiary designated on the employee's Town paid life insurance designation forms. Proceeds from eligible benefit plans will also be paid as designated on the employee's beneficiary forms.

X. EMPLOYEE SAFETY

A. Safety

It is the policy of the Town that the safety of its employees and the public is of the utmost importance. The prevention of accidents and injuries takes precedence over expedience. In the conduct of our business, every attempt should be made to prevent accidents from occurring. The Town requires that its employees work safely and comply with all applicable safety standards.

Visitors may not roam Town facilities without supervision. Visitors or strangers who enter a Town facility should be approached respectfully and their business ascertained. Visitors must not interfere with or unduly burden Town operations.

Employees are encouraged to bring to the attention of their immediate supervisor any unsafe conditions or practices. If possible, the employee or supervisor will immediately correct the identified unsafe condition or practice. Supervisors should communicate these conditions and practices to the safety coordinator, who will determine the appropriate course of action.

Senior management is actively involved with employees in establishing and maintaining an effective safety program. Our safety coordinator and other members of our organization participate with employees in ongoing safety and health program activities.

Employer Goals:

- Provide a safe workplace
- Provide safety and health education and training
- Review and update workplace safety rules

- Keep accurate and complete records

Employee Expectations:

- Report all unsafe conditions
- Immediately report all work-related injuries
- Wear required personal protective equipment
- Abide by the Town’s policies and safety rules

B. Cellular Phones

The Town is committed to promoting driving safety by encouraging the safe use of cell telephones. While the Town recognizes that there often is a business need to use cell phones, safety must be the first priority.

If an employee needs to make a phone call while driving, the individual should find a proper parking space first. Exercise extreme caution while using wireless electronic devices to prevent distracted driving. Texting while driving is against State law.

XI. EMPLOYEE DRUG AND ALCOHOL TESTING

A. Purpose

The Town is a drug-free workplace as required by the Drug-Free Workplace Act. It is both the Town’s and each employee’s responsibility to maintain such an environment. As required by the Drug-Free Workplace Act, as a condition of employment, each employee must notify the Town in writing of his or her conviction, or pleading of guilty or no contest, for a violation of a criminal drug statute not later than five (5) calendar days after such conviction. Upon notification of any such conviction or plea, the Town will take action in compliance with the Drug-Free Workplace Act and Regulations.

Colorado’s marijuana laws, medical and otherwise, provide employers with the right to have and enforce their drug policies with respect to marijuana. Currently marijuana is a Schedule I controlled substance under the Controlled Substances Act of 1970. As such, any use of marijuana, medical or otherwise, is against Federal law.

Be advised that a positive drug test for marijuana constitutes a violation of the Town’s drug and alcohol policy and may lead to an applicant not being employed or a current employee being subject to disciplinary action.

When an employee must take prescription or over-the-counter drugs, the employee must ask the medical professional or other authorized health care practitioner if the drug has any side effects which may impair the employee’s ability to safely or productively perform the employee’s job duties. If there is potential impairment of the employee’s ability to work safely or productively, the employee must report this information to their supervisor. With input from the employee, the Town will determine if the employee should work in his/her regular job, be temporarily assigned to another job or placed off-work. Any violation of this policy will result in disciplinary action.

Employees paid to be “on-call” shall not consume alcohol or drugs during “on- call” hours.

Whether off duty or “on-call,” it is the employee’s responsibility when called back to work to advise the supervisor of his/her fitness for duty. It is a violation of this policy for an employee to return to work in an apparently intoxicated condition or to fail to advise their supervisor of their impaired condition.

Under the Town’s drug policy, any conduct involving illegal drugs or controlled substances, as defined by State or Federal law, can result in disciplinary measures.

B. Scope

This policy applies to all Town employees except where a provision is limited to employees required to possess a Commercial Driver’s License (CDL) or employees performing a safety sensitive function.

C. Reasons for Testing

1. Pre-employment

All persons seeking employment with the Town shall undergo post-offer, pre-employment drug testing. Applicants will be informed that as a condition of employment they must pass a drug-screening test.

Applicants who refuse to submit to testing will not be hired.

2. Reasonable Suspicion

Reasonable suspicion means that the actions, appearance or conduct of an employee, while on-the-job, are indicative of the use and/or presence in the employee’s body of a controlled substance or alcohol. Reasonable suspicion is based on specific, contemporaneous, articulable observations concerning the appearance behavior, speech or body odors of the employee.

If reasonable suspicion exists to believe that an employee, while on-the-job, is impaired by alcohol or illegal drugs, a supervisor, the Department Head, Human Resources or the Town Manager may require the employee to submit to testing. Reasonable suspicion may be based on the following or on other facts and circumstances:

- Witnessed by at least one (1) supervisor and corroborated by another supervisor or manager, if available, of the employee’s unusual demeanor, appearance or conduct, or irrational behavior (e.g., slurred speech, lack of balance, excessive aggressiveness, docility, or drowsiness), smell of alcohol or illegal drugs;
- Suspected possession of or use of alcohol or illegal drugs on-the-job;
- Difficulty in performing or inability to perform normal job function.

The Town will arrange to transport the employee to the testing site and will arrange for the employee’s transport home. An employee who is suspected of drug or alcohol use shall not be allowed to return to work while awaiting the results of testing. If the employee holds a CDL license, the employee may not drive a commercial vehicle until results are received and confirmed negative.

3. Post-Accident

An employee must submit to drug and alcohol testing after an on-the-job accident. An accident for purposes of this policy is defined in which:

- A person dies or requires medical treatment;
- Property damage is estimated at greater than \$1,000; or
- The accident involves a motor vehicle accident.

The term “motor vehicle accident” includes an accident which involves either a Town vehicle or the employee’s personal vehicle during the course of performing Town job duties and results in:

- A fatality or bodily injury to anyone;
- A citation, tow away, or injury related accident; or
- Property damage sustained while using a Town vehicle or personal vehicle for business.

Employees must immediately contact their supervisor or Human Resources to report any accident or police citation. The Town will arrange to transport the employee to the testing site and will arrange for the employee’s transport home. The employee shall not be allowed to return to work while awaiting the results of testing. HR will notify the employee when return to work is approved.

4. Random Testing

Random testing applies to all employees who are required to hold a CDL in order to perform their job for the Town and may apply to employees performing a safety sensitive function. Employees will be subject to controlled substance testing and alcohol testing at any time on a random basis as a term and condition of employment. Upon being notified of selection, the employee must immediately proceed to the testing site.

Random testing will be spread reasonably throughout the year and will be unannounced to ensure that no employee receives advanced knowledge of the time of testing. All employees will have an equal chance of being selected each time a random selection is made.

An employee shall only be tested for alcohol while performing safety- sensitive functions, just before performing safety-sensitive functions, or just after performing such functions. Safety sensitive functions include but are not limited to:

- All time at the Town or on any public property, waiting to be dispatched unless the employee has been relieved from duty by the Town;
- All time inspecting equipment as required by the law or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
- All time spent at the driving controls of a commercial motor vehicle in operation;
- All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth;
- All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and

- All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

D. Testing Procedures

1. Controlled Substances

Controlled substance screening shall be conducted in a laboratory certified by the Department of Health and Human Services (DHHS) and in accordance with the Procedures for Transportation Workplace Drug Testing Programs. All controlled substance screening includes split sampling which provides that a urine sample be split into two separate containers.

Precautions shall be taken to ensure that the specimen is not adulterated or diluted during the collection procedure and that the information on the sample matches the information on the custody and control form.

Dilute test results will be treated as follows:

- Dilute positives are treated as a verified positive test;
- Dilute negatives with the creatinine concentration equal to or greater than 2 mg/dL but less than or equal to 5 mg/dL will be retested under direct observation. A second dilute negative result will be treated as a negative test result;
- Dilute negatives with the creatinine concentration greater than 5 mg /dL will be retested. A second dilute negative result will be treated as a negative test result unless the Medical Review Officer (MRO) directs the Town to retest under direct observation.

The substance screen will test for the following drugs – marijuana, cocaine, opiates, amphetamines, phencyclidine (PCP) and ecstasy.

The Town shall employ a Medical Review Officer (MRO) who will receive the laboratory results of the testing procedure. The MRO shall be a licensed physician and have knowledge of substance abuse disorders and appropriate medical training to evaluate positive test results, medical history, and any other relevant biomedical information. The MRO shall review all medical records made available by the tested individual when a confirmed positive test could have resulted from legally prescribed medication.

If the results of the initial test are negative, the testing laboratory will report the results to the MRO retained by the Town. The MRO or the testing laboratory reports the negative results to the Town. In this instance, no additional tests on the specimen will be done. Any positive initial test will be confirmed by a gas chromatography / mass spectrometry (GC / MS) test. Only specimens that are confirmed positive on the second (confirmatory) test are reported positive to the MRO for review and analysis. In the case of positive test result, the MRO will contact the employee personally.

The MRO shall also review all specimens which are found to be adulterated or substituted specimens. In the instances of an adulterated or substituted specimen, the MRO will provide the employee an opportunity to present a legitimate medical explanation. If no legitimate medical explanation is provided, the MRO will report the verified adulterated or substituted specimen to the Town. The Town will consider the verified adulterated or substituted specimen as a refusal to test and immediately remove the employee from performing safety sensitive functions, if applicable. The employee may then be subject to disciplinary action.

The MRO will be the sole custodian of the individual test results. The MRO will advise the Town only of whether the test results were negative or positive.

After receiving notification of a verified positive test, an adulterated or substituted specimen, the employee may request that the split sample be analyzed. Such a request must be made within seventy-two (72) hours of notification of the verified positive test. If such request is made, the sample will be tested at another DHHS certified laboratory, at the employee's expense. Upon written request within seven (7) days of a verified positive test, the employee may obtain copies of any records pertaining to his or her controlled substance tests.

2. Alcohol Testing

Alcohol testing shall be conducted by a Breath Alcohol Technician (BAT) using an Evidential Breath Testing Device (EBT). The employee will provide a breath sample. If the employee's alcohol concentration is greater than .02, a second confirmation test will be performed.

E. Test Results

Test results shall be held in confidence and shall only be disclosed to the employee tested and any personnel involved in supervisory or disciplinary capacities with regard to the employee. Employees who test positive for drugs or alcohol are in violation of this policy and may be subject to disciplinary action.

The following applies to all employees who are required to hold a CDL in order to perform their job for the Town and may apply to employees performing a safety sensitive function:

If an employee tests positive for a controlled substance or has an alcohol concentration of .02 or greater, the employee will be removed from safety-sensitive functions.

To be eligible to return to work after testing at an alcohol concentration of .02 to .039, the employee must be off duty for at least 24 hours. Pursuant to the Town policy, employees testing between 0.02 and 0.039 may be subjected to disciplinary action.

To be eligible to return to work after a positive controlled substance test or test indicating an alcohol concentration of .04 or greater, the employee must be evaluated by a Substance Abuse Professional (SAP). The employee will be supplied a list of SAP's and treatment will be at the employee's expense. If the SAP determines that additional treatment is necessary, the employee must complete such treatment. In addition, the employee will be subject to follow-up testing.

The above consequences are minimum requirements as set by the Department of Transportation (D.O.T.). Compliance with the above does not guarantee an employee will be returned to work following a violation of this policy. Employees may be subject to disciplinary action, regardless of eligibility to return to work under the D.O.T regulations.

Before an employee returns to work requiring the performance of a safety-sensitive function after violating the alcohol or controlled substance provisions outlined by the D.O.T, the employee shall undergo a return-to-duty test with a result indicating a verified negative result.

F. Definition of Policy Violations

Alcohol: Any employee who is tested as having two one-hundredths (0.02) or more grams of alcohol per one hundred (100) milliliters of urine or per two hundred ten (210) liters of breath, will be deemed impaired by alcohol.

Drugs: Any employee testing positive for an illegal drug, including marijuana, will be deemed to have illegally used drugs.

G. Voluntary Treatment

An employee may enter into a drug or alcohol rehabilitation agreement with the Town if, prior to referral for a drug or alcohol test under any of the circumstances outlined in the policy, the employee advises the Town that the employee has a drug or alcohol problem and requests a rehabilitation agreement.

H. Refusal to Submit to Testing

An employee who refuses to submit to drug and alcohol testing in compliance with this policy shall be deemed to have tested positive for illegal drugs or to be impaired by alcohol on-the-job. Refusal to submit to testing includes any of the following:

- refusal to appear for testing,
- failure to remain at the testing site until the testing process is complete,
- failure to provide a urine specimen,
- in instances of observed or monitored collection, failure to allow observation or monitoring,
- refusal to sign the testing form,
- failure to provide adequate breath,
- failure to take a second test as directed,
- otherwise fail to cooperate in the testing process,
- perform any actions which prevent the completion of the test,
- a test result reported by the MRO as a verified adulterated or substituted test,
- inability to provide sufficient quantities of breath or urine to be tested without a valid medical explanation,
- failure to undergo a medical examination or evaluation when directed,
- tampering with, attempting to adulterate, adulteration or substitution of the specimen, or interference with the collection procedure,
- not reporting to the collection site in the time allotted; or
- leaving the scene of an accident without a valid reason before the tests have been conducted.

I. Results of Drug and Alcohol Use

Any employee found to be impaired by alcohol on-the-job, using illegal drugs or testing positive for illegal drugs may be subject to disciplinary action.

XII. MISCELLANEOUS PROVISIONS

A. Nepotism

The Town has a nepotism policy that prohibits direct supervision by another relative. A relative may not be in a position that audits, verifies, receives, or is entrusted with money received or handled by another relative.

A “relative” in this context is defined as the employee's spouse, domestic partner or fiancée, child, stepchild or grandchild, parent, grandparent, sibling, half-brother, or half-sister, or any of those relationships arising through adoption or marriage, or any other member of the employee's immediate household.

No person shall be hired, promoted, demoted, or transferred to a position which would result in them being supervised by an individual with whom they are involved with in a dating relationship. A “dating” relationship is defined as a relationship that may be reasonably expected to lead or has led to the formation of a consensual romantic or sexual relationship.

This policy applies to all employees regardless of gender or sexual orientation of individuals involved. Failure to follow this policy may result in disciplinary action.

B. Town Property

Town employees must not use or permit the use of Town owned or leased property or facilities, vehicles, equipment, materials or Town personnel or Town contractors for personal use. The appropriate Department Head may approve use of equipment by employees to improve occupational skills. Systems, procedures, reports, equipment, and information developed by, or on behalf of, the Town, whether by its employees or by other persons are the sole property of the Town and must not be given or loaned to or shared with any other person, company or organization without the written permission of the Department Head.

Town equipment is provided to employees for them to efficiently complete their job. While accidents can happen and Town equipment may become damaged, this can result in unnecessary costs to replace the equipment, as well as employee downtime while waiting on the replacement equipment. Employees are to use extreme care with all Town equipment to avoid damage to Town property. If there is a clear indication that Town equipment was damaged as a result of an employee's negligence or inappropriate use or actions, the employee will be reprimanded.

Items that are for individual employee's use, such as an I.D. card, uniforms, cell phones, keys and similar items, must be returned upon the employee's separation or disciplinary suspension. Employees are responsible for the proper care and use of all Town property used or in their possession.

C. Personnel Records

Certain individual personnel records are closed for inspection to the public according to Colorado Revised Statute Section 24-72-101, et seq. The employee, the employee's supervisor, the Town Manager or designee, legal counsel for the Town and Human Resources have access to individual employees' personnel files. No personnel files, or portion thereof, will be removed from Human Resources without the specific authorization of Human Resources.

Requests for employee information are often made by various organizations or individuals for

information about past and present employees. All requests for information about employees are to be directed to Human Resources, who will not release any information, except as required by State law, without the written authorization of the employee.

D. Bulletin Boards

The Town maintains bulletin boards throughout its facilities. These boards are one of the places where notices may be posted. Special notices and other information from the Town are posted and it is to the employee's advantage to consult these boards regularly.

E. Gift Ban

To prevent the perception of persuasion, no public employee either directly or indirectly can be the beneficiary of a gift or thing of value greater than fifty dollars (\$50) in any calendar year. This policy applies to gifts given to the employee, employee's spouse or dependent child(ren).

F. Personal Business

Personal business should be conducted either before or after work or during breaks. Personal phone calls, emails, and texts are discouraged during working hours. More than infrequent conducting of personal business during working hours is prohibited.

G. Driver's License

Town employees must hold a valid Colorado driver's license, or Commercial Driver's License (CDL) if required. Employees must report any changes to the status of their driver's license immediately to their supervisor and Human Resources.

It is the responsibility of any Town employee to provide a records release waiver to allow the Town to verify his or her driver's license status annually, and to maintain auto liability coverage as required by law.

H. Professional Certifications

Many positions require specific certifications or licenses, and employees in such a position must comply with any requirement(s). Employees are encouraged to engage in their own career development and should request to attend trainings and certifications that support growth in their positions and for their department at the Town. Supervisors will approve or deny requests based on budgetary constraints and the professional development results provided to the Town.

A record of such will be maintained in each personnel file. Employees must report any changes to the status of these certifications immediately to their supervisor. Loss of the proper certifications may result in termination.

I. Whistleblower Protection Policy

The Town is committed to maintaining ethical and legally compliant work practices and believes that employees should never suffer retaliation from their supervisors or hiring authorities for communicating information about illegal activities, unethical practices or other forms of official misconduct experienced or witnessed by employees in the scope of their employment.

Employees who believe that such conduct such as, but not limited to, theft, fraud, or other illegal acts while on-the-job should report those concerns immediately. Similarly, no employee should be required to commit an illegal act or engage in an unsafe work practice. Employees should report these types of directives or any potential violation immediately to Human Resources or the Town Manager.

J. Tuition Reimbursement

The purpose of the Tuition Reimbursement Program is to provide educational opportunities to employees who wish to further their education and enhance their skills to better perform their job. Employees who intend to participate in the Tuition Reimbursement program should advise their Department Head or Human Resources as far in advance as possible so that budgetary considerations may be made for the following fiscal year.

The Town provides tuition reimbursement to all full-time employees who have been employed with the Town for at least one (1) year. The Town will reimburse employees up to three thousand dollars (\$3,000) per fiscal year, contingent upon availability of funds, after the supporting documentation of grades and expenses have been submitted to Human Resources.

A Tuition Request and Reimbursement Agreement must be filled out and approved by the Department Head. The form must then be submitted to Human Resources for final approval prior to the first day of class.

After the class has been successfully completed, all receipts and final grade must be submitted to Human Resources. At that time, the request will be processed for payment. The amount of reimbursement is dependent on the grade that was received:

GRADE	AMOUNT REIMBURSED
C or above	100% reimbursed
D or below	0% reimbursed
Pass/Certificate of completion	100% reimbursed

Reimbursement can be for tuition, books and related course fees paid less any amounts received by other sources such as scholarships, grants, veteran's programs, US military reserves, or other aid programs. Costs associated with supplies, parking, travel or other expenses are not eligible for reimbursement.

This policy applies to semester, quarter, or on-line coursework which is offered by accredited junior colleges, colleges, universities, or business/professional/trade/technical schools that is directly applicable to an employee's current position. It is not intended to be used for short seminars, one day or week courses, certifications, or conferences. Classes will be approved on an individual basis.

XIII. DEFINITIONS

Anniversary Date: This date may be the date of hire or the date of last promotion or transfer, if applicable and used to schedule performance reviews.

Hiring Authority: A Department Head or higher-level position that has the authority to make original appointments or recommend such appointments.

Board: The Board of Trustees.

COBRA: The Consolidated Omnibus Budget Reconciliation Act of 1985 provides people the right to buy continuing health insurance after termination through their former employers.

Compensatory Time: Alternative methods of compensation for time worked in excess of the scheduled work period (may be a day or a week), pursuant to the Fair Labor Standards Act (FLSA).

Corrective Action: The counseling or reprimand of an employee for the purpose of communicating areas that require improvement in the employee's conduct or performance. Corrective action may be a step of disciplinary action, which may or may not result in termination.

Date of Hire: The date an employee begins work at the Town and upon which all benefits are based.

Demotion: The movement of an employee from a position in one class to a position in another class, having a lower maximum salary rate than the original class, or the movement of an employee to a lower salary in the same class.

Department Head: An individual who is regularly responsible for directing and managing the overall operations, and having the authority to recommend transfer, suspension, lay off, promotion, or discharge; assign, reward or recommend discipline within the department. These positions serve at the will of the Town Manager.

Disciplinary Action: Documented verbal warning, written reprimand, suspension, demotion, dismissal, or any other documented action taken in a disciplinary manner involving an employee.

Employee: A person in a paid position with the Town who is present for services or work performed on a non-contractual basis, or who is on a leave of absence without pay that has been approved by the Department Head. This definition includes all full-time, part-time, and temporary employees. This definition excludes elected municipal officials, independent contractors, all volunteer personnel and retirees from the Town.

Employees-Exempt: An employee who is exempt from the overtime provisions of the Fair Labor Standards Act (FLSA). An exempt employee is not eligible for overtime compensation.

Employees-Nonexempt: An employee who is "not exempt" from the provisions, specified by the Fair Labor Standards Act (FLSA). A non-exempt employee is eligible for overtime compensation.

Employee Part-Time: An employee who has been hired to a part-time authorized classified position of the Town, who is authorized to work less than forty (40) hours as assigned on a regular basis during the designated work week.

Employee Full-time: An employee who has been hired to a full-time authorized classified position of the Town, who is authorized to work at least forty (40) hours as assigned on a regular basis during the designated work week.

Employee-Temporary: An employee who has received employment for a period of time not to exceed one year, who is not serving in a temporary position with benefits.

Evaluation Period: A working test period following an original hiring, a promotion, a lateral transfer or a demotion during which an employee is required to demonstrate the ability to sustain satisfactory performance

throughout the employee's employment with the Town.

Examination: A written, oral, physical, or skill test, or a combination of these tests specifically used to assist in evaluating an applicant's qualifications for a particular position.

Fair Labor Standards Act (FLSA): Federal law that governs work hours and compensation for overtime work.

Fringe Benefit: Any form of compensation in addition to the base salary as adopted by the Board of Trustees. Paid time off, health and life insurance, savings plans, educational reimbursement, and other benefits are considered as fringe benefits. Fringe benefits are subject to change, with or without notice.

Holiday: The period between 12:01 A.M. and the following midnight of the date on which a holiday designated by this policy falls.

Essential Employee: An essential employee is an employee who is in a critical position necessary to the uninterrupted operation of the Town as defined by the Town Manager or Department Head.

Lateral Transfer: The movement of an employee from one position to another position of the same class having an identical pay range, involving the performance of similar duties, and requiring essentially the same level of qualifications.

Layoff: The separation of an employee from municipal service, which has been made necessary by lack of work or funds. This term includes those separations initially expected to be temporary as well as those resulting from the elimination of a position.

On-Call Duty: A requirement to remain readily accessible through telephone or pager communications and be available to report to work if the need arises.

Overtime: Work other than the normally scheduled work time that is scheduled by the supervisor or other management person. Overtime may be scheduled with or without notice and is mandatory unless, excused in writing in advance by the supervisor.

Overtime Pay: Monetary compensation for non-exempt employees for hours worked beyond the forty (40) hours in a workweek as designated by the Fair Labor Standards Act (FLSA). Commissioned police officers may work under a different work week.

Paid Time Off (PTO): PTO is paid time off for all vacation, absences for personal business and employee or dependent illness.

Position: A group of current duties and responsibilities requiring the full-time, temporary, or part-time services of one employee.

Position Description: The written description of a class, including the title, a statement of the nature of the work, examples of duties and responsibilities, the requirements, and the essential functions that are necessary for the satisfactory performance of the duties of the class.

Position Title: The title that is assigned to any particular class and used for reference to that class.

Promotion: The movement of an employee from a position of one class to a position of another higher class having greater or increased responsibilities and pay.

Promotional Examination: An examination for positions in a particular class for which admission is limited to employees who meet the qualifications set forth in the position specifications.

Recall Pay: Monetary compensation for non-exempt employees who work irregular or occasional overtime on a day when no work is scheduled or at a time which requires the employee to return to the place of employment from an off-duty status.

Reclassification: The official determination by the Town Manager or designee that a position is assigned to a class different from the one to which it was previously assigned.

Relative: The employee's spouse, domestic partner or fiancée, child, stepchild or grandchild, parent, grandparent, sibling, half-brother or half-sister, or any of those relationships arising through adoption or marriage, or any other member of the employee's immediate household.

Safety-Sensitive Position: A position designated by the Town as one that has functions that are sensitive or critical in nature. These positions are subject to pre-employment drug testing and/or more rigorous selection criteria.

Scheduled Workday: The hours that are specified by the Town Manager or Department Head, which an employee receives the employee's base salary.

Scheduled Work Period: The workdays specified by the Town Manager or the Department Head as the days on which an employee will work for the employee's base salary.

Separation: The voluntary or involuntary severance of an employee's employment with the Town.

Substance Abuse Professional (SAP): A person who evaluates employees who have violated a DOT drug and alcohol program regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

Supervisor: Any individual having authority in the interest of the Town to evaluate other employees, or having responsibility to direct them, or to adjust their grievances, or effectively having the authority to recommend such action, if the exercise of such authority is not merely routine or clerical in nature, but requires the use of independent judgment.

Suspension: The temporary separation of an employee from performing their regularly assigned duties with or without pay for disciplinary reasons or pending the outcome of an investigation involving the employee.

Work Period: The work period for full-time non-exempt employees is forty (40) hours in a seven (7) day period except for sworn police officers, which is eighty (80) hours in a fourteen (14) day period.

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XIV. EMPLOYEE ACKNOWLEDGEMENT

The Town of Mead Employee Handbook is designed to acquaint the employee with the organization and provide the employee with information about working for the town. The handbook is neither all-inclusive nor exhaustive, but instead is intended to provide the employee with a summary of some of the town’s guidelines. This edition replaces all previously issued editions.

I, the undersigned, hereby acknowledge and state that I have been provided with a copy of and have read and understand the Town of Mead’s policies within this Handbook.

I understand that employment with the Town is at-will. I have the right to end my work relationship with the Town, with or without advance notice, for any reason. The Town has the same right.

I understand the language used in this Handbook and any verbal statements of management are not intended to constitute a contract of employment, either express or implied, nor are they a guarantee of employment for a specific duration.

I understand that the Board of Trustees of the Town has the right to change the guidelines and benefits of the Town at any time without notice.

I understand that no representative of the Town, other than the Town Manager, has the authority to enter into an employment agreement for any specified period and such agreement must be in writing, signed by the Town Manager and myself. I understand we have not entered into such an agreement.

I understand that I am responsible for knowing and complying with policies in this Handbook and any other policies and procedures established by the Town, including any written and oral instructions from supervisors.

PRINTED NAME

SIGNATURE

DATE



Agenda Item Summary

MEETING DATE: November 14, 2022

SUBJECT: **Resolution No. 85-R-2022** – A Resolution of the Town of Mead, Colorado, Approving Acquisition (Lease) of a 2022 Ford Police Interceptor Utilizing the Master Equity Lease Agreement with Enterprise Fleet Management (EFM) Dated January 14, 2021

PRESENTED BY: Brent Newbanks, Chief of Police

SUMMARY

Staff is recommending the lease purchase of a 2022 Ford Interceptor SUV to replace the patrol unit that was crashed and a total loss.

On October 27, 2022, patrol vehicle #4, a 2018 Ford Interceptor, was involved in a crash that caused severe damage to the front of the vehicle and caused the airbag to deploy. CIRSA appraised the vehicle at a total loss and is offering the town \$21,950 as a settlement. Unit #4 was owned by the Town and not part of the Fleet Management program which is currently in place.

In 2021, the Town moved to a leasing program for both Police and Public Works vehicles. All fleet management of the leased vehicles is handled by Enterprise Fleet Management (“EFM”), including acquisition, outfitting, and trade-in. The vehicles are acquired through state bid pricing. Cooperative purchasing allows the Town to utilize competitive solicitations that meet or exceed local requirements and obtain the best pricing due to volume discounts.

EFM is able to secure a new replacement vehicle for the damaged vehicle. The vehicle is out of state and will need to be shipped to Colorado and then outfitted. The specialty equipment from the damaged vehicle will be removed and installed in the unmarked 2018 Ford Interceptor currently being driven by Chief Newbanks. This equipment will not fit in a 2022 vehicle. By reusing this equipment and keeping the new vehicle as unmarked, we will save in overall upfitting costs.

FINANCIAL CONSIDERATIONS

The total cost of the vehicle is:	
Vehicle cost (state bid pricing)	\$ 39,348.00
Upfitting	\$ 9,365.00
Delivery	\$ 1,075.00
Total cost	\$ 49,788.00

On a four-year lease, the annual lease cost is \$11,925.00. The 2022 and proposed 2023 budget will be updated to reflect these amounts if approved.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends the approval of this purchase agreement.

A motion to approve the Consent Agenda will approve this item. If the item is removed from the Consent Agenda, the following motion is suggested:

Suggested Motion –

“I move to approve Resolution No. 85-R-2022, a resolution of the Town of Mead, Colorado, approving the acquisition (lease) of a 2022 Ford Police Interceptor utilizing the Master Equity Lease Agreement with Enterprise Fleet Management (EFM) dated January 14, 2021.”

ATTACHMENTS

Resolution No. 85-R-2022

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 85-R-2022**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING
ACQUISITION (LEASE) OF A 2022 FORD POLICE INTERCEPTOR
UTILIZING THE MASTER EQUITY LEASE AGREEMENT WITH
ENTERPRISE FLEET MANAGEMENT (EFM) DATED JANUARY 14, 2021**

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

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

WHEREAS, Enterprise Fleet Management has a 2022 Ford Police Interceptor available to replace a 2018 vehicle which was damaged beyond repair; and

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

WHEREAS, the Board of Trustees desires to lease the Vehicle utilizing the term of the Lease Agreement; and

WHEREAS, Town Staff has secured a lease rate quote (Quote No. 6848720 dated 11/09/2022) from Enterprise (a copy of the quote is on file with the Town Clerk); and

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

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

Section 1. Determination of Need. The Board of Trustees of the Town has determined that a true and real need exists for the acquisition of a 2022 Ford Police Interceptor.

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

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

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

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 14TH DAY OF NOVEMBER, 2022.

ATTEST:

TOWN OF MEAD:

By _____
Mary E. Strutt, MMC, Town Clerk

By _____
Colleen G. Whitlow, Mayor

Prepared For:

Town of Mead
Strutt, Mary

Unit #

26GZ74

Year

2022

Make

Ford

Model

Police Interceptor Utility

Series

Base All-Wheel Drive

Date

11/11/2022

AE/AM

JB0/JB0

Vehicle Order Type

Ordered

Term

48

State

CO

Customer#

608136

\$ 39,348.00		Capitalized Price of Vehicle ¹
\$ 0.00	*	Sales Tax <u>0.0000%</u> State <u>CO</u>
\$ 949.28	*	Initial License Fee
\$ 200.00	*	Registration Fee
\$ 400.00	*	Other:Courtesy Delivery Fee
\$ 0.00	*	Capitalized Price Reduction
\$ 0.00	*	Tax on Capitalized Price Reduction
\$ 0.00		Gain Applied From Prior Unit
\$ 0.00	*	Tax on Gain On Prior
\$ 0.00	*	Security Deposit
\$ 0.00	*	Tax on Incentive (Taxable Incentive Total : \$0.00)

\$ 39,348.00	Total Capitalized Amount (Delivered Price)
\$ 818.44	Depreciation Reserve @ <u>2.0800%</u>
\$ 175.26	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 993.70	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

Commercial Automobile Liability Enrollment

Liability Limit \$0.00

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
\$ 0.00	Full Maintenance Program ³ Contract Miles <u>0</u>	OverMileage Charge	<u>\$ 0.0000</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

\$ 0.00	Additional Services SubTotal
\$ 0.00	Sales Tax <u>5.9000%</u> State <u>CO</u>
\$ 993.70	Total Monthly Rental Including Additional Services
\$ 62.88	Reduced Book Value at <u>48</u> Months
\$ 400.00	Service Charge Due at Lease Termination

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

Notes

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

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

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE

Town of Mead

BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor anyManufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been UsedBy Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

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

99



Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Legacy Auto Transporter	B	\$ 1,075.00
Total Aftermarket Equipment Billed		\$ 1,075.00
Total Aftermarket Equipment Capitalized		\$ 0.00
Aftermarket Equipment Total		\$ 0.00

VEHICLE INFORMATION:

2022 Ford Police Interceptor Utility Base All-Wheel Drive - US

Series ID: K8A

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$39,877	\$41,110.00
Total Options	\$376.00	\$400.00
Destination Charge	\$1,495.00	\$1,495.00
Total Price	\$41,748.00	\$43,005.00

SELECTED COLOR:

Exterior:

UM-(0 P) Agate Black

Interior:

F6-(0 I) Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Cloth Rear

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
119WB	119" Wheelbase	STD	STD
425	50 State Emission System	STD	STD
44B	Transmission: 10-Speed Automatic	Included	Included
500A	Order Code 500A	NC	NC
55F	Remote Keyless Entry Key Fob w/o Key Pad	\$320.00	\$340.00
99W	Engine: 3.3L V6 Direct-Injection Hybrid System	Included	Included
F	Unique HD Cloth Front Bucket Seats w/Cloth Rear	\$56.00	\$60.00
F6_01	(0 I) Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Cloth Rear	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDAX	3.73 Axle Ratio	Included	Included
STDGV	GVWR: 6,840 lbs (3,103 kgs)	Included	Included
STDRD	Radio: AM/FM/MP3 Capable	Included	Included
STDTR	Tires: 255/60R18 AS BSW	Included	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel	Included	Included
SYNC3	SYNC 3 Communications & Entertainment System	Included	Included
UM_01	(0 P) Agate Black	NC	NC

CONFIGURED FEATURES:

Section 9, Item g.

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote manual folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Spoiler: rear lip spoiler
Door Handles: black
Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip
Front Tow Hooks: 1 front tow hooks
Body Material: galvanized steel/aluminum body material
: class III trailering with harness, hitch
Body Side Cladding: body-coloured bodyside cladding
Grille: black grille

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Trunk/Hatch/Door Remote Release: power cargo access remote release
Power Windows: power windows with driver and passenger 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Dashboard Storage: dashboard storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 4 speakers
Internet Access: Fleet Telematics Modem internet access
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: projector beam LED low/high beam headlamps
Front Wipers: variable intermittent speed-sensitive wipers wipers
Rear Window wiper: fixed interval rear window wiper with heating wiper park
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter

Clock: in-radio display clock
Systems Monitor: systems monitor
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Spare Tire Type: full-size spare tire
Spare Tire Mount: spare tire mounted inside under cargo
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Electronic Stability: electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: manual driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Rear Seat Type: rear 35-30-35 split-bench seat
Rear Folding Position: rear seat fold-forward seatback
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert
Shift Knob Trim: urethane shift knob
Interior Accents: metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light
Cargo Tray: cargo tray/organizer

Standard Engine:

Engine 318-hp, 3.3-liter V-6 (hybrid regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD

Section 9, Item g.



Agenda Item Summary

MEETING DATE: November 14, 2022

SUBJECT: **Resolution No. 86-R-2022** – A Resolution of the Town of Mead, Colorado, Accepting a Grant for the COPS Hiring Program, Administered by the U.S. Department of Justice, Office of Community Oriented Policing Services (“COPS Office”) and Creating Two New Police Officer Positions

PRESENTED BY: Brent Newbanks, Chief of Police

SUMMARY

In May, 2022, the Board of Trustees authorized the application of a grant to the COPS Hiring Program (“the Program”) by adopting Resolution No. 41-R-2022. The Mead Police Department (“Mead PD”) received notification on October 13, 2022 that the full grant amount has been approved in the amount of \$250,000. This grant will provide funding for the salary and equipment for two (2) additional police officers over a three (3) year period. The Town’s funding over the same three-year period was estimated to be \$316,504.82, with the total amount of funding necessary being \$566,504.82.

According to the grant award, the Town must accept the award within 45 days. Staff recommends accepting this award and approving the hiring of two additional police officers. The additional police officers will assist the Mead PD in providing community policing services to the Town of Mead.

FINANCIAL CONSIDERATIONS

Over a three-year term, the estimated cost of two additional officers to the Town is \$566,504.82, \$250,000 of which will be reimbursed by the grant.

STAFF RECOMMENDATION/ACTION REQUIRED

The Resolution is included in the November 14th consent agenda. A successful motion to approve the consent agenda will approve the resolution.

If this item is removed from the consent agenda for additional discussion by the Board of Trustees, Town Staff recommends the following motion:

I move to adopt Resolution No. 86-R-2022 – A Resolution of the Town of Mead, Colorado, Accepting a Grant for the COPS Hiring Program, Administered by the U.S. Department of Justice, Office of Community Oriented Policing Services (“COPS Office”) and Creating Two New Police Officer Positions

ATTACHMENTS

Resolution No. 86-R-2022
Award Letter October 13, 2022

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 86-R-2022**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO,
ACCEPTING A GRANT FOR THE COPS HIRING PROGRAM,
ADMINISTERED BY THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF
COMMUNITY ORIENTED POLICING SERVICES (“COPS OFFICE”) AND
CREATING TWO NEW POLICE OFFICER POSITIONS**

WHEREAS, the U.S. Department of Justice, Office of Community Oriented Policing Services (the “COPS Office”) provides grant opportunities 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 Town of Mead Board of Trustees adopted Resolution No. 41-R-2022 on May 31, 2022, authorizing an application for the COPS grant; and

WHEREAS, on October 13, 2022, the Mead Police Department (“MPD”) received notification of a grant award in the amount of \$250,000 to provide for two new police officers over a three (3) year period; and

WHEREAS, under the grant award provisions, 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 accept the grant award and create two (2) new police officer positions;

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 MPD Chief of Police or the Town Manager (or their respective designee(s)) to accept the grant award on behalf of the Town; (2) authorizes the creation of two new police officer positions effective October 13, 2022; and (3) authorizes the Town Treasurer to update the 2022 and proposed 2023 approved positions.

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 14th DAY OF NOVEMBER, 2022.

ATTEST: **TOWN OF MEAD**

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

By: _____
Colleen G. Whitlow, Mayor

▼ Award Letter

October 13, 2022

Dear Brent Newbanks,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by TOWN OF MEAD for an award under the funding opportunity entitled 2022 FY 2022 COPS Hiring Program. The approved award amount is \$250,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

ROBERT CHAPMAN
Acting Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity

Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

Section 9, Item h.

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

▼ Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

MEAD, TOWN OF

UEI

GZSJK7MBMSZ6

ORI Number

Street 1

441 3RD ST

Street 2**City**

MEAD

State/U.S. Territory

Colorado

Zip/Postal Code

80542

Country

United States

County/Parish

Province

Award Details

Federal Award Date

10/13/22

Award Type

Initial

Award Number

15JCOPS-22-GG-04041-UHPX

Supplement Number

00

Federal Award Amount**Funding Instrument Type**

Assistance Listing Number Assistance Listings Program Title

16.710 Public Safety Partnership and Community Policing Grants

Statutory Authority

The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. § 10381 et seq

☐ I have read and understand the information presented in this section of the Federal Award Instrument.

▼ Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2022 FY 2022 COPS Hiring Program

Awarding Agency

COPS

Application Number

GRANT13625482

Grant Manager Name

Phone Number

E-mail Address

DELKA GEE

800-421-6770

Delka.gee@usdoj.gov

Project Title

FY22 COPS Hiring Program (CHP)

Performance Period Start Date

Performance Period End Date

10/01/2022

09/30/2027

Budget Period Start Date

Budget Period End Date

10/01/2022

09/30/2027

Project Description

The purpose of the COPS Hiring Program (CHP) program is to advance the practice of community policing through the hire or rehire of additional career law enforcement officers. Funding under this award program will be utilized by local law enforcement agencies to hire and rehire career law enforcement officers necessary to increase the jurisdiction’s community policing capacity to prevent and disrupt crime and violence.

☐ I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. All costs listed in the approved budget below were programmatically approved based on the final proposed detailed budget and budget narratives submitted by your agency to the COPS Office. Any adjustments or edits to the proposed budget are explained below.

Budget Clearance Date:9/12/22 7:10 PM

Comments

Only sworn officer salary and fringe benefit costs are allowable under this program. Any additional cost categories were removed from the approved budget.

Budget Category	Proposed Budget	Change	Approved Budget	Percentages
Sworn Officer Positions	\$564,749.04	\$0.00	\$564,749.04	
Civilian or Non-Sworn Personnel	\$0.00	\$0.00	\$0.00	
Travel	\$0.00	\$0.00	\$0.00	
Equipment	\$9,002.00	-\$9,002.00	\$0.00	
Supplies	\$0.00	\$0.00	\$0.00	
SubAwards	\$0.00	\$0.00	\$0.00	
Procurement Contracts	\$0.00	\$0.00	\$0.00	
Other Costs	\$0.00	\$0.00	\$0.00	
Indirect Costs	\$0.00	\$0.00	\$0.00	
Total Project Costs	\$573,751.04	-\$9,002.00	\$564,749.04	
Federal Funds:			\$250,000.00	44.2

Match Amount:	\$314,749.04	Section 9, Item h.
Program Income:	\$0.00	0.00%

Budget Detail Summary View

- Budget Category
- Sworn Officer

Civilian Personnel

Travel

Equipment

Supplies

SubAwards

Procurement Contracts

Other Costs

Indirect Costs

☐ I have read and understand the information presented in this section of the Federal Award Instrument.

Other Award Documents

Approved Problem Focus Area: Police-Based Response to Persons in Crisis
 2 Full-Time Officers Funded
 2 New Hires
 0 Rehires Previously Laid Off
 0 Rehires Scheduled for Lay Off

☐ I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.



Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal

confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse; or an investigative or law enforcement representative of a federal department or agency authorized to receive such information under the Consolidated Appropriations Act, 2022, Public Law 117-103, Division E, Title VII, Section 742.

Section 9, Item h.

2

Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

3

Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

4

Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced 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. 34 U.S.C. § 10385(a) and 2 C.F.R. §§ 200.334 and 200.337.

5

Authorized Representative Responsibility: The recipient understands that, in accepting this award, the Authorized Representatives declare and certify, among other things, that they possess the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accept (or adopt) all material requirements throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

6

Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:

- (1) When the recipient fails to comply with the terms and conditions of a Federal award.
- (2) When an award no longer effectuates the program goals or agency priorities, to the extent such termination is authorized by law.
- (3) When the recipient agrees to the termination and termination conditions.
- (4) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.
- (5) Pursuant to any other termination provisions included in the award.

2. C.F.R. § 200.340.

7

Award Owner's Manual: The recipient agrees to comply with the terms and conditions in the applicable 2022 COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

8

Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

9

Federal Civil Rights: The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
- c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

10

Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over \$500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

11

Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: Recipients and subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

12

False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

13

System for Award Management (SAM) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:

I. System for Award Management and Universal Identifier Requirements

A. Requirement for System for Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain current information in the SAM. This includes information on your immediate and highest level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until you submit the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another Federal award term.

B. Requirement for Unique Entity Identifier

If you are authorized to make subawards under this Federal award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you until the entity has provided its Unique Entity Identifier to you.

2. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to you. Subrecipient required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

C. Definitions

For purposes of this term:

1. System for Award Management (SAM) means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM internet site (currently at <https://www.sam.gov>).
2. Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.
3. Entity includes non-Federal entities as defined at 2 CFR 200.1 and also includes all of the following, for purposes of this part:
 - a. A foreign organization;
 - b. A foreign public entity;
 - c. A domestic for-profit organization; and
 - d. A Federal agency.
4. Subaward has the meaning given in 2 CFR 200.1.
5. Subrecipient has the meaning given in 2 CFR 200.1.

14

Reporting Subawards and Executive Compensation

The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:

- I. Reporting Subawards and Executive Compensation
 - a. Reporting of first-tier subawards.

Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

2. Where and when to report.

- i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
- ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

- b. Reporting total compensation of recipient executives for non-Federal entities.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

- i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
- ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,

iii. The public does not have access to information about the compensation of the 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 section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award

Section 9, Item h.

i. As part of your registration profile at <https://www.sam.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the 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 section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).

2. Non-Federal entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization; and,

iv. A domestic or foreign for-profit organization

3. Executive means officers, managing partners, or any other employees in management positions.

4. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. Subrecipient means a non-Federal entity or Federal agency that:

- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

6. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

15

Equal Employment Opportunity Plan (EEOP): All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan. 28 C.F.R. Part 42 subpart E.

16

Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic performance reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The performance report is used to track your agency's progress toward implementing community policing strategies and to collect data to gauge the effectiveness of increasing your agency's community policing capacity through COPS Office funding. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

17

Recipient Integrity and Performance Matters: For awards over \$500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:

A. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

- (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
- (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
- (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of

this award term and condition. You do not need to submit the information a second time under assistance awards that received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

18

Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

19

Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

20

Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

21

Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

22

Career Law Enforcement Officer: Officer hiring funds may only be used to pay entry-level salaries and fringe benefits for full-time “career law enforcement officers” for 36 months. The COPS Office’s statute defines a “career law enforcement officer” as “a person hired on a permanent basis who is authorized by law or by a State or local public agency to engage in or supervise the prevention, detection, or investigation of violations of criminal laws.” 34 U.S.C. §10389(1). A recipient agency may use officer hiring funds to pay the salary and benefits of recruits while in academy training to become “career law enforcement officers” if it is the standard practice of the agency to do so with locally-funded recruits. The State of Alaska, and any Indian tribe or tribal organization in that State, may also use officer hiring funds for a “village public safety officer” 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).

23

Extensions: Your agency may request an extension of the 60-month award performance period to receive additional time to implement your award program. Such extensions do not provide additional funding. Any request for an extension will be evaluated on a case-by-case basis. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Reasonable justifications may include difficulties in filling COPS Office-funded positions, officer turnover, or other circumstances that interrupt the 36-month funding period. An extension allows your agency to compensate for such delays by providing additional time to complete the full 36 months of funding for each position awarded. Extension requests must be received prior to the end date of the award.

24

Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

25

Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

26

Local Match: COPS Hiring Program award recipients are required to contribute a local match of at least 25 percent towards the total cost of the approved award project, unless waived in writing by the COPS Office. The local match must be a cash match from funds not previously budgeted for law enforcement purposes and must be paid during the award period. The local match contribution must be made on an increasing basis during each year of the three-year award period, with the federal share decreasing accordingly. 34 U.S.C. § 10381(g).

27

Retention: At the time of award application, your agency committed to retaining all sworn officer positions awarded under the CHP award with state and/or local funds for a minimum of 12 months following the conclusion of 36 months of federal funding for each position, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the award. Your agency cannot satisfy the retention requirement by using CHP-funded positions to fill locally-funded vacancies resulting from attrition. 34 U.S.C. § 10382 (c)(8).

28

Allowable Costs Condition: The funding under this project is for the payment of three years (36 months) of approved full-time entry-level salaries and fringe benefits during the five-year (60 months) period of performance. The maximum federal share is \$125,000 per officer position (unless a local match waiver is approved) for career law enforcement officer positions hired and/or rehired on or after the official award start date. Any salary and fringe benefit costs higher than entry-level that your agency pays a CHP-funded officer must be paid with local funds. Your agency is required to use CHP award funds for the specific hiring categories awarded. Funding under this program may be used for the following categories:

- Hiring new officers, which includes filling existing officer vacancies that are no longer funded in your agency's budget;
- Rehiring officers laid off by any jurisdiction as a result of state, local, or Bureau of Indian Affairs (BIA) budget reductions; and/or
- Rehiring officers who were, at the time of award application, scheduled to be laid off (by your jurisdiction) on a specific future date as a result of state, local, or BIA budget reductions.

If your agency's local fiscal conditions have changed and your agency needs to change one or more of the funded hiring categories, your agency should request an award modification and receive prior approval before spending CHP funding under the new category. The approved budget in the award package specifies the amount of CHP funds awarded to your agency. Please note that the salary and fringe benefit costs requested in your CHP application may have been adjusted or removed. Your agency may only be reimbursed for the approved cost categories up to the amounts specified in the approved budget. Only actual allowable costs incurred during the award period will be eligible for reimbursement and drawdown. If your agency experiences any cost savings over the course of the award (for example, your award application overestimated the total entry-level officer salary and fringe benefits package), your agency may not use that excess funding to continue salary payments to the officers beyond 36 months. Any funds remaining after your agency has drawn down for the costs of approved salaries and fringe benefits incurred for each awarded position during the 36-month funding period will be deobligated during the closeout process and should not be spent by your agency.

29

Memorandum of Understanding Requirement (for School Resource Officers only)

Recipients using award funding to hire and/or deploy School Resource Officers into schools understand and agree to the following:

- Your agency must submit a signed Memorandum of Understanding (MOU) between the law enforcement agency and the school

partner(s) to the COPS Office before obligating or drawing down funds under this award. The MOU must be submitted to the COPS Office within 90 days of the date shown on the award letter.

Section 9, Item h.

- Your agency's MOU must contain the following information;

- o The purpose of the MOU

- o Clearly defined roles and responsibilities of the school district and the law enforcement agency, focusing officers' roles on safety

- o Information sharing

- o Supervision responsibility and chain of command for the SRO

- o Signatures

Note: Please refer to the MOU Fact Sheet for a detailed explanation of the requirements under each of the bullets

Your agency's 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.

30

Contracts and/or MOUs with other Jurisdictions: Sworn law enforcement officer positions awarded must be used for law enforcement activities or services that benefit your agency and the population that it serves. The items funded under the CHP award cannot be utilized by other agencies unless the items benefit the population that your agency serves. Your agency may use items funded under the CHP award to assist other law enforcement agencies under a resource sharing, mutual aid, or other agreement to address multi-jurisdictional issues as described in the agreement.

31

Advancing Department of Justice Priority Problem Focus Areas: This condition applies to agencies that selected one of the following priority crime problem/focus areas to address in their 2021 COPS Hiring Program (CHP) application:

- Building Legitimacy and Trust

- Violent Crime/Gun Violence

- Combatting Hate and Domestic Extremism

- Police-based Response to Persons in Crisis

Your agency understands and agrees to the following: Your agency will implement the one specific community policing plan identified in your CHP award application;

Your agency will address its specific priority crime problem throughout the entire CHP award period;

Your agency will implement any organizational changes identified in its CHP award application;

Your agency will cooperate with any award monitoring by the COPS Office to ensure that it is initiating or enhancing its community policing efforts to address its priority crime problem, which may include your agency having to respond to additional or modified reporting requirements.

32

Modifications: Occasionally, a change in an agency's fiscal or law enforcement situation necessitates a change in its COPS Office CHP award. Award modifications under CHP are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308. For federal awards in excess of \$250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office. In addition, please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

In addition, modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category and/or reduce the total number of positions awarded. For example, if an agency was awarded CHP funding for two new, additional sworn officer positions, but due to fiscal distress/constraints the agency needs to change the hiring category from the new hire category to the rehire category for officers laid off or scheduled for layoff on a specific future date post-application, the agency would have to request a modification. The COPS Office will only consider a modification request after an agency makes final, approved budget and/or personnel decisions. An agency may implement the modified award following written approval from the COPS Office. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

During the CHP award period, it may become necessary for an agency to modify its CHP award due to changes in an agency's fiscal or law enforcement situation. Modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category, reduce the total number of positions awarded, shift funds among benefit categories, and/or reduce the entry-level salary and fringe benefit amounts. For example, an agency may have been awarded CHP funding for 10 new, additional full-time sworn officer positions, but due to severe fiscal distress/constraints, the agency determines it is unable to sustain all 10 positions and must reduce its request to five full-time positions; or an agency may have been awarded CHP funding for two new, additional sworn officer positions, but due to fiscal distress/constraints the agency needs to change the hiring category from the new hire category to the rehire category for officers laid off or scheduled for layoff on a specific future date post-application. Award modifications under CHP are evaluated on a case-by-case basis. The COPS Office will only consider a modification request after an agency makes final, approved budget and/or personnel decisions. An agency may implement the modified award following written approval from the COPS Office. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

33

School Resource Officer (SRO) Training Requirement: COPS Office-funded SRO(s) are required to complete an SRO 40-hour basic training course from a list of COPS Office approved provider(s). Training must be completed no later than nine months after the date shown on the award congratulatory letter or six months from the SRO hire date; whichever comes first. If a COPS Office-funded SRO leaves the recipient agency after completing the training, the recipient agrees to pay for the new SRO, who is assigned to backfill this position, to attend a 40 hour basic training course. The new SRO must complete the training no later than nine months after being placed in the school. If the officer has completed 40-hour basic training within the last 12 months prior to the award date, the condition has been fulfilled. Any longer than 12 months will require the officers to retake the course. The agency must coordinate with the training provider if they want funds to cover registration and travel costs.

34

Community Policing: Community policing activities to be initiated or enhanced by your agency and the officers funded by this award program were identified and described in your CHP award application. Your agency developed a community policing plan for the CHP award with specific reference to a crime or disorder problem and the following elements of community policing: (a) problem solving—your agency's plan to assess and respond to the problem identified; (b) community partnerships and support, including related governmental and community initiatives that complement your agency's proposed use of CHP funding; and (c) organizational transformation—how your agency will use the funds to reorient its mission to community policing or enhance its involvement in and commitment to community policing. Throughout the CHP award period, your agency is required to implement the community policing plan it set forth in the CHP award application.

The COPS Office defines community policing as 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 crime, social disorder, and fear of crime. CHP awards through the specific officers funded (or an equal number of redeployed veteran officers) must be used to initiate or enhance community policing activities. All newly hired additional or rehired officers (or an equal number of redeployed veteran officers) funded under CHP must implement your agency's approved community policing plan, which you described in your award application.

35

Background Investigations: Recipients agree to ensure that each officer(s) hired with CHP funding will be subject to a background investigation, notify the COPS Office upon completion of the background investigation for each officer hired under the CHP award, and cooperate with the COPS Office and provide updates on the status of background investigations upon request. 2 C.F.R. § 200.208

If the COPS Office determines that CHP funds are being used to pay the salary and fringe benefits of an officer who has not undergone a background investigation, the COPS Office may temporarily suspend grant funds in accordance with 2 C.F.R. §200.339 until the agency can demonstrate the background investigation has been completed.

☐ *I have read and understand the information presented in this section of the Federal Award Instrument.*

✓ **Award Acceptance**

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Acting Director	ROBERT CHAPMAN	9/20/22 7:45 AM

Authorized Representative





Agenda Item Summary

MEETING DATE: November 14, 2022

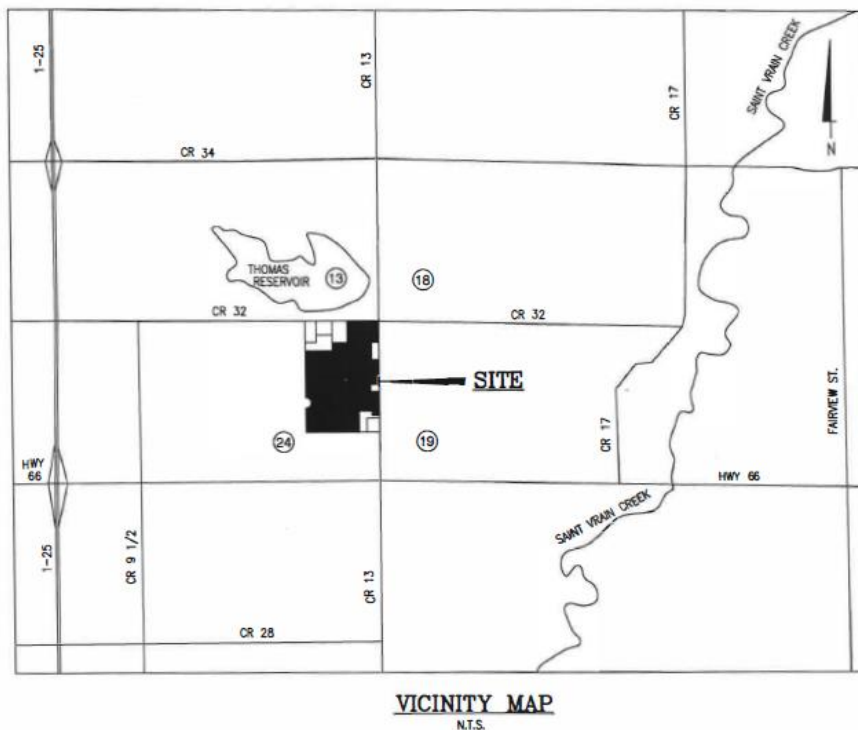
SUBJECT: Resolution No. 87-R-2022 – A Resolution of the Town of Mead, Colorado Approving with Conditions the Amended and Restated Service Plan for the Red Barn Metropolitan District, and Authorizing Execution of the Second Amendment to Intergovernmental Agreement Between the Town and the District.

PRESENTED BY: Marcus McAskin, Town Attorney

OVERVIEW

The Red Barn Metropolitan District (“District”) has filed an Amended and Restated Service Plan (“Amended Service Plan”) with the Town. The Board of Trustees, at the District’s request, opened and continued the hearing on the Amended Service Plan at the regular meeting on November 1, 2022, to November 14, 2022, at 6 p.m. at Town Hall. The main purpose of the Amended Service Plan is to increase the District’s debt capacity from \$15,000,000 to \$21,000,000 to reflect capital cost increases.

The Town approved the original Service Plan for the District on July 29, 2019, by Resolution No. 55-R-2019, and the District was subsequently organized to serve the Red Barn development, located southwest of the intersection of CR 13 and CR 32.



The Board of Trustees approved a First Amendment to Intergovernmental Agreement Between the Town and the District by Resolution No. 27-R-2021, by which the District assumed certain costs on behalf of the Town pursuant to a license agreement with the Baugh Lateral Ditch and Reservoir Company. The proposed Resolution approves a Second Amendment to Intergovernmental Agreement to memorialize the Amended Service Plan revisions (Exhibit F-3 to Amended Service Plan).

The District's legal counsel (Joan Fritsche with Fritsche Law) is scheduled to present a summary of the Amended Service Plan at the November 14th continued public hearing. A copy of the District's PowerPoint presentation is attached to this *Agenda Item Summary* (reference Attachment 6. below).

ANALYSIS OF COMPLIANCE WITH MMC

Mead Municipal Code ("MMC") Section 12-3-10(d) provides that service plan amendments shall be processed substantially in accordance with the district formation procedures of MMC Chapter 12, including notice and hearing provisions, and service plan requirements. Town Staff has reviewed the application for the Service Plan Amendment and Letter of Intent dated November 4, 2022, attached to this *Agenda Item Summary* ("Letter of Intent"), and finds that the submittal is in conformance with MMC requirements.

- Notice of the hearing on the Amended Service Plan was published on October 14, 2022, in accordance with MMC Section 12-2-40. The Publisher's Affidavit is attached to this *Agenda Item Summary*.
- The District is proposing to increase its debt issuance limitation from \$15,000,000 to \$21,000,000. This increase is based on increased costs of infrastructure (see EXHIBIT D of the attached Amended and Restated Service Plan), still leaving a percentage of the costs unfunded by the District (which costs are to be covered by the developer), as shown in the chart below. The updated Engineer's Cost Estimate reflects the amounts shown in the

updated capital plan (attached as EXHIBIT D to the Amended Service Plan). Because the Town has approved final plats for Red Barn Filing Nos. 1 and 2, the capital plan reflects actual costs of improvements for earlier phases, where available, and estimates for improvements for later phases of development.

	Current Service Plan	Amended Service Plan
Engineer's Cost Estimate	\$17,390,178	\$26,752,092
District Debt Limit	\$15,000,000	\$21,000,000
Percentage Increase in Debt Limit	0%	29%
Percentage of Costs Funded	86%	78%
Percentage of Costs Unfunded	14%	22%
Unfunded Costs	\$2,390,178	\$5,752,092

The debt limitation increase conforms with MMC Section 12-2-20, which provides that the total debt limitation shall not exceed the cost estimates reflected in the capital plan with a contingency not to exceed 10%.

- The Amended Service Plan also includes an updated financial plan (attached thereto as EXHIBIT E). This exhibit is required by MMC Section 12-2-20.
- The Amended Service Plan carries forward the District's previously approved Maximum Debt Mill Levy of 50 mills, rather than the 45 mill cap pursuant to the model service plan.
- The District has included the below provisions in the Amended Service Plan for substantial compliance with the Town's current model service plan, as required by MMC Section 12-2-20(a). (The Town's current model service plan contains provisions that were not part of the District's original 2019 service plan.)
 - Requirement to convey real property owned by the District to Town upon Town's determination that such property is necessary for Town capital improvement projects (Section V.A.3 of Amended Service Plan)
 - Limitations on District's imposition of recurring fees, public improvements fees, and capital fees (Section V.A.7 of Amended Service Plan)
 - Requirement to obtain Town consent prior to exercise of eminent domain authority against Town-owned or Town-leased property (Section V.A.10 of Amended Service Plan)
 - Land purchase limitation (Section V.A.11 of Amended Service Plan)
 - Requirements for developer reimbursement of public improvement costs (Section V.A.12 of Amended Service Plan)
 - Requirements for Board meetings once District is resident-occupied (Section V.A.13 of Amended Service Plan)
 - 20-year limitation on imposition of debt mill levy for repayment of developer debt, rather than standard debt term limitation (Section VI.D of Amended Service Plan)
- The District requests a 40-year debt mill levy imposition term, rather than 30 years, in conformance with the original 2019 service plan, pursuant to MMC Section 12-2-20(b). The Letter of Intent explains that the District will provide extraordinary public benefit justifying the longer term as follows: regional and offsite improvements including water and sanitary

sewer, roadway improvements to WCR 13, WCR 32, and the intersection of Hwy 66 and WCR 13, trail system, produce farm, and community pool and clubhouse.

FINANCIAL CONSIDERATIONS

N/A.

STAFF RECOMMENDATION/ACTION REQUIRED

Recommended motion:

“I move to approve Resolution No. 87-R-2022: A Resolution of the Town of Mead, Colorado, Approving with Conditions the Amended and Restated Service Plan for the Red Barn Metropolitan District, and Authorizing Execution of the Second Amendment to Intergovernmental Agreement Between the Town and the District.”

ATTACHMENTS

Resolution No. 87-R-2022

Amended and Restated Service Plan for Red Barn Metropolitan District (ATTACHMENT A TO RESOLUTION)

Second Amendment to Intergovernmental Agreement (EXHIBIT F-3 TO AMENDED SERVICE PLAN)

Letter of Intent dated November 4, 2022

Publisher's Affidavit re Notice of Public Hearing (published in *Longmont Times-Call* on 10/14/2022)

Applicant's PowerPoint presentation (for November 14, 2022 continued public hearing)

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 87-R-2022**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO,
APPROVING WITH CONDITIONS THE AMENDED AND RESTATED SERVICE
PLAN FOR THE RED BARN METROPOLITAN DISTRICT, AND AUTHORIZING
EXECUTION OF THE SECOND AMENDMENT TO INTERGOVERNMENTAL
AGREEMENT BETWEEN THE TOWN AND THE DISTRICT**

WHEREAS, the Red Barn Metropolitan District (“District”) has proposed an amended and restated service plan for the Red Barn Metropolitan District (the “District”) to continue to provide and fund certain public improvements and services for the benefit of the Red Barn project in the Town of Mead, Colorado (“Project”); and

WHEREAS, the Board of Trustees conditionally approved the original Service Plan for the District (“Service Plan”) on July 29, 2019, by Resolution No. 55-R-2019 following a public hearing thereon; and

WHEREAS, the District was organized pursuant to a court order and decree of the Weld County District Court dated November 19, 2019, a copy of which was recorded on November 21, 2019 at Reception No. 4543612 in the Weld County property records; and

WHEREAS, the Town has received a request to review and approve an Amended and Restated Service Plan for the District (the “Amended Service Plan”); and

WHEREAS, specifically, the Amended Service Plan was originally submitted by the District to the Town on August 30, 2022, in accordance with the provisions of Section 12-3-10(d) and Article II of Chapter 12 of the Mead Municipal Code (“MMC”), and was revised and resubmitted on October 18, 2022, and November 4, 2022; and

WHEREAS, pursuant to Section 12-3-10(d) of the MMC, service plan amendments are required to be processed substantially in accordance with Article II of Chapter 12 of the MMC; and

WHEREAS, a copy of the Amended Service Plan is attached to this Resolution as ATTACHMENT A; and

WHEREAS, the Amended Service Plan contains the information required by Chapter 12 of the MMC; and

WHEREAS, the District has submitted a revised Letter of Intent dated November 4, 2022 (“Letter of Intent”), as required by MMC Section 12-2-10(e); and

WHEREAS, in accordance with MMC Section 12-2-40, the District has caused notice of the date, time, location and purpose of the public hearing regarding the Amended Service Plan to

be duly published in the *Longmont Times Call*, a newspaper of general circulation, on October 14, 2022; has caused such notice to be provided to the Division of Local Government in the Department of Local Affairs; has caused notice to be provided to the governing body of each municipality and of each special district which has levied an *ad valorem* tax within the next preceding tax year and which has boundaries within a radius of three (3) miles of the District, and has complied with other applicable notice provisions set forth in the MMC; and

WHEREAS, the District has filed a publisher's affidavit and certificate of mailing regarding the aforementioned public notices to be filed with the Town Clerk; and

WHEREAS, the Board of Trustees has reviewed the Amended Service Plan and Letter of Intent and considered evidence in support of the Amended Service Plan; and

WHEREAS, the Board of Trustees desires to approve the Amended Service Plan subject to the conditions set forth in this Resolution.

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

Section 1. The Board of Trustees has authority to approve the Amended Service Plan without condition or modification, deny the Amended Service Plan, or conditionally approve the Amended Service Plan subject to the submission of additional information relating to, or the modification of, the Amended Service Plan or by agreement with the District, as authorized by MMC Sections 12-2-50 and 12-3-10(d), and C.R.S. § 32-1-204.5(1)(c).

Section 2. Based on the contents of the Amended Service Plan and other evidence presented at the public hearing of the Board of Trustees held on November 1, 2022, which public hearing was opened and continued to November 14, 2022, and in accordance with MMC Section 12-2-50, the Board of Trustees hereby finds and determines as follows:

- a. Pursuant to state statute and the MMC, the Board of Trustees has authority to review the Amended Service Plan and Letter of Intent.
- b. The Amended Service Plan meets the Town's approval criteria, as set forth in Section 32-1-203(2), C.R.S. and Chapter 12 of the MMC.
- c. The Amended Service Plan contains the information required in Section 12-2-20 of the MMC.
- d. The Amended Service Plan is in substantial compliance with Chapter 12 of the MMC, including but not limited to substantial compliance with the model service plan referenced in Section 12-2-20 of the MMC.

Section 3. The Amended Service Plan for the District is hereby approved, subject to the following conditions:

- a. The District's Board of Directors shall approve and execute the Second Amendment to Intergovernmental Agreement (in substantially the form attached to the Amended Service Plan as EXHIBIT F-3) ("IGA Amendment") within 60 days of the effective date of this Resolution and shall file executed duplicate originals of such executed IGA Amendment with the Town Clerk within ten (10) days of the date of execution.
- b. The District shall not be authorized to issue Debt until the District has reimbursed the Town for all outstanding charges and fees incurred for legal/consultant review relating to their review of the Amended Service Plan.
- c. Following approval of this Resolution (conditionally approving the Amended Service Plan), counsel for the District shall proceed to file a copy of the Amended Service Plan with the Weld County District Court and the Division of Local Government (in the Department of Local Affairs).

Section 4. The Board of Trustees hereby approves the IGA Amendment in substantially the form attached as EXHIBIT F-3 to the Amended Service Plan, and: (a) authorizes the Mayor or Town Manager, in consultation with the Town Attorney, to make such other changes as may be needed to the IGA Amendment in order to correct any nonmaterial errors or language; and (b) authorizes the Mayor to execute the IGA Amendment on behalf of the Town following approval as to form by the Town Attorney and following the date on which the District's Board of Directors have caused executed duplicate originals of the IGA Amendment be filed of record with the Town Clerk.

Section 5. Approval of this Resolution is not a waiver of, nor a limitation upon any power that the Town is legally permitted to exercise with respect to the District or the property located within the boundaries of the District.

Section 6. 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 during regular business hours.

Section 7. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining issues of this Resolution.

Section 8. Effective Date. This Resolution shall take effect upon its approval by the Board of Trustees.

INTRODUCED, READ, PASSED AND ADOPTED THIS 14TH DAY OF NOVEMBER, 2022.

ATTEST:

TOWN OF MEAD:

_____ By: _____

Mary E. Strutt, MMC, Town Clerk

Colleen G. Whitlow, Mayor

ATTACHMENT A

AMENDED AND RESTATED SERVICE PLAN FOR RED BARN METROPOLITAN
DISTRICT

[Attached.]

**AMENDED AND RESTATED
SERVICE PLAN
RED BARN METROPOLITAN DISTRICT
TOWN OF MEAD, COLORADO**

Prepared by:

FRITSCH LAW LLC
3900 E. MEXICO AVENUE, SUITE 300
DENVER, CO 80210

Original Approval: July 29, 2019
Submitted: August 30, 2022
Re-submittal: October 18, 2022
Re-submittal: November 4, 2022v2

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EXHIBIT G-1	2019 Town Resolution of Approval
EXHIBIT G-2	2022 Town Resolution of Approval (Approved Resolution to be inserted)

I. INTRODUCTION

A. Purpose and Intent.

The District is an independent unit of local government, separate and distinct from the Town of Mead (the “Town”), and, except as may otherwise be provided for by state or local law or this Service Plan, its activities are subject to review by the Town if it deviates in a material way from the requirements of the Service Plan. It is intended that the District will provide a part or all of various Public Improvements necessary and appropriate for the development of the Project within the Town. The Public Improvements will be constructed for the use and benefit of all anticipated inhabitants and taxpayers of the District and the general public, subject to such policies, rules and regulations as may be permitted under applicable law. A primary purpose of the District will be to finance the construction of these Public Improvements. The District is authorized to provide ongoing operations and maintenance services to the extent the Public Improvements are not accepted by other governmental entities for operations and maintenance.

B. Need for the District.

There are currently no other governmental entities located in the immediate vicinity of the District that have the means or desire to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment and financing of the Public Improvements needed for the Project. Formation of the District was necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

The property within the District lies within the Little Thompson Water District and will receive domestic water service from this entity; however, the Little Thompson Water District does not plan to finance or construct the water system improvements for the Project. The water system improvements to be provided by the District do not duplicate or interfere with the provision of water service by Little Thompson Water District. The exercise of the water power by the District for the purpose of providing infrastructure has received the required consent from Little Thompson Water District, pursuant to Section 32-1-107, C.R.S. Any construction of water system improvements shall be done in accordance with the applicable standards and specifications of the Little Thompson Water District and for acceptance by the Water District for ownership, operation, maintenance, repair and replacement purposes.

The property within the District also lies within the St. Vrain Sanitation District (“St. Vrain”) and will receive sanitary sewer service from this entity. St. Vrain does not plan to finance or construct the sanitary sewer system improvements for the Project. The sanitary sewer system improvements to be provided by the District do not duplicate or interfere with the provision of sanitary sewer service by St. Vrain. The exercise of the sanitary sewer power by the District has received the required consent from St. Vrain, pursuant to Section 32-1-107, C.R.S. Any construction of sanitary sewer system improvements shall be done in accordance with the applicable standards and specifications of St. Vrain and shall be dedicated to St. Vrain pursuant to an intergovernmental agreement entered into between St. Vrain and the District at the first meeting of the District’s Board of Directors (the “St. Vrain IGA”).

C. Objective of the Town Regarding District Service Plan.

The Town's objective in approving this Amended and Restated Service Plan for the District is to authorize the District to provide for the financing, planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by taxes imposed and collected at a tax mill levy no higher than the Maximum Debt Mill Levy, and from other legally available revenues. Debt, which is issued within these parameters, as further described in the Financial Plan, will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

Further, the objective of the Town is to authorize the District to undertake operations and maintenance functions for Public Improvements that are not dedicated to the Town or to another appropriate governmental entity to perform such functions. It is anticipated that all, or substantially all of the Public Improvements will be dedicated to the Town or other appropriate governmental entity for ownership, operations and maintenance. In particular, it is anticipated that the District will dedicate street improvements to the Town, sanitary sewer improvements to St. Vrain and water system improvements to the Little Thompson Water District. Certain park and recreation improvements, including parks, open space, trails and non-potable irrigation systems, if any, may be dedicated to the Town or to a non-profit homeowners association and, to the extent that such park and recreation improvements, including non-potable irrigation systems, if any, are not otherwise dedicated, they may be retained by the District for ownership and maintenance purposes. The District intends to own, operate and maintain certain park and recreation improvements, including a community pool, clubhouse, farm facilities, parks, open space, and trails. Such improvements shall be open to the general public.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy, together with other legally available revenues, which may include, without limitation, fees, rates, tolls, charges and penalties. The cost of Public Improvements beyond the Debt capacity of the District shall be considered developer contributions.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: means a subdivision improvement agreement, final plat, development plan, or other process established by the Town for identifying, among other matters, the Public Improvements necessary for facilitating development of property within a part or all of the Service Area as approved by the Town pursuant to the Town Code, as amended from time to time.

Annexation Agreement: means the Copper Homes/Red Barn Annexation Agreement between 13-32 Development, LLC and the Town entered into on October 2, 2018,

recorded on December 11, 2018, at Reception No. 4452504 in the real property records of Weld County, Colorado.

Board: means the Board of Directors of the District.

Bond, Bonds or Debt: means, with respect to the District, bonds, notes, debentures, certificates, contracts, capital leases or other multiple-fiscal year obligations for the payment of which the District has promised to impose an *ad valorem* tax or pledge of fees or other revenue source, not subject to annual appropriation.

C.R.S.: means the Colorado Revised Statutes.

Debt: See Bond, Bonds or Debt.

Developer: means the owner or owners of the property within the Service Area, any affiliates of such owner or owners and their successors and assigns other than End Users.

Developer Debt: means bonds, notes, contracts, reimbursement agreements or other multiple fiscal year financial obligations issued by the District to the Developer for reimbursement of sums advanced or paid for funding of Public Improvements and/or operation and maintenances expenses. Developer Debt shall be subordinate to other Debt of the District.

Developer Debt Mill Levy Limitation Term: means the Developer Debt Mill Levy Imposition Term set forth in Section VI.D.

District: means the Red Barn Metropolitan District.

District Activities: means any and all services, functions, and powers that special districts organized under the Special District Act may provide, perform or exercise as of the date of this Service Plan, except that the District shall not be authorized to provide fire protection facilities and/or services, nor shall it be authorized to provide domestic water and/or sanitation services; provided, however, provision of Public Improvements for water, or sanitary sewer improvements is authorized, subject to obtaining any overlap consent required by Section 32-1-107, C.R.S., from the Little Thompson Water District and St. Vrain Sanitation District, as applicable.

End User: means any owner or occupant of any taxable residential real property or commercial property within the District after such property has been vertically developed. By way of illustration, a resident homeowner, renter, commercial property owner or commercial tenant is an End User. The Developer and any business entity that constructs homes or commercial structures is not an End User

External Financial Advisor: means a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities;

(ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Financial Plan: means the Financial Plan found in Section VI and Exhibit E of this Service Plan, which describes the following, based on current estimates which will change based on market conditions and subject to the limitations and requirements of this Service Plan: (i) how the Public Improvements are to be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes. Any change to the Financial Plan, within the limitations of this Service Plan, shall not constitute a material modification of this Service Plan.

Inclusion Area Boundaries: means the property described in the Inclusion Area Boundary Map and Legal Description, attached hereto as Exhibit C, which property may be included in the boundaries of the District without further approval from the Town.

Initial Boundaries: means the property currently located within the boundaries of the District as described in the Boundary Map and Legal Description, attached hereto as Exhibit B.

Maximum Debt Authorization: means the total Debt the District is permitted to incur as set forth in Section VI.A. below.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section VI.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum mill levy imposition term the District is permitted to impose for payment of Debt as set forth in Section VI.C.3.

Mill Levy Adjustment: means, if there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, the applicable mill levy limitation may be increased or decreased to reflect such changes, such increases and decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the applicable mill levy, as adjusted for changes occurring on or after the date of approval of this Service Plan (*or for purposes of the Town O&M Mill Levy, changes occurring on or after March 1, 2020*), are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

Operating Mill Levy: means the mill levy the District is permitted to impose to fund administrative, operating, and facilities maintenance expenses, as set forth in Section VI.G below.

Privately Placed Debt: means Debt that is issued by the placement of the Debt directly with the Debt purchaser and without the use of an underwriter as a purchaser and reseller of the Debt, and includes, but is not limited to, Developer Debt and bank loans.

Project: means the development or property commonly referred to as Red Barn Annexation as generally described in the Annexation Agreement.

Public Improvements: means those improvements permitted under the Special District Act, subject to any limitations established in this Service Plan, and limitations or requirements set forth in the Annexation Agreement or any subsequent development agreement addressing improvements required for the Project that the District is authorized to provide.

Recurring Fee(s): means any recurring fee, rate, toll, penalty or charge imposed by the District for administrative, operations and maintenance costs and for services, programs or facilities provided by the District as limited by the provisions of Section V.A.7. below, but in no event to be used for payment of Debt.

Refunding Bonds or Refunding Debt: means Debt issued for purposes of refunding any Bond or Debt.

Service Area: means collectively the Initial Boundaries and the Inclusion Area Boundaries.

Service Plan: means this Amended and Restated Service Plan for the District approved by Town Board of Trustees.

Service Plan Amendment: means a material modification to the Service Plan approved by the Town Board of Trustees in accordance with Section 32-1-207(2), C.R.S.

Special District Act: means Sections 32-1-101, *et seq.*, of the Colorado Revised Statutes.

State: means the State of Colorado.

TABOR: means Article X, Section 20 of the Colorado Constitution.

Town: means the Town of Mead, Colorado.

Town Code: means the Town Code of the Town of Mead, Colorado.

Town Board of Trustees: means the Board of Trustees of the Town of Mead, Colorado.

Town-District IGA: means the intergovernmental agreement between the Town and District required by Section X. below, which agreement memorializes the terms, obligations and limitations of this Service Plan.

Town O&M Mill Levy: means a mill levy, which shall be included as part of the District's Operating Mill Levy required by the Town as described in Section VI.H below, for purposes of defraying the Town's ongoing operations and maintenance expenses associated with Town capital improvements and infrastructure, the streets within the

boundaries of the District and other public improvements which may be dedicated to the Town by the District.

III. BOUNDARIES

The property within the Service Area is approximately one hundred ninety-five (195) acres. A Vicinity Map depicting the Project is attached hereto as Exhibit A, a legal description and diagram of the current Boundaries of the District is attached hereto as Exhibit B, and a legal description and diagram of the Inclusion Area Boundaries of the District is attached hereto as Exhibit C.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Project area consists of approximately one hundred ninety-five (195) acres of land. The assessed valuation of the Project area is assumed to be zero dollars for purposes of this Service Plan. The Project is anticipated to include 454 single family homes.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment.

The District shall have the power and authority to provide the District Activities within and without the Service Area as such power and authority is described in the Special District Act, other applicable statutes, common law and the state constitution, as of the date of this Service Plan, subject to the limitations set forth herein. Additionally, the District shall not provide the same ongoing services as any existing special district in which the District is an "overlapping special district" (as defined in Section 32-1-107, C.R.S.) unless consent to the provision of such service is approved pursuant to Section 32-1-107, C.R.S.

Approval of this Service Plan by the Town does not imply approval of any development plan for area within the District.

1. Operations and Maintenance Limitation. The purpose of the District is to finance, plan, design, acquire, construct, install, relocate and redevelop the Public Improvements. Substantially all of the Public Improvements are expected to be dedicated to the Town, St. Vrain, Little Thompson Water District, or non-profit homeowners association in accordance with future development agreements or development approvals, except for park and recreation Public Improvements including a community pool, clubhouse, farm area, open space and parks the District is expected to own, operate and maintain. The District shall dedicate the applicable Public Improvements to the Town or other appropriate jurisdiction in a manner consistent with rules and

regulations of the Town or other appropriate jurisdiction, and applicable provisions of the Town Code, or according to the particular development agreement or approval. Notwithstanding the foregoing, the District shall have the right to operate and maintain Public Improvements that are either not accepted by the Town, other governmental entity, or homeowners association that are owned by other governmental entities but with respect to which the District has an obligation to operate and maintain. In addition to park and recreation functions, the District may perform association functions for the property within its boundaries including covenant enforcement, design review, and social functions through designation of the District as the enforcement entity in any covenants recorded against the property, if approved by the Town.

a. Improvement Access and Access Fees. Park and recreation Public Improvements that are owned and maintained by the District, including a community pool, clubhouse, farm area, open space and parks, and that are accessible to District residents shall also be open to the general public. If a fee is charged for access, such fee shall not result in non-District residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the District. All fees shall be based on the District's determination that such fees do not exceed reasonable annual market fees for users of such facilities. Notwithstanding the foregoing, all parks and trails shall be open to the general public free of charge.

2. Construction Standards Limitation. The Public Improvements shall be designed and constructed in accordance with the standards and specifications of the Town and of other governmental entities having proper jurisdiction, as applicable. The Developer shall obtain the Town's approval of civil engineering plans for any offsite Public Improvements and applicable permits for construction and installation of all Public Improvements prior to performing such work.

3. Conveyance. The District agree to convey to the Town, at no expense to the Town and upon written notification from the Town, any real property owned by the District that is necessary, in the Town's sole discretion, for any Town capital improvement projects for transportation, utilities or drainage. The District shall, at no expense to the Town and upon written notification from the Town, transfer to the Town all rights-of-way, fee interests and easements owned by the District that the Town determines are necessary for access to and operation and maintenance of the Public Improvements to be owned, operated and maintained by the Town, consistent with an Approved Development Plan.

4. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt to the Project developer or its affiliated entities, the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan. We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities

and early redemption provisions, is reasonable considering the financial circumstances of the District.

5. Inclusion/Exclusion Limitation. The District shall not include within its boundaries any property outside the Service Area without the prior written consent of the Town Board of Trustees and St. Vrain, pursuant to the St. Vrain IGA. The District shall give the Town thirty (30) days advance written notice of any proposed exclusion hearing. The Town shall have the right to require Town approval of any such exclusion in regard to the continuation of District services to the excluded property, by written notice to the District delivered not less than five (5) business days prior to the scheduled exclusion hearing. Town approval may be given by the Town Administrator and any action on such exclusion shall be completed by the Town Administrator within fifteen (15) days following the hearing at which the District considers the exclusion.

6. Total Debt Issuance Limitation. The District shall not issue Debt, collectively, in excess of Twenty-One Million Dollars (\$21,000,000), and the District may issue Debt on a schedule and in such year or years as the District determines and phased to serve development as it occurs.

7. Fee Limitations.

a. Recurring Fee Limitation. The District may impose and collect Recurring Fees for administrative, operations and maintenance expenses and for services, programs or facilities furnished by the District, including fees to operate and maintain the community pool, clubhouse, barn, open space and park improvements. Any Recurring Fees for administrative, operations and maintenance expenses not specifically set forth in the Financial Plan, including a subsequent increase in such Recurring Fees, shall be subject to review and approval by the Town, either administratively or by formal action of the Town Board, at the discretion of the Town Manager. If the Town does not respond to a request for the imposition of the Recurring Fee or an increase in such Recurring Fee within forty-five (45) days of receipt of a written request from the District, the Town shall be deemed to have approved the ability of the District to impose or increase the Recurring Fee as described in the request. Any Recurring Fees imposed or increased for operation and maintenance expenses without approval as set forth herein shall constitute a material departure from the Service Plan. The revenue from a Recurring Fee shall not be used to pay for Debt.

b. Public Improvement Fee Limitation. The District shall not collect, receive, spend or pledge to any Debt or use to pay for operations and maintenance services, any fee, assessment, or charge that is collected by a retailer in the District on the sale of goods or services by such retailer and which is measured by the sales price of such goods or services, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town.

c. Capital Fee Limitation. Except as may be set forth and permitted in an agreement with the Town, no fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from taxable property owned or occupied by an End User that has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any taxable property owned or occupied by an End User. Notwithstanding any of the

foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from taxable property for the purpose of funding operation and maintenance costs of the District.

8. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the Town is eligible to apply for (and has applied for), except pursuant to approval of the Town. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

9. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy have been established under the authority of the Town to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

a. Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

b. Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable non-bankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the Town as part of a Service Plan Amendment.

10. Eminent Domain Limitation. The District shall not exercise its eminent domain or dominant eminent domain authority against Town-owned or Town-leased property except with prior written consent by the Town Board.

11. Land Purchase Limitation. Proceeds from the sale of Debt and other revenue of the District shall not be used to pay the Developer for the acquisition from the Developer of any real property, easements or other interests required to be dedicated for public use by annexation agreements, Approved Development Plans, the Town Code or other development requirements, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town.

12. Developer Reimbursement of Public Improvement Related Costs Limitation. Prior to the reimbursement to the Developer for costs incurred in the organization of the District, or for funds expended on the District behalf related to the Public Improvements, or for the acquisition of any part of the Public Improvements, the District shall receive: a) the report of an engineer retained by the District, independent of the Developer and licensed in Colorado verifying that, in such engineer’s professional opinion, the reimbursement for the costs of the

Public Improvements that are the subject of the reimbursement or acquisition, including the construction costs and the soft costs, but excluding the accounting and legal fees, are, in such engineer's opinion, reasonable and are related to the provision of the Public Improvements or to the District's organization; and b) the report of an accountant retained by the District, independent of the Developer and licensed in Colorado verifying that, in such accountant's professional opinion, the reimbursement for the accounting and legal fees that are the subject of the reimbursement or acquisition, are, in such accountants opinion, reasonable and related to the Public Improvements or the District's organization. Upon request, the District shall provide the reports to the Town.

13. Board Meetings and Website Limitations. Once an End User owns property in the Service Area, District Board meetings, when conducted in-person, shall be conducted within the boundaries of the Town of Mead or within ten (10) miles of the District's boundaries for the convenience of the District's residents and property owners. The District's website shall comply with state statutes and include the name of the Project or a name that allows residents of the development community to readily locate the District online and shall also include an updated street map for those properties within the Service Area that have constructed streets that are open for public use.

14. Service Plan Amendment Requirement. This Service Plan has been designed with sufficient flexibility to enable the District to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the District which violate the Service Plan shall be deemed to be material modifications to this Service Plan and the Town shall be entitled to all remedies available under state and local law to enjoin such actions of the District, and to seek other remedies provided in law or in equity. The Financing Plan and specific Public Improvements presented herein are done so solely for illustrative purposes and are subject to change due to market conditions at the time of issuance. Any such change, within the limitations of this Service Plan, shall not constitute a material modification of the Service Plan.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance and financing of the Public Improvements within and without the boundaries of the District, to be more specifically defined by the Town according to the Town Code. Such Public Improvements will benefit District residents as a whole through the provision of financing shared transportation access, water, wastewater, and storm water systems as well as recreation services and facilities. An estimate of the costs of the Public Improvements eligible for District financing was prepared based upon actual costs incurred, contractual costs and estimates derived from the zoning on the property in the Service Area and is approximately \$26,752,091, as shown in the updated Exhibit D attached hereto. The specific Public Improvements and associated costs shall be subject to change based on future development approvals through which the Public Improvements to be constructed for the Project are determined, which variations shall not constitute a material modification of this Service Plan.

The cost of Public Improvements not financed by the District shall be funded by the developer and/or builder(s) of the Project as developer contributions, and shall not be obligations of the Town, District, or other governmental entities. All Public Improvements shall meet the standards and specifications adopted and/or required by the Town and/or other governmental entities having jurisdiction over such Public Improvements.

VI. FINANCIAL PLAN

A. General.

The District shall be authorized to finance the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from any lawful revenue source, including but not limited to the proceeds of Debt to be issued by the District. An updated Financial Plan, attached as Exhibit E, includes the estimated indebtedness, timing, and interest rates of Debt anticipated to be issued by the District. The Financial Plan is one projection of Debt to be issued by the District, and it is expected that the terms of Debt when issued by the District will vary from the Financial Plan based on market conditions and other factors at the time of issuance. Such variations shall not constitute a material modification of this Service Plan. The District intends to issue such Debt as the District can reasonably pay from revenues derived from the Maximum Debt Mill Levy and other legally available revenues. The total combined Debt that the District shall be permitted to issue shall not exceed \$21,000,000, which Debt shall be permitted to be issued on a schedule and in such year or years as the District determines shall meet the needs of the District and shall be phased to serve development as it occurs. All Debt issued by the District may be payable from any and all legally available revenues of the District, including but not limited to general *ad valorem* taxes to be imposed upon all taxable property within the District. The District will also rely upon various other revenue sources authorized by law. These may include, but not be limited to, revenues from fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1)(j), C.R.S. It is anticipated that the developer of the Project and/or other parties may incur costs for Public Improvements, either in the form of direct payments for such costs, or by means of advances to the District; these direct payments and/or advances shall be reimbursable by the District from Debt, contractual reimbursement agreements and/or any legally available revenue source.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. The proposed maximum interest rate on any Debt may not exceed twelve percent (12%). The proposed maximum underwriting discount will be three percent (3%). Debt, when issued, will comply with all relevant requirements of this Service Plan and state and Federal law.

C. Maximum Debt Mill Levy.

The “Maximum Debt Mill Levy” shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

1. For the portion of Debt which exceeds 50% of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be 50 mills; provided, however, if there are changes in the method of calculating assessed valuation or any constitutionally mandated or statutorily authorized tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after the Service Plan approval date, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the residential rate as defined in Section 39-1-104.2, C.R.S. shall be deemed to be a change in the method of calculating assessed valuation ("Mill Levy Adjustment").

2. For the portion of any Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

3. Once Debt has been determined to be within Section VI.C.2 above, so that the District is entitled to pledge to its payment an unlimited *ad valorem* mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of state law. The Maximum Debt Mill Levy Imposition Term shall be forty (40) years.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used in this Section VI.C shall be deemed to refer to the District and to each such subdistrict collectively, so that the aggregate mill levy that may be imposed by the District and any subdistrict combined shall not exceed the Maximum Debt Mill Levy. In no event shall the debt service mill levy in the District exceed the Maximum Debt Mill Levy.

D. Developer Debt Mill Levy Imposition Term. Developer Debt shall be subordinate to other Debt of the District and shall be included in the Maximum Debt Authorization. Developer Debt shall expire and be forgiven twenty (20) years after the date of the initial imposition by the District of an ad valorem property tax to pay any Debt, unless otherwise provided pursuant to an intergovernmental agreement with the Town. Refunding Bonds shall not be subject to this Developer Debt Mill Levy Imposition Term so long as such Refunding Bonds are not owned by the Developer or by a party related to the Developer.

E. Security for Debt.

The District shall not pledge any revenue or property of the Town as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the Town of payment of any of the District's obligations; nor shall anything in the

Service Plan be construed so as to create any responsibility or liability on the part of the Town in the event of default by the District in the payment of any such obligation.

F. TABOR Compliance.

The District will comply with the provisions of TABOR.

G. District Operating Costs and Operating Mill Levy.

The first year's operating budget was estimated to be \$50,000, anticipated to be derived from property taxes and other revenues (including developer advances or other payments). The first year's operating budget was an estimate only, and variations from this estimate shall not be considered a material modification of this Service Plan.

In addition to the Maximum Debt Mill Levy applicable to District debt service mill levies, the total Operating Mill Levy imposed by the District to fund administrative, operating, and facilities maintenance expenses, including the repayment of any advances provided to the District for such purposes, shall be a maximum of ten (10) mills, as adjusted by the Mill Levy Adjustment.

H. Town O&M Mill Levy.

At any time the District imposes an operating mill levy, the District hereby agrees that it shall include in its tax certification an additional Town O&M Mill Levy of three (3) mills for purposes of defraying the Town's ongoing operations and maintenance expenses associated with Town capital improvements and infrastructure, the streets within the boundaries of the District and other public improvements which may be dedicated to the Town by the District, located both within and without the boundaries of the District and which directly or indirectly serve development within the District. The District's obligation to impose and collect the revenues from the Town O&M Mill Levy shall begin when the District first imposes an Operating Mill Levy and shall not be required to be imposed prior to such date. The District's imposition of Town O&M Mill Levy shall be memorialized in the Intergovernmental Agreement between the parties. The revenues received from the Town O&M Mill Levy shall be remitted to the Town within thirty (30) days of receipt by the District. The revenues received by the Town from the Town O&M Mill Levy may be applied to any operation and maintenance expenses incurred or associated with any Town capital improvements and infrastructure that the District could otherwise finance and shall not be used for the maintenance of improvements that the District is not otherwise legally authorized to provide. The failure of the District to levy, collect and remit the Town O&M Mill Levy shall constitute a material departure from the Service Plan. The Town may enforce this provision of the Service Plan pursuant to applicable state statutes and exercise all such other available legal and equitable remedies in the event of such material modification by the District.

The Town O&M Mill Levy shall be subject to the Mill Levy Adjustment as described above. Specifically, on or after the date of the original Service Plan approval, if there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, the three (3) mills constituting the Town O&M Mill Levy may be increased or

decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith so that to the extent possible, the actual tax revenues generated by the Town O&M Mill Levy, as adjusted for changes occurring on or after the date of the original Service Plan approval, are neither diminished nor enhanced as a result of such changes. or purposes of the foregoing, a change in the residential rate as defined in Section 39-1-104.2, C.R.S. shall be deemed to be a change in the method of calculating assessed valuation.

VII. ANNUAL REPORT

A. General.

The District shall be responsible for submitting an annual report to the Town Manager no later than September 1st of each year following the year in which the Order and Decree creating the District has been issued.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following as of December 31st of the prior year or as required by statute:

1. Boundary changes made to the District's boundary.
2. Intergovernmental agreements with other governmental entities entered into.
3. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the Town or other governmental entity.
4. The assessed valuation of the District for the current year.
5. Current year budget including a description of the Public Improvements to be constructed in such year.
6. Audit of the District's financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles if required by law or an audit exemption.
7. Notice of any uncured events of default by the District under any Debt instrument, which continue beyond a ninety (90) day period.
8. Summary of any litigation where the District is a party (including a list of the parties or anticipated parties, claims or anticipated claims, etc.).

VIII. DISSOLUTION

Upon an independent determination of the Town Board of Trustees that the purposes for which the District was created have been accomplished, the District agrees to file a petition in the appropriate District Court for dissolution, pursuant to §§ 32-1-701, *et seq.*, C.R.S. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required by the Special District Act and ownership, operations, maintenance, repair and replacement obligations for District owned and operated Public Improvements have been conveyed to another public entity.

IX. DISCLOSURE TO PURCHASERS

In addition to recording the Court Order and Decree forming the District, the District will use reasonable efforts to assure that all home builders of property located within the District provide written notice to all purchasers regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, fees, tolls and charges. The form of notice shall be filed with the Town, which filing shall be deemed satisfied upon the filing of the annual disclosure form (§ 32-1-809, C.R.S.) with the Division of Local Government, or as otherwise required by statute.

X. INTERGOVERNMENTAL AGREEMENTS

Upon District formation, the District and Town executed an intergovernmental agreement attached hereto as Exhibit F-1 (the "Town IGA") and the First Amendment to the Town IGA attached hereto as Exhibit F-2. The District shall not incur any Debt or impose any taxes or fees until its Board has approved and executed the Town IGA. The Town has approved the Town IGA as of the date of approval of the Service Plan and such approval satisfies the condition relating to the Town's action on the Town IGA concerning the issuance of Debt and imposition or taxes or fees by the District. The District and Town shall execute a Second Amendment to the Town IGA authorizing an increase in the District's total Debt issuance to a maximum amount of Twenty-One Million Dollars (\$21,000,000).

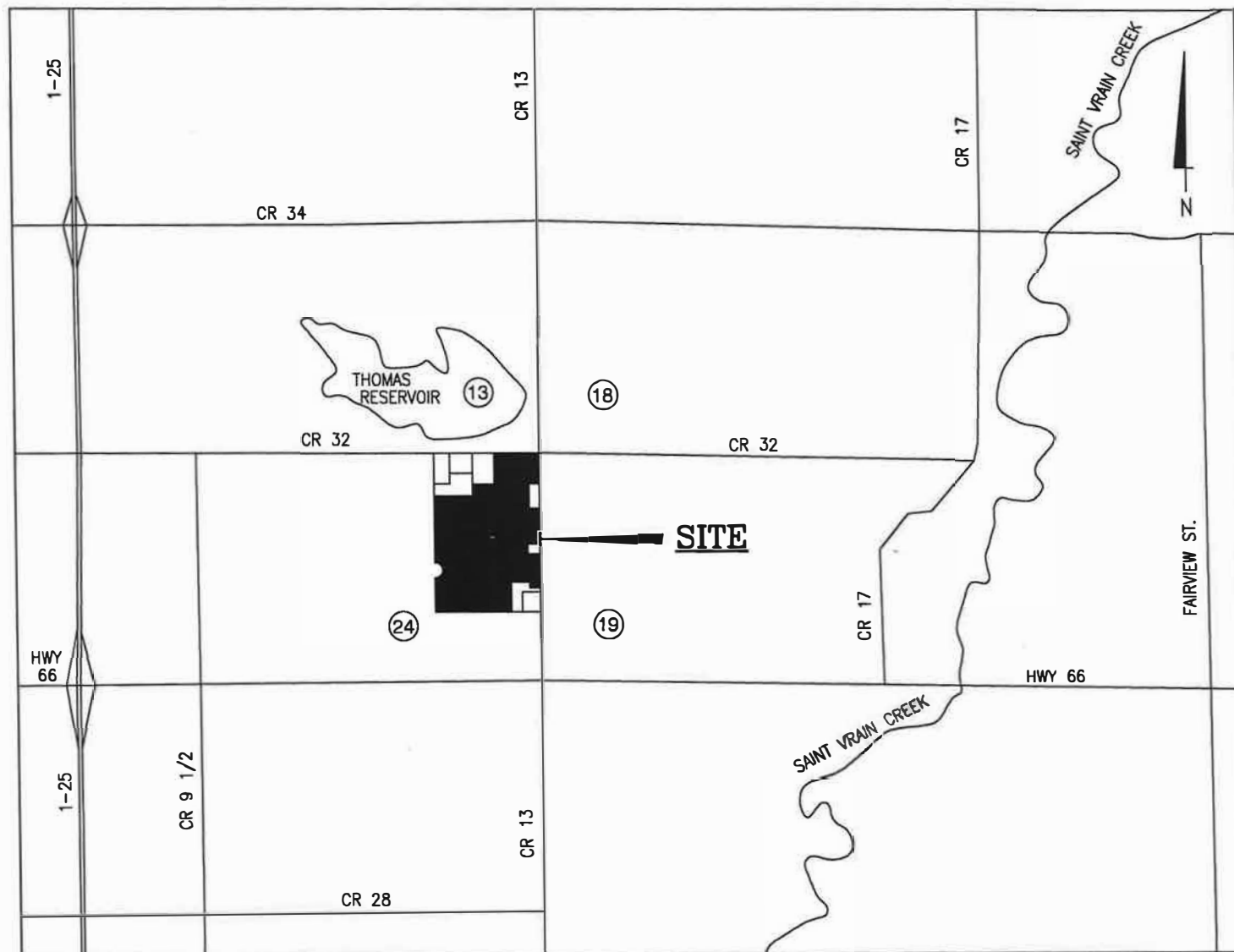
XI. CONCLUSION

It is submitted that this Service Plan for the District, as required by Sections 32-1-204.5 and 32-1-203(2), C.R.S., establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
2. The existing service in the area to be served by the District is inadequate for present and projected needs;
3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries; and

4. The area to be included in the proposed special district has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

EXHIBIT A
VICINITY MAP



VICINITY MAP

N.T.S.

EXHIBIT B

BOUNDARY MAP AND LEGAL DESCRIPTION

EXHIBIT B
LEGAL DESCRIPTION
PROPERTY INCLUDED WITHIN RED BARN METROPOLITAN DISTRICT

Lot 8, Block 4,
Lots 1 through 7, inclusive, Block 5,
Lot 1, Block 6,
Lots 1 and 2, Block 8,
Lots 1 and 2, Block 9,
Lots 1 through 5, inclusive, Block 10,
Lots 1 through 9, inclusive, Block 33,
Lots 1 through 4, inclusive, Block 34,
Lots 1 through 6, inclusive, Block 35,
Lots 1 through 5, inclusive, Block 36,
Lots 1 through 3, inclusive, Block 37,
Lots 1 through 12, inclusive, Block 38,
Lots 1 through 6, inclusive, Block 39,
Lots 1 through 11, inclusive, Block 40,
Lots 1 through 6, inclusive, Block 41,
Lots 1 through 3, inclusive, Block 42,
Lots 1 through 8, inclusive, Block 43,
Lots 12 through 20, inclusive, Block 43,

Lots 1 through 16, inclusive, Block 44,
Lots 1 through 16, inclusive, Block 45,
Lots 1 through 12, inclusive, Block 46,
Lots 1 through 11, inclusive, Block 47,

Lots 11 through 35, inclusive, Block 20,
Lots 1 through 8, inclusive, Block 21,
Lots 1 through 24, inclusive, Block 22,
Lots 1 through 26, inclusive, Block 23,
Lots 1 through 9, inclusive, Block 24,
Lots 1 through 16, inclusive, Block 25,
Lots 1 through 7, inclusive, Block 26,
Lots 21 through 26, inclusive, Block 31,

and,

Outlots A, D, E, G, H, I, J, K, L, M, N, O, P

Red Barn Subdivision Filing No. 2,
Recorded May 11, 2021 at Reception No. 4713905,
Town of Mead, County of Weld, State of Colorado.

RED BARN SUBDIVISION ADDRESS PLAT FILING NO. 2

A SUBDIVISION, LOCATED IN THE EAST HALF SECTION 24, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO



Rocky Ridge Civil Engineering
420 21st Ave, Suite 101
Longmont, CO 80501
http://rockyridgecivil.com

RED BARN SUBDIVISION	ADDRESS PLAT	DATE	CAD NO	JOB NO
		12/21/20	7231A/PLAT2	723-1

SHEET NO	1
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EXHIBIT C

INCLUSION AREA BOUNDARY MAP AND LEGAL DESCRIPTION

EXHIBIT C
LEGAL DESCRIPTION
INCLUSION AREA RED BARN METROPOLITAN DISTRICT

Lots 1-2 of Block 3
Lots 1-7 of Block 4
Lots 1-9 of Block 11
Lots 1-13 of Block 12
Lots 1-8 of Block 13
Lots 1-3 of Block 14
Lots 1-2 of Block 15
Lots 1-19 of Block 16
Lots 1-14 of Block 17
Lots 1-14 of Block 18
Lots 1-7 of Block 19
Lots 1-10 of Block 20
Lots 1-3 of Block 27
Lots 1-3 of Block 28
Lots 1-10 of Block 29
Lots 1-9 of Block 30
Lots 1-20 of Block 31
Lot 1-5 of Block 32

and,

Outlots B, C, F, Q, R, and S

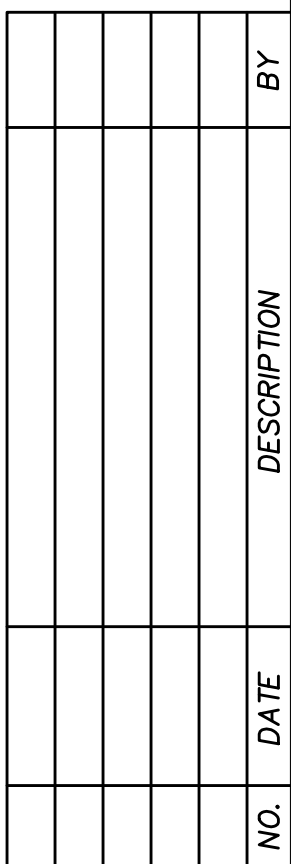
Red Barn Subdivision Filing No. 2,
Recorded on May 11, 2021 at Reception No. 4713905,
Town of Mead, County of Weld, State of Colorado.

and

Outlot T

Red Barn Subdivision Filing No. 1
Town of Mead, County of Weld, State of Colorado.

A SUBDIVISION, LOCATED IN THE EAST HALF SECTION 24, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO



**Rocky Ridge
Civil Engineering**

420 21st Ave, Suite 101
Longmont, CO 80501
303.651.6626
<http://rockyridgecivil.com>

RED BARN SUBDIVISION

ADDRESS PLAT

JOB NO	DATE	TIME	DESCRIPTION	REMARKS
1	10/10/2023	08:00	Start of shift	
2	10/10/2023	08:30	Check equipment	
3	10/10/2023	09:00	Begin work	
4	10/10/2023	09:30	Complete task	
5	10/10/2023	10:00	End of shift	

CAD N°

DATE _____

ADDRESS PLAT

SHEET NO

EXHIBIT D

2022 UPDATED CAPITAL COST ESTIMATES

Exhibit D
Engineer's Cost Estimate
Roadway and Utility Improvements

Phase A1 \$7,785,693.90

Phase A2 \$1,051,006.00

Phase B \$3,173,437.50

Phase C1 \$4,184,163.00

Phase C2 \$1,323,052.50

Offsite Improvements \$222,315.50

Sub-total \$17,739,668.40

15% Contingency \$2,660,950.26

Total with Contingency \$20,400,618.66

Total Lots 437

Roadway and Utilities total all phases and offsite \$20,400,618.66

Exhibit D
Engineer's Cost Estimate
 Tract, Parks and Recreation Improvements

Public Structures

Phase B **\$1,910,200.00**

Landscaping

Phase A1 **\$1,172,697.08**

Phase A2 **\$55,374.06**

Phase B **\$86,057.09**

Phase C1 **\$642,927.02**

Irrigation

Phase A1 **\$741,260.00**

Phase A2 **\$59,600.00**

Phase B **\$174,700.00**

Phase C1 **\$273,005.00**

Erosion Control/Temporary Seeding (Outlots) **\$407,198.88**

Sub-total **\$5,523,019.13**

15% Contingency **\$828,452.87**

Total with Contingency **\$6,351,472.00**

Parks and Rec total for all phases and temporary **\$6,351,472.00**

PHASE A1**Farmstead Place**

Per unit

8" PVC W/L	463.2	LF	\$63.00	\$29,181.60
8" 11.25' Bend	2	EA	\$720.00	\$1,440.00
8" 45' Bend	2	EA	\$755.00	\$1,510.00
Fire Hydrant Assembly	2	EA	\$10,714.00	\$21,428.00
Thrust Block	5	EA	\$300.00	\$1,500.00
8" Gate Valve + Box	2	EA	\$2,710.00	\$5,420.00

8" Sanitary Sewer	457.4	LF	\$75.00	\$34,305.00
48" Sanitary Manhole	3	EA	\$10,616.00	\$31,848.00

Ranch Street (Heritage Drive to Red Barn Rd)

8" PVC W/L	986.3	LF	\$63.00	\$62,136.90
8" Swivel Tee	1	EA	\$1,168.00	\$1,168.00
Thrust Block	10	EA	\$300.00	\$3,000.00
8" 11.25' Bend	6	EA	\$720.00	\$4,320.00
Fire Hydrant Assembly	2	EA	\$10,714.00	\$21,428.00
8 " Gate Valve + Box	9	EA	\$2,710.00	\$24,390.00
8" Plug w/blowoff	1	EA	\$3,242.00	\$3,242.00
2" Air Vac Release	1	EA	\$7,510.00	\$7,510.00

15" San Sewer	1012.9	LF	\$136.00	\$137,754.40
48" Sanitary Manhole	6	EA	\$10,616.00	\$63,696.00

Heritage Drive (Ranch Street to Ditch Crossing)

8" PVC W/L	986	LF	\$63.00	\$62,118.00
8" Swivel Tee	2	EA	\$1,168.00	\$2,336.00
8" Cross	1	EA	\$1,381.00	\$1,381.00
Thrust Block	3	EA	\$300.00	\$900.00
Fire Hydrant Assembly	1	EA	\$10,714.00	\$10,714.00
8 " Gate Valve + Box	4	EA	\$2,710.00	\$10,840.00
8" Plug w/blowoff	1	EA	\$3,242.00	\$3,242.00
2" Air Vac Release	1	EA	\$7,510.00	\$7,510.00

12" San Sewer	196	LF	\$93.00	\$18,228.00
15" San Sewer	519	LF	\$136.00	\$70,584.00
48" Sanitary Manhole	3	EA	\$10,616.00	\$31,848.00

Harvest Drive

8" PVC W/L	1400	LF	\$63.00	\$88,200.00
8" 11.25' Bend	2	EA	\$720.00	\$1,440.00
8' Cross	1	EA	\$1,381.00	\$1,381.00
8" Swivel Tee	2	EA	\$1,168.00	\$2,336.00
Thrust Block	4	EA	\$300.00	\$1,200.00
Fire Hydrant Assembly	1	EA	\$10,714.00	\$10,714.00
8" Gate Valve + Box	10	EA	\$2,710.00	\$27,100.00
2" Air Vac Release	2	EA	\$7,510.00	\$15,020.00

15" Sanitary Sewer	1350	LF	\$136.00	\$183,600.00
48" Sanitary Manhole	5	EA	\$10,616.00	\$53,080.00

Harvest Moon Avenue

8" PVC W/L	1190	LF	\$63.00	\$74,970.00
8" Swivel Tee	2	EA	\$1,168.00	\$2,336.00
Thrust Block	7	EA	\$300.00	\$2,100.00
Fire Hydrant Assembly	2	EA	\$10,714.00	\$21,428.00
8 " Gate Valve + Box	6	EA	\$2,710.00	\$16,260.00

8" Sanitary Sewer	143	LF	\$75.00	\$10,725.00
12" Sanitary Sewer	130	LF	\$93.00	\$12,090.00
15" Sanitary Sewer	450	LF	\$136.00	\$61,200.00
4' SS Manhole	5	EA	\$10,616.00	\$53,080.00

Sunrise Place

8" PVC W/L	200	LF	\$63.00	\$12,600.00
8" 45' Bend	1	EA	\$755.00	\$755.00
Thrust Block	1	EA	\$300.00	\$300.00
Fire Hydrant Assembly	1	EA	\$10,714.00	\$10,714.00
8 " Gate Valve + Box	1	EA	\$2,710.00	\$2,710.00

8" Sanitary Sewer	200	LF	\$75.00	\$15,000.00
4' SS Manhole	3	EA	\$10,616.00	\$31,848.00

Red Barn Avenue (Ditch Crossing to Weld County Rd 13)

8" PVC W/L	293	LF	\$63.00	\$18,459.00
12" PVC W/L	1172	LF	\$106.00	\$124,232.00
12" Swivel Tee	2	EA	\$1,585.00	\$3,170.00
Thrust Block	10	EA	\$300.00	\$3,000.00
Fire Hydrant Assembly	1	EA	\$10,714.00	\$10,714.00
8 " Gate Valve + Box	5	EA	\$2,710.00	\$13,550.00
12" Gate Valve + Box	1	EA	\$4,790.00	\$4,790.00
8" Plug w/blowoff	1	EA	\$3,242.00	\$3,242.00
2" Air Vac Release	2	EA	\$7,510.00	\$15,020.00

15" Sanitary Sewer	225	LF	\$136.00	\$30,600.00
18" Sanitary Sewer	660	LF	\$52.00	\$34,320.00
4' SS Manhole	5	EA	\$10,616.00	\$53,080.00

Plum Street

12" PVC W/L	750	LF	\$106.00	\$79,500.00
12" Swivel Tee	2	EA	\$1,585.00	\$1,168.00
Thrust Block	3	EA	\$300.00	\$900.00
Fire Hydrant Assembly	1	EA	\$10,714.00	\$10,714.00
8 " Gate Valve + Box	3	EA	\$2,710.00	\$8,130.00
12" Gate Valve + Box	4	EA	\$4,790.00	\$19,160.00
12" 90 Degree Bend	1	EA	\$960.00	\$960.00

12" Sanitary Sewer	750	LF	\$93.00	\$69,750.00
4' SS Manhole	3	EA	\$10,616.00	\$31,848.00

WCR 13 Improvements

Per unit

12" PVC W/L	3300	LF	\$106.00	\$349,800.00
12" 90' Bend	1	EA	\$960.00	\$960.00
12" Plug w/Blowoff	1	EA	\$3,942.00	\$3,942.00
Thrust Block	4	EA	\$300.00	\$1,200.00
12" Swivel Tee	3	EA	\$1,585.00	\$4,755.00
12" Gate Valve + Box	6	EA	\$4,790.00	\$28,740.00
8" Gate Valve + Box	2	EA	\$2,710.00	\$5,420.00
6" Gate Valve + Box	1	EA	\$2,210.00	\$2,210.00
Tie in to W/L in CR 32	1	EA	\$6,465.00	\$6,465.00
Tie in existing services/FH to 12" W/L	16	EA	\$2,762.00	\$44,192.00

Asphalt (7" ABC under 5.5" HBP)	6744	SY	\$40.00	\$269,760.00
Concrete Sidewalk (5' width)	3150	LF	\$5.65	\$17,797.50
Curb and Gutter 2' pan	3290	LF	\$22.00	\$72,380.00

Offsite Waterline/Sanitary Line (to Sekich Property)

Per unit

12" PVC W/L	4800	LF	\$106.00	\$508,800.00
12" Plug w/Blowoff	1	EA	\$3,942.00	\$3,942.00
12" 90' Bend	3	EA	\$960.00	\$2,880.00
12" 45' Bend	2	EA	\$995.00	\$1,990.00
Tie in to W/L in at Knights Way	1	EA	\$6,465.00	\$6,465.00
Tie in to W/L in Mulligan St.	1	EA	\$6,465.00	\$6,465.00

12" Sanitary Sewer	250	LF	\$93.00	\$23,250.00
48" Sanitary Manhole	1	EA	\$10,616.00	\$10,616.00

Phase A1 Streets (Does not include Plum Street)

Asphalt (7" ABC under 5.5" HBP)	27732	SY	\$46.00	\$1,275,672.00
Concrete Sidewalk (5' width)	69330	SF	\$5.65	\$391,714.50
Curb & Gutter 2' pan	13866	LF	\$25.00	\$346,650.00
ADA ramps	38	EA	\$2,521.00	\$95,798.00
Cross pan (Area 400 SF)	4000	SF	\$12.95	\$51,800.00

Storm Sewer Phase A1

18" RCP	288	LF	\$89.00	\$25,632.00
24" RCP	543	LF	\$116.00	\$62,988.00
30" RCP	1140	LF	\$154.00	\$175,560.00
36" RCP	167	LF	\$192.00	\$32,064.00
42" RCP	42	LF	\$234.00	\$9,828.00
48" RCP	959	LF	\$291.00	\$279,069.00
54" RCP	259	LF	\$345.00	\$89,355.00
60" RCP	200	LF	\$398.00	\$79,600.00
66" RCP	270	LF	\$507.00	\$136,890.00
53" x 42" Elliptical RCP	195	LF	\$536.00	\$104,520.00
76" x 48" Elliptical RCP	535	LF	\$588.00	\$314,580.00
48" Storm Manhole	5	EA	\$5,850.00	\$29,250.00
60" Storm Manhole	6	EA	\$7,780.00	\$46,680.00
72" Storm Manhole	6	EA	\$9,240.00	\$55,440.00
84" Storm Manhole	2	EA	\$14,000.00	\$28,000.00
96" Storm Manhole	1	EA	\$18,715.00	\$18,715.00
108" Storm Manhole	1	EA	\$29,800.00	\$29,800.00
Box Structure	1	EA	\$23,375.00	\$23,375.00
5' Type R Inlet	2	EA	\$10,153.00	\$20,306.00
10' Type R Inlet	9	EA	\$12,820.00	\$115,380.00
15' Type R Inlet	5	EA	\$16,052.00	\$80,260.00
20' Type R Inlet	6	EA	\$22,340.00	\$134,040.00
18" FES	4	EA	\$2,650.00	\$10,600.00
24" FES	4	EA	\$2,875.00	\$11,500.00
48" FES	6	EA	\$4,065.00	\$24,390.00
54" FES	1	EA	\$4,480.00	\$4,480.00
60" FES	3	EA	\$4,890.00	\$14,670.00
76" x 48" Elliptical FES	3	EA	\$8,530.00	\$25,590.00
Concrete lined channel	2365	LF	\$113.00	\$267,245.00
Outlet Structure	1	EA	\$58,200.00	\$58,200.00
Interceptor Drain	1370	LF	\$15.00	\$20,550.00

Total Phase A1 **\$7,785,693.90**

PHASE A2**Clover Drive (Ranch Street to Plum Street)**

8" PVC W/L	540	LF	\$63.00	\$34,020.00
Fire Hydrant Assembly	1	EA	\$10,714.00	\$10,714.00

12" Sanitary Sewer	520	LF	\$93.00	\$48,360.00
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Ranch Street (Heritage Drive to Plum Street)

8" PVC W/L	1436	LF	\$63.00	\$90,468.00
8" Swivel Tee	1	EA	\$1,168.00	\$1,168.00
Thrust Block	3	EA	\$300.00	\$900.00
8" 45' Bend	2	EA	\$755.00	\$1,510.00
Fire Hydrant Assembly	2	EA	\$10,714.00	\$21,428.00
8 " Gate Valve + Box	3	EA	\$2,710.00	\$8,130.00

12" Sanitary Sewer	1050	LF	\$93.00	\$97,650.00
48" Sanitary Manhole	2	EA	\$10,616.00	\$21,232.00

Phase A2 Streets (Includes Plum Street)

Asphalt (7" ABC under 5.5" HBP)	9468	SY	\$46.00	\$435,528.00
Concrete Sidewalk (5' width)	23660	SF	\$5.65	\$133,679.00
Curb & Gutter 2' pan	4734	LF	\$25.00	\$118,350.00
ADA ramps	9	EA	\$2,521.00	\$22,689.00
Cross pan (Area 400 SF)	400	SF	\$12.95	\$5,180.00

Total Phase A2 **\$1,051,006.00**

PHASE B**Honeycrisp Street (Red Barn Ave to Heritage Drive)**

Per unit

8" PVC W/L	480	LF	\$63.00	\$30,240.00
Fire Hydrant Assembly	1	EA	\$10,714.00	\$10,714.00

10" Sanitary Sewer	325	LF	\$91.00	\$29,575.00
4' SS Manhole	1	EA	\$10,616.00	\$10,616.00

Heritage Drive (Ditch to Gala Circle)

8" PVC W/L	915	LF	\$63.00	\$57,645.00
8" 45' Bend	2	EA	\$755.00	\$1,510.00
8" Swivel Tee	1	EA	\$1,168.00	\$1,168.00
Thrust Block	3	EA	\$300.00	\$900.00
Fire Hydrant Assembly	2	EA	\$10,714.00	\$21,428.00
2" Air Vac Release	1	EA	\$7,510.00	\$7,510.00

8" Sanitary Sewer	540	LF	\$75.00	\$40,500.00
10" Sanitary Sewer	300	LF	\$91.00	\$27,300.00
4' SS Manhole	3	EA	\$10,616.00	\$31,848.00

Gala Circle (Heritage Drive to Homestead Way)

8" PVC W/L	2435	LF	\$63.00	\$153,405.00
8" 45' Bend	1	EA	\$755.00	\$755.00
8" Swivel Tee	2	EA	\$1,168.00	\$2,336.00
8" Cross	1	EA	\$1,381.00	\$1,381.00
2" Air Vac Release	1	EA	\$7,510.00	\$7,510.00
Thrust Block	6	EA	\$300.00	\$1,800.00
Fire Hydrant Assembly	5	EA	\$10,714.00	\$53,570.00
8 " Gate Valve + Box	10	EA	\$2,710.00	\$27,100.00

8" Sanitary Sewer	1650	LF	\$75.00	\$123,750.00
48" Sanitary Manhole	6	EA	\$10,616.00	\$63,696.00

Braeburn Street

8" PVC W/L	740	LF	\$63.00	\$46,620.00
Fire Hydrant Assembly	1	EA	\$10,714.00	\$10,714.00
2" Air Vac Release	1	EA	\$7,510.00	\$7,510.00

8" Sanitary Sewer	740	LF	\$75.00	\$55,500.00
4' SS Manhole	1	EA	\$10,616.00	\$10,616.00

Red Barn Avenue (Small extension)

8" PVC W/L	340	LF	\$63.00	\$21,420.00
8" 11.25' Bend	1	EA	\$720.00	\$720.00
8" Swivel Tee	1	EA	\$1,168.00	\$1,168.00
Thrust Block	2	EA	\$300.00	\$600.00
Fire Hydrant Assembly	1	EA	\$10,714.00	\$10,714.00

8" Sanitary Sewer	140	LF	\$75.00	\$10,500.00
10" Sanitary Sewer	180	LF	\$91.00	\$16,380.00
48" Sanitary Manhole	3	EA	\$10,616.00	\$31,848.00

Sanitary Sewer in Red Barn and Orchard to connect

8" Sanitary Sewer	345	LF	\$75.00	\$25,875.00
10" Sanitary Sewer	850	LF	\$91.00	\$77,350.00
48" Sanitary Manhole	8	EA	\$10,616.00	\$84,928.00

Phase B Streets

Asphalt (7" ABC under 5.5" HBP)	19380	SY	\$46.00	\$891,480.00
Concrete Sidewalk (5' width)	48450	SF	\$5.65	\$273,742.50
Curb & Gutter 2' pan	9690	LF	\$25.00	\$242,250.00
ADA ramps	13	EA	\$2,521.00	\$32,773.00
Cross pan (Area 400 SF)	1200	SF	\$12.95	\$15,540.00

Storm Sewer Phase B

18" RCP	18	LF	\$89.00	\$1,602.00
24" RCP	40	LF	\$116.00	\$4,640.00
36" RCP	530	LF	\$192.00	\$101,760.00
42" RCP	588	LF	\$234.00	\$137,592.00
48" RCP	163	LF	\$291.00	\$47,433.00
60" RCP	177	LF	\$398.00	\$70,446.00
60" Storm Manhole	6	EA	\$7,780.00	\$46,680.00
72" Storm Manhole	2	EA	\$9,240.00	\$18,480.00
84" Storm Manhole	1	EA	\$14,000.00	\$14,000.00
96" Storm Manhole	1	EA	\$18,715.00	\$18,715.00
10' Type R Inlet	3	EA	\$12,820.00	\$38,460.00
15' Type R Inlet	2	EA	\$16,052.00	\$32,104.00
20' Type R Inlet	3	EA	\$22,340.00	\$67,020.00

Total Phase B **\$3,173,437.50**

PHASE C1**Sunset Place**

8" PVC W/L	425	LF	\$63.00	\$26,775.00
Thrust Block	2	EA	\$300.00	\$600.00
Fire Hydrant Assembly	2	EA	\$10,714.00	\$21,428.00
2" Air Vac Release	1	EA	\$7,510.00	\$7,510.00
8" Plug w/blowoff	2	EA	\$3,242.00	\$6,484.00

8" Sanitary Sewer	375	LF	\$75.00	\$28,125.00
48" Sanitary Manhole	1	EA	\$10,616.00	\$10,616.00

Honeycrisp Street (Harvest Drive to Red Barn Avenue)

8" PVC W/L	630	LF	\$63.00	\$39,690.00
Fire Hydrant Assembly	2	EA	\$10,714.00	\$21,428.00

10" Sanitary Sewer	630	LF	\$91.00	\$57,330.00
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Orchard Street (Harvest Drive to Rhubarb Drive)

8" PVC W/L	1250	LF	\$63.00	\$78,750.00
8" 11.25' Bend	6	EA	\$720.00	\$4,320.00
8" Swivel Tee	2	EA	\$1,168.00	\$2,336.00
Thrust Block	8	EA	\$300.00	\$2,400.00
Fire Hydrant Assembly	3	EA	\$10,714.00	\$32,142.00
8 " Gate Valve + Box	6	EA	\$2,710.00	\$16,260.00
2" Air Vac Release	2	EA	\$7,510.00	\$15,020.00

8" Sanitary Sewer	660	LF	\$75.00	\$49,500.00
10" Sanitary Sewer	590	LF	\$91.00	\$53,690.00
48" Sanitary Manhole	8	EA	\$10,616.00	\$84,928.00

Red Barn Avenue (Honeycrisp Street to Harvest Moon Avenue)

8" PVC W/L	1040	LF	\$63.00	\$65,520.00
8" Cross	2	EA	\$1,168.00	\$2,336.00
8" 11.25' Bend	5	EA	\$720.00	\$3,600.00
8" Gate Valve + Box	8	EA	\$2,710.00	\$21,680.00
Thrust Block	5	EA	\$300.00	\$1,500.00
Fire Hydrant Assembly	1	EA	\$10,714.00	\$10,714.00

8" Sanitary Sewer	440	LF	\$75.00	\$33,000.00
4' SS Manhole	3	EA	\$10,616.00	\$31,848.00

Rhubarb Drive

8" PVC W/L	625	LF	\$63.00	\$39,375.00
Fire Hydrant Assembly	1	EA	\$10,714.00	\$10,714.00
2" Air Vac Release	1	EA	\$7,510.00	\$7,510.00

8" Sanitary Sewer	625	LF	\$75.00	\$46,875.00
48" Sanitary Manhole	1	EA	\$10,616.00	\$10,616.00

Cherry Street (Harvest Moon Avenue to Rhubarb Drive)

8" PVC W/L	510	LF	\$63.00	\$32,130.00
8" Swivel Tee	1	EA	\$1,168.00	\$1,168.00
8" 11.25' Bend	1	EA	\$720.00	\$720.00
Thrust Block	2	EA	\$300.00	\$600.00
Fire Hydrant Assembly	1	EA	\$10,714.00	\$10,714.00
8 " Gate Valve + Box	3	EA	\$2,710.00	\$8,130.00

8" Sanitary Sewer	510	LF	\$75.00	\$38,250.00
48" Sanitary Manhole	5	EA	\$10,616.00	\$53,080.00

Honeydew Drive

8" PVC W/L	530	LF	\$63.00	\$33,390.00
8" 11.25' Bend	2	EA	\$720.00	\$1,440.00
Thrust Block	2	EA	\$300.00	\$600.00
Fire Hydrant Assembly	1	EA	\$10,714.00	\$10,714.00

8" Sanitary Sewer	530	LF	\$75.00	\$39,750.00
48" Sanitary Manhole	3	EA	\$10,616.00	\$31,848.00

Harvest Moon Avenue

8" PVC W/L	1250	LF	\$63.00	\$78,750.00
8" Swivel Tee	2	EA	\$1,168.00	\$2,336.00
8" 45' Bend	2	EA	\$755.00	\$1,510.00
8" 11.25' Bend	3	EA	\$720.00	\$2,160.00
Thrust Block	7	EA	\$300.00	\$2,100.00
Fire Hydrant Assembly	2	EA	\$10,714.00	\$21,428.00
8 " Gate Valve + Box	6	EA	\$2,710.00	\$16,260.00

8" San Sewer	160	LF	\$75.00	\$12,000.00
10" Sanitary Sewer	310	LF	\$91.00	\$28,210.00
12" Sanitary Sewer	225	LF	\$93.00	\$20,925.00
48" Sanitary Manhole	5	EA	\$10,616.00	\$53,080.00

WCR 32 Improvements

Per unit

12" PVC W/L	1850	LF	\$106.00	\$196,100.00
12" Plug w/Blowoff	1	EA	\$3,942.00	\$3,942.00
12" Swivel Tee	4	EA	\$1,585.00	\$6,340.00
12" 45' Bend	2	EA	\$995.00	\$1,990.00
12" Gate Valve + Box	8	EA	\$4,790.00	\$38,320.00
8" Gate Valve + Box	2	EA	\$2,710.00	\$5,420.00
6" Gate Valve + Box	2	EA	\$2,210.00	\$4,420.00
Tie in to W/L in CR 13	1	EA	\$6,465.00	\$6,465.00
Tie in existing services/FH to 12" W/L	7	EA	\$2,762.00	\$19,334.00

Asphalt (7" ABC under 5.5" HBP)	3363	SY	\$46.00	\$154,698.00
Concrete Sidewalk (5' width)	1800	LF	\$5.65	\$10,170.00
Curb and Gutter 2' pan	1982	LF	\$25.00	\$49,550.00

Phase C1 Streets

Asphalt (7" ABC under 5.5" HBP)	24864	SY	\$46.00	\$1,143,744.00
Concrete Sidewalk (5' width)	62160	SF	\$5.65	\$351,204.00
Curb & Gutter 2' pan	12432	LF	\$25.00	\$310,800.00
ADA ramps	27	EA	\$2,521.00	\$68,067.00
Cross pan (Area 400 SF)	1600	SF	\$12.95	\$20,720.00

Storm Sewer Phase C1

18" RCP	40	LF	\$89.00	\$3,560.00
21" RCP	38	LF	\$103.00	\$3,914.00
24" RCP	435	LF	\$116.00	\$50,460.00
30" RCP	431	LF	\$154.00	\$66,374.00
60" RCP	177	LF	\$398.00	\$70,446.00
76"x48" Elliptical RCP	76	LF	\$588.00	\$44,688.00
48" Storm Manhole	2	EA	\$5,850.00	\$11,700.00
60" Storm Manhole	1	EA	\$7,780.00	\$7,780.00
Box Structure	3	EA	\$23,375.00	\$70,125.00
24" FES	1	EA	\$2,875.00	\$2,875.00
60" FES	1	EA	\$4,890.00	\$4,890.00
5' Type R Inlet	2	EA	\$10,153.00	\$20,306.00
10' Type R Inlet	2	EA	\$12,820.00	\$25,640.00
15' Type R Inlet	4	EA	\$16,052.00	\$64,208.00

Total Phase C1 **\$4,184,163.00**

PHASE C2**Cherry Street (Rhubarb Drive to Orchard Street)**

Per unit

8" PVC W/L	1215	LF	\$63.00	\$76,545.00
8" Swivel Tee	1	EA	\$1,168.00	\$1,168.00
8" 45' Bend	2	EA	\$755.00	\$1,510.00
8" Gate Valve + Box	3	EA	\$2,710.00	\$8,130.00
2" Air Vac Release	1	EA	\$7,510.00	\$7,510.00
Thrust Block	3	EA	\$300.00	\$900.00
Fire Hydrant Assembly	3	EA	\$10,714.00	\$32,142.00

8" Sanitary Sewer	1200	LF	\$75.00	\$90,000.00
48" Sanitary Manhole	3	EA	\$10,616.00	\$31,848.00

Maraschino Drive

8" PVC W/L	750	LF	\$63.00	\$47,250.00
Fire Hydrant Assembly	1	EA	\$10,714.00	\$10,714.00
2" Air Vac Release	1	EA	\$7,510.00	\$7,510.00

8" Sanitary Sewer	750	LF	\$75.00	\$56,250.00
48" Sanitary Manhole	1	EA	\$10,616.00	\$10,616.00

Orchard Street (Rhubarb Drive to Property Line)

8" PVC W/L	765	LF	\$63.00	\$48,195.00
8" Swivel Tee	2	EA	\$1,168.00	\$2,336.00
Thrust Block	2	EA	\$300.00	\$600.00
Fire Hydrant Assembly	1	EA	\$10,714.00	\$10,714.00
8" Gate Valve + Box	6	EA	\$2,710.00	\$16,260.00
8" Plug w/blowoff	1	EA	\$3,242.00	\$3,242.00

8" Sanitary Sewer	685	LF	\$75.00	\$51,375.00
48" Sanitary Manhole	3	EA	\$10,616.00	\$31,848.00

Phase C2 Streets

Asphalt (7" ABC under 5.5" HBP)	10164	SY	\$46.00	\$467,544.00
Concrete Sidewalk (5' width)	25410	SF	\$5.65	\$143,566.50
Curb & Gutter 2' pan	5082	LF	\$25.00	\$127,050.00
ADA ramps	9	EA	\$2,521.00	\$22,689.00
Cross pan (Area 400 SF)	1200	SF	\$12.95	\$15,540.00

Total Phase C2**\$1,323,052.50**

Offsite Improvements

HWY 66 and WCR 13 Intersection Improvements

Grading/Dirt Movement	1300	CY	\$2.85	\$3,705.00
Extending existing 36" RCP	38	LF	\$192.00	\$7,296.00
Asphalt (8" ABC under 6" HBP)	1029	SY	\$50.50	\$51,964.50
48" Storm Manhole	1	EA	\$5,850.00	\$5,850.00
36" FES	1	EA	\$3,500.00	\$3,500.00
Relocating overhead utility lines*	1	Sum	\$80,000.00	\$80,000.00
Relocating Utility Vault*	1	Sum	\$70,000.00	\$70,000.00

Total Offsite **\$222,315.50**

*Improvements required by the Colorado Department of Transportation per construction drawings associated with NTP permit no. 420045

EXHIBIT E

2022 UPDATED FINANCIAL PLAN

Red Barn Metropolitan District
Development Summary

Statutory Actual Value (2022)	Residential					Total
	SFD	-	-	-	-	
	\$650,000	-	-	-	-	
2022	-	-	-	-	-	-
2023	80	-	-	-	-	80
2024	96	-	-	-	-	96
2025	96	-	-	-	-	96
2026	96	-	-	-	-	96
2027	66	-	-	-	-	66
2028	-	-	-	-	-	-
2029	-	-	-	-	-	-
2030	-	-	-	-	-	-
2031	-	-	-	-	-	-
2032	-	-	-	-	-	-
2033	-	-	-	-	-	-
2034	-	-	-	-	-	-
2035	-	-	-	-	-	-
2036	-	-	-	-	-	-
2037	-	-	-	-	-	-
2038	-	-	-	-	-	-
2039	-	-	-	-	-	-
2040	-	-	-	-	-	-
2041	-	-	-	-	-	-
2042	-	-	-	-	-	-
2043	-	-	-	-	-	-
2044	-	-	-	-	-	-
2045	-	-	-	-	-	-
2046	-	-	-	-	-	-
2047	-	-	-	-	-	-
2048	-	-	-	-	-	-
2049	-	-	-	-	-	-
2050	-	-	-	-	-	-
2051	-	-	-	-	-	-
2052	-	-	-	-	-	-
2053	-	-	-	-	-	-
2054	-	-	-	-	-	-
Total Units	434	-	-	-	-	434
Total Statutory Actual Value	\$282,100,000	-	-	-	-	\$282,100,000

**Red Barn Metropolitan District
Assessed Value**

	Vacant and Improved Land ¹		Residential				Total
	Cumulative Statutory Actual Value	Assessed Value in Collection Year 2 Year Lag 29.00%	Residential Units Delivered	Biennial Reassessment 6.00%	Cumulative Statutory Actual Value	Assessed Value in Collection Year 2 Year Lag 7.15%	Assessed Value in Collection Year 2 Year Lag
2022	5,200,000	0	-	-	0	0	0
2023	6,240,000	0	80	-	53,040,000	0	0
2024	6,240,000	1,508,000	96	3,182,400	121,143,360	0	1,508,000
2025	6,240,000	1,809,600	96	-	187,362,739	3,792,360	5,601,960
2026	4,290,000	1,809,600	96	11,241,764	266,148,270	8,661,750	10,471,350
2027	0	1,809,600	66	-	313,513,337	13,396,436	15,206,036
2028	0	1,244,100	-	18,810,800	332,324,137	19,029,601	20,273,701
2029	0	0	-	-	332,324,137	22,416,204	22,416,204
2030	0	0	-	19,939,448	352,263,585	23,761,176	23,761,176
2031	0	0	-	-	352,263,585	23,761,176	23,761,176
2032	0	0	-	21,135,815	373,399,400	25,186,846	25,186,846
2033	0	0	-	-	373,399,400	25,186,846	25,186,846
2034	0	0	-	22,403,964	395,803,364	26,698,057	26,698,057
2035	0	0	-	-	395,803,364	26,698,057	26,698,057
2036	0	0	-	23,748,202	419,551,566	28,299,941	28,299,941
2037	0	0	-	-	419,551,566	28,299,941	28,299,941
2038	0	0	-	25,173,094	444,724,660	29,997,937	29,997,937
2039	0	0	-	-	444,724,660	29,997,937	29,997,937
2040	0	0	-	26,683,480	471,408,140	31,797,813	31,797,813
2041	0	0	-	-	471,408,140	31,797,813	31,797,813
2042	0	0	-	28,284,488	499,692,628	33,705,682	33,705,682
2043	0	0	-	-	499,692,628	33,705,682	33,705,682
2044	0	0	-	29,981,558	529,674,186	35,728,023	35,728,023
2045	0	0	-	-	529,674,186	35,728,023	35,728,023
2046	0	0	-	31,780,451	561,454,637	37,871,704	37,871,704
2047	0	0	-	-	561,454,637	37,871,704	37,871,704
2048	0	0	-	33,687,278	595,141,915	40,144,007	40,144,007
2049	0	0	-	-	595,141,915	40,144,007	40,144,007
2050	0	0	-	35,708,515	630,850,430	42,552,647	42,552,647
2051	0	0	-	-	630,850,430	42,552,647	42,552,647
2052	0	0	-	37,851,026	668,701,456	45,105,806	45,105,806
2053	0	0	-	-	668,701,456	45,105,806	45,105,806
2054	0	0	-	40,122,087	708,823,543	47,812,154	47,812,154
Total			434	409,734,371			

1. Vacant land value calculated in year prior to construction as 10% build-out market value

**Red Barn Metropolitan District
Revenue**

	Total	District Mill Levy Revenue			Expense		Total
	Assessed Value in Collection Year	Debt Mill Levy 50.000 Cap 50.000 Target	Debt Mill Levy Collections 99.50%	Specific Ownership Taxes 6.00%	County Treasurer Fee 1.50%	Annual Trustee Fee	Revenue Available for Debt Service
2022	0	0.000	0	0	0	0	0
2023	0	0.000	0	0	0	0	0
2024	1,508,000	50.000	75,023	4,501	(1,193)	0	83,103
2025	5,601,960	50.000	278,698	16,722	(4,431)	(4,500)	304,213
2026	10,471,350	50.000	520,950	31,257	(8,283)	(4,500)	572,556
2027	15,206,036	50.000	756,500	45,390	(12,028)	(4,500)	833,475
2028	20,273,701	50.000	1,008,617	60,517	(16,037)	(4,500)	1,112,745
2029	22,416,204	50.000	1,115,206	66,912	(17,732)	(4,500)	1,230,814
2030	23,761,176	50.000	1,182,118	70,927	(18,796)	(4,500)	1,304,933
2031	23,761,176	50.000	1,182,118	70,927	(18,796)	(4,500)	1,304,933
2032	25,186,846	50.000	1,253,046	75,183	(19,923)	(4,500)	1,383,499
2033	25,186,846	50.000	1,253,046	75,183	(19,923)	(4,500)	1,383,499
2034	26,698,057	50.000	1,328,228	79,694	(21,119)	(4,500)	1,466,779
2035	26,698,057	50.000	1,328,228	79,694	(21,119)	(4,500)	1,466,779
2036	28,299,941	50.000	1,407,922	84,475	(22,386)	(4,500)	1,555,055
2037	28,299,941	50.000	1,407,922	84,475	(22,386)	(4,500)	1,555,055
2038	29,997,937	50.000	1,492,397	89,544	(23,729)	(4,500)	1,648,629
2039	29,997,937	50.000	1,492,397	89,544	(23,729)	(4,500)	1,648,629
2040	31,797,813	50.000	1,581,941	94,916	(25,153)	(4,500)	1,747,816
2041	31,797,813	50.000	1,581,941	94,916	(25,153)	(4,500)	1,747,816
2042	33,705,682	50.000	1,676,858	100,611	(26,662)	(4,500)	1,852,955
2043	33,705,682	50.000	1,676,858	100,611	(26,662)	(4,500)	1,852,955
2044	35,728,023	50.000	1,777,469	106,648	(28,262)	(4,500)	1,964,403
2045	35,728,023	50.000	1,777,469	106,648	(28,262)	(4,500)	1,964,403
2046	37,871,704	50.000	1,884,117	113,047	(29,957)	(4,500)	2,082,537
2047	37,871,704	50.000	1,884,117	113,047	(29,957)	(4,500)	2,082,537
2048	40,144,007	50.000	1,997,164	119,830	(31,755)	(4,500)	2,207,759
2049	40,144,007	50.000	1,997,164	119,830	(31,755)	(4,500)	2,207,759
2050	42,552,647	50.000	2,116,994	127,020	(33,660)	(4,500)	2,340,494
2051	42,552,647	50.000	2,116,994	127,020	(33,660)	(4,500)	2,340,494
2052	45,105,806	50.000	2,244,014	134,641	(35,680)	(4,500)	2,481,194
2053	45,105,806	50.000	2,244,014	134,641	(35,680)	(4,500)	2,481,194
2054	47,812,154	50.000	2,378,655	142,719	(37,821)	(4,500)	2,630,336
Total			46,018,187	2,761,091	(731,689)	(135,000)	50,839,346

Red Barn Metropolitan District
Debt Service

	Total Revenue Available for Debt Service	Net Debt Service	Surplus Fund			Ratio Analysis	
		Series 2024A	Annual Surplus	Cumulative Balance	Released Revenue	Debt Service Coverage	Senior Debt to Assessed Value
		Dated: 12/1/2024 Par: \$15,050,000 Proj: \$11,680,000					
				\$1,505,000			
2022	0		0	0	0	n/a	n/a
2023	0		0	0	0	n/a	n/a
2024	83,103	0	83,103	83,103	0	n/a	n/a
2025	304,213	0	304,213	387,316	0	n/a	998%
2026	572,556	0	572,556	959,872	0	n/a	269%
2027	833,475	752,500	80,975	1,040,848	0	111%	144%
2028	1,112,745	822,500	290,245	1,331,092	0	135%	99%
2029	1,230,814	914,000	316,814	1,505,000	142,906	135%	73%
2030	1,304,933	930,750	374,183	1,505,000	374,183	140%	65%
2031	1,304,933	931,250	373,683	1,505,000	373,683	140%	61%
2032	1,383,499	951,250	432,249	1,505,000	432,249	145%	60%
2033	1,383,499	949,750	433,749	1,505,000	433,749	146%	55%
2034	1,466,779	972,750	494,029	1,505,000	494,029	151%	54%
2035	1,466,779	969,000	497,779	1,505,000	497,779	151%	50%
2036	1,555,055	989,750	565,305	1,505,000	565,305	157%	49%
2037	1,555,055	988,750	566,305	1,505,000	566,305	157%	45%
2038	1,648,629	1,012,000	636,629	1,505,000	636,629	163%	44%
2039	1,648,629	1,013,250	635,379	1,505,000	635,379	163%	40%
2040	1,747,816	1,033,500	714,316	1,505,000	714,316	169%	38%
2041	1,747,816	1,031,750	716,066	1,505,000	716,066	169%	35%
2042	1,852,955	1,054,000	798,955	1,505,000	798,955	176%	33%
2043	1,852,955	1,054,000	798,955	1,505,000	798,955	176%	30%
2044	1,964,403	1,072,750	891,653	1,505,000	891,653	183%	28%
2045	1,964,403	1,074,250	890,153	1,505,000	890,153	183%	25%
2046	2,082,537	1,094,250	988,287	1,505,000	988,287	190%	23%
2047	2,082,537	1,096,750	985,787	1,505,000	985,787	190%	20%
2048	2,207,759	1,117,500	1,090,259	1,505,000	1,090,259	198%	18%
2049	2,207,759	1,115,500	1,092,259	1,505,000	1,092,259	198%	15%
2050	2,340,494	1,136,750	1,203,744	1,505,000	1,203,744	206%	13%
2051	2,340,494	1,140,000	1,200,494	1,505,000	1,200,494	205%	10%
2052	2,481,194	1,161,000	1,320,194	1,505,000	1,320,194	214%	8%
2053	2,481,194	1,163,750	1,317,444	1,505,000	1,317,444	213%	5%
2054	2,630,336	1,185,000	1,445,336	0	2,950,336	222%	0%
Total	50,839,346	28,728,250	22,111,096		22,111,096		

Red Barn Metropolitan District
Subordinate Debt Service

	Revenue Available for Debt Service	Interest Payment 7.500%	Balance of Accrued Interest	Principal Payment	Principal Balance	Debt Service	Released Revenue
						Series 2024B(3)	
						Dated: 12/1/2024 Par: \$5,432,000 Proj: \$5,269,040	
12/15/2022	-	-	-	-	-	-	-
12/15/2023	-	-	-	-	-	-	-
12/1/2024	-	-	-	-	5,432,000	-	-
12/15/2025	-	-	423,243	-	5,432,000	-	-
12/15/2026	-	-	862,387	-	5,432,000	-	-
12/15/2027	-	-	1,334,466	-	5,432,000	-	-
12/15/2028	-	-	1,841,950	-	5,432,000	-	-
12/15/2029	142,906	142,906	2,244,591	-	5,432,000	142,906	-
12/15/2030	374,183	374,183	2,446,152	-	5,432,000	374,183	-
12/15/2031	373,683	373,683	2,663,331	-	5,432,000	373,683	-
12/15/2032	432,249	432,249	2,838,232	-	5,432,000	432,249	-
12/15/2033	433,749	433,749	3,024,751	-	5,432,000	433,749	-
12/15/2034	494,029	494,029	3,164,979	-	5,432,000	494,029	-
12/15/2035	497,779	497,779	3,311,974	-	5,432,000	497,779	-
12/15/2036	565,305	565,305	3,402,467	-	5,432,000	565,305	-
12/15/2037	566,305	566,305	3,498,746	-	5,432,000	566,305	-
12/15/2038	636,629	636,629	3,531,924	-	5,432,000	636,629	-
12/15/2039	635,379	635,379	3,568,840	-	5,432,000	635,379	-
12/15/2040	714,316	714,316	3,529,586	-	5,432,000	714,316	-
12/15/2041	716,066	716,066	3,485,639	-	5,432,000	716,066	-
12/15/2042	798,955	798,955	3,355,507	-	5,432,000	798,955	-
12/15/2043	798,955	798,955	3,215,614	-	5,432,000	798,955	-
12/15/2044	891,653	891,653	2,972,533	-	5,432,000	891,653	-
12/15/2045	890,153	890,153	2,712,720	-	5,432,000	890,153	-
12/15/2046	988,287	988,287	2,335,288	-	5,432,000	988,287	-
12/15/2047	985,787	985,787	1,932,048	-	5,432,000	985,787	-
12/15/2048	1,090,259	1,090,259	1,394,092	-	5,432,000	1,090,259	-
12/15/2049	1,092,259	1,092,259	813,790	-	5,432,000	1,092,259	-
12/15/2050	1,203,744	1,203,744	78,480	-	5,432,000	1,203,744	-
12/15/2051	1,200,494	491,766	-	708,000	4,724,000	1,199,766	-
12/15/2052	1,320,194	354,300	-	966,000	3,758,000	1,320,300	-
12/15/2053	1,317,444	281,850	-	1,036,000	2,722,000	1,317,850	-
12/15/2054	2,950,336	204,150	-	2,722,000	-	2,926,150	24,402
	22,111,096	16,654,693		5,432,000		22,086,693	24,402

**Red Barn Metropolitan District
Revenue**

	Total	Operations Mill Levy Revenue			Expense	Total
	Assessed Value in Collection Year	O&M Mill Levy 10.000 Cap 10.000 Target	O&M Mill Levy Collections 99.50%	Specific Ownership Taxes 6.00%	County Treasurer Fee 1.50%	Revenue Available for Operations
2022	0	0.000	0	0	0	0
2023	0	0.000	0	0	0	0
2024	1,508,000	10.000	15,080	900	(226)	15,754
2025	5,601,960	10.000	56,020	3,344	(840)	58,524
2026	10,471,350	10.000	104,714	6,251	(1,571)	109,394
2027	15,206,036	10.000	152,060	9,078	(2,281)	158,857
2028	20,273,701	10.000	202,737	12,103	(3,041)	211,799
2029	22,416,204	10.000	224,162	13,382	(3,362)	234,182
2030	23,761,176	10.000	237,612	14,185	(3,564)	248,233
2031	23,761,176	10.000	237,612	14,185	(3,564)	248,233
2032	25,186,846	10.000	251,868	15,037	(3,778)	263,127
2033	25,186,846	10.000	251,868	15,037	(3,778)	263,127
2034	26,698,057	10.000	266,981	15,939	(4,005)	278,915
2035	26,698,057	10.000	266,981	15,939	(4,005)	278,915
2036	28,299,941	10.000	282,999	16,895	(4,245)	295,649
2037	28,299,941	10.000	282,999	16,895	(4,245)	295,649
2038	29,997,937	10.000	299,979	17,909	(4,500)	313,388
2039	29,997,937	10.000	299,979	17,909	(4,500)	313,388
2040	31,797,813	10.000	317,978	18,983	(4,770)	332,192
2041	31,797,813	10.000	317,978	18,983	(4,770)	332,192
2042	33,705,682	10.000	337,057	20,122	(5,056)	352,123
2043	33,705,682	10.000	337,057	20,122	(5,056)	352,123
2044	35,728,023	10.000	357,280	21,330	(5,359)	373,251
2045	35,728,023	10.000	357,280	21,330	(5,359)	373,251
2046	37,871,704	10.000	378,717	22,609	(5,681)	395,646
2047	37,871,704	10.000	378,717	22,609	(5,681)	395,646
2048	40,144,007	10.000	401,440	23,966	(6,022)	419,384
2049	40,144,007	10.000	401,440	23,966	(6,022)	419,384
2050	42,552,647	10.000	425,526	25,404	(6,383)	444,548
2051	42,552,647	10.000	425,526	25,404	(6,383)	444,548
2052	45,105,806	10.000	451,058	26,928	(6,766)	471,220
2053	45,105,806	10.000	451,058	26,928	(6,766)	471,220
2054	47,812,154	10.000	478,122	28,544	(7,172)	499,494
Total			9,249,887	552,218	(138,748)	9,663,357

**Red Barn Metropolitan District
Revenue**

	Total	Town Mill Levy Revenue			Expense	Total
	Assessed Value in Collection Year	Town Mill Levy 3.000 Cap 3.000 Target	Town Mill Levy Collections 99.50%	Specific Ownership Taxes 6.00%	County Treasurer Fee 1.50%	Revenue Available for Operations
2022	0	0.000	0	0	0	0
2023	0	0.000	0	0	0	0
2024	1,508,000	3.000	4,524	270	(68)	4,726
2025	5,601,960	3.000	16,806	1,003	(252)	17,557
2026	10,471,350	3.000	31,414	1,875	(471)	32,818
2027	15,206,036	3.000	45,618	2,723	(684)	47,657
2028	20,273,701	3.000	60,821	3,631	(912)	63,540
2029	22,416,204	3.000	67,249	4,015	(1,009)	70,255
2030	23,761,176	3.000	71,284	4,256	(1,069)	74,470
2031	23,761,176	3.000	71,284	4,256	(1,069)	74,470
2032	25,186,846	3.000	75,561	4,511	(1,133)	78,938
2033	25,186,846	3.000	75,561	4,511	(1,133)	78,938
2034	26,698,057	3.000	80,094	4,782	(1,201)	83,674
2035	26,698,057	3.000	80,094	4,782	(1,201)	83,674
2036	28,299,941	3.000	84,900	5,069	(1,273)	88,695
2037	28,299,941	3.000	84,900	5,069	(1,273)	88,695
2038	29,997,937	3.000	89,994	5,373	(1,350)	94,017
2039	29,997,937	3.000	89,994	5,373	(1,350)	94,017
2040	31,797,813	3.000	95,393	5,695	(1,431)	99,658
2041	31,797,813	3.000	95,393	5,695	(1,431)	99,658
2042	33,705,682	3.000	101,117	6,037	(1,517)	105,637
2043	33,705,682	3.000	101,117	6,037	(1,517)	105,637
2044	35,728,023	3.000	107,184	6,399	(1,608)	111,975
2045	35,728,023	3.000	107,184	6,399	(1,608)	111,975
2046	37,871,704	3.000	113,615	6,783	(1,704)	118,694
2047	37,871,704	3.000	113,615	6,783	(1,704)	118,694
2048	40,144,007	3.000	120,432	7,190	(1,806)	125,815
2049	40,144,007	3.000	120,432	7,190	(1,806)	125,815
2050	42,552,647	3.000	127,658	7,621	(1,915)	133,364
2051	42,552,647	3.000	127,658	7,621	(1,915)	133,364
2052	45,105,806	3.000	135,317	8,078	(2,030)	141,366
2053	45,105,806	3.000	135,317	8,078	(2,030)	141,366
2054	47,812,154	3.000	143,436	8,563	(2,152)	149,848
Total			2,774,966	165,665	(41,624)	2,899,007

EXHIBIT F-1

EXECUTED INTERGOVERNMENTAL AGREEMENT

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF MEAD, COLORADO
AND RED BARN METROPOLITAN DISTRICT**

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made and entered into as of this 9th day of December, 2019, by and between the TOWN OF MEAD, a municipal corporation of the State of Colorado (“Town”), and RED BARN METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”). The Town and the District are collectively referred to as the “Parties.”

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Service Plan, approved by the Town on July 29, 2019 (“Service Plan”); and

WHEREAS, the Service Plan requires that the District’s Board of Directors execute this Agreement between the Town and the District; and

WHEREAS, the Town and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Agreement.

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The District shall dedicate the Public Improvements (as defined in the Service Plan) to the Town and other governmental or nonprofit entities in a manner consistent with future development agreements or development plans. Dedication of Public Improvements shall be consistent with rules and regulations of the Town, or other governmental entity, and applicable provisions of the Town Code. Notwithstanding the foregoing, the District shall have the right to operate and maintain Public Improvements not accepted by the Town or other governmental entity, including recreational facilities and services.

2. Overlapping Services. The District shall not provide the same service as any existing special district in which the District is an “overlapping special district” (as defined in Section 32-1-107, C.R.S.) unless consent to the provision of such service is approved pursuant to Section 32-1-107, C.R.S.

3. Construction Standards. If the District is constructing Public Improvements it will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town or other governmental entities having jurisdiction and the District will obtain the Town’s approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to the District performing such work.

4. Improvement Access and Access Fees. Park and recreation Public Improvements that are owned and maintained by the District, including community pool, clubhouse farm area and parks, and that are accessible to District residents shall also be open to the general public. If a fee is charged for access, such fee shall not result in non-District residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the District. All fees shall be based on the District's determination that such fees do not exceed reasonable annual market fees for users of such facilities. Notwithstanding the foregoing, all parks and trails shall be open to the general public free of charge.

5. Issuance of Debt. Prior to the issuance of any privately placed Debt, as set forth in the District's Service Plan, to the Project developer or its affiliated entities, the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan. We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

6. Inclusion/Exclusion Limitation. The District shall not include within its boundaries any property outside of its Service Area without the prior written consent of the Town Board of Trustees and St. Vrain, pursuant to the St. Vrain IGA. The District shall give the Town thirty (30) days advance written notice of any proposed exclusion hearing. The Town shall have the right to require Town approval of any such exclusion in regard to the continuation of District services to the excluded property, by written notice to the District delivered not less than five (5) business days prior to the scheduled exclusion hearing. Town approval may be given by the Town Administrator and any action on such exclusion shall be completed by the Town Administrator within fifteen (15) days following the hearing at which the District considers the exclusion.

7. Total Debt Issuance. The District shall not issue Debt, collectively, in excess of Fifteen Million Dollars (\$15,000,000), and the District may issue Debt on a schedule and in such year or years as the District determines and phased to serve development as it occurs.

8. Total Debt Issuance Limitation. The District shall not be authorized to incur any indebtedness until such time as the District has approved and executed this Agreement.

9. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the Town is eligible to apply for (and has applied for), except pursuant to approval of the Town. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

10. Bankruptcy. All of the limitations contained in the Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy have been established under the authority of the Town to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of the Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the Town as part of a Service Plan Amendment.

11. Dissolution. Upon an independent determination of the Town Board of Trustees that the purposes for which the District was created have been accomplished, the District agrees to file a petition in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall dissolution occur until the District has provided for the payment or discharge of all their outstanding indebtedness and other financial obligations as required pursuant to the Special District Act and ownership, operations, maintenance, repair and replacement obligations for District owned and operated Public Improvements have been conveyed to another public entity.

12. Disclosure to Purchasers. The District will use reasonable efforts to ensure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District’s authority to impose and collect fees, rates, tolls, penalties and charges. The form of notice shall be filed with the Town, which filing shall be deemed satisfied upon the filing of the annual disclosure form (Section 32-1-809, C.R.S. Disclosure) with the Division of Local Government.

13. Service Plan Amendment Requirement. Actions of the District which violate the material terms of the Service Plan shall be deemed to be material modifications to the Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin such actions of the District, and to seek other remedies provided in law or inequity.

14. Annual Report. The District shall be responsible for submitting an annual report to the Town Manager by no later than September 1st of each year following the year in which the Order and Decree creating the District has been issued, containing the information set forth in Section VII.B. of the Service Plan.

15. Maximum Debt Mill Levy. The “Maximum Debt Mill Levy” shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

a. For the portion of Debt which exceeds 50% of the District’s assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be 50 mills; provided, however, if there are changes in the method of calculating assessed valuation or any constitutionally mandated or statutorily authorized tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after the Service Plan approval date, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the residential rate as defined in Section 39-1-104.2, C.R.S. shall be deemed to be a change in the method of calculating assessed valuation (“Gallagher Amendment Adjustment”).

b. For the portion of any Debt which is equal to or less than fifty percent (50%) of the District’s assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

c. Once Debt has been determined to be within Section 15.b above, so that the District is entitled to pledge to its payment an unlimited *ad valorem* mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District’s Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of state law. The Maximum Debt Mill Levy Imposition Term shall be forty (40) years.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term “District” as used in this Section 15.c shall be deemed to refer to the District and to each such subdistrict collectively, so that the aggregate mill levy that may be imposed by the District and any subdistrict combined shall not exceed the Maximum Debt Mill Levy. In no event shall the debt service mill levy in the District exceed the Maximum Debt Mill Levy.

d. In addition to the Maximum Debt Mill Levy applicable to all District debt service mill levies, the total Operating Mill Levy imposed by the District to fund administrative, operating, and facilities maintenance expenses, including the repayment of any advances provided to the District for such purposes, shall not exceed ten (10) mills, as adjusted by the Gallagher Amendment Adjustment.

(a) At any time the District imposes an operations mill levy, the District hereby agrees that it shall include in its tax certification an additional Town O&M Mill Levy of three (3) mills for purposes of defraying the Town’s ongoing operations and maintenance expenses associated with Town capital improvements and infrastructure, the streets within the boundaries of the District and other public improvements which may be dedicated to the Town by the District, located both within and without the boundaries of the District and which directly or indirectly serve development within the District. The District’s obligation to impose and collect the revenues

from the Town O&M Mill Levy shall begin when the District first imposes an Operating Mill Levy and shall not be required to be imposed prior to such date. The revenues received from the Town O&M Mill Levy shall be remitted to the Town within thirty (30) days of receipt by the District. The revenues received by the Town from the Town O&M Mill Levy may be applied to any operation and maintenance expenses incurred or associated with any Town capital improvements and infrastructure that the District could otherwise finance and shall not be used for the maintenance of improvements that the District is not otherwise legally authorized to provide. The failure of the District to levy, collect and remit the Town O&M Mill Levy shall constitute a material departure from the Service Plan. The Town may enforce this provision of the Service Plan pursuant to applicable state statutes and exercise all such other available legal and equitable remedies in the event of such material modification by the District.

(b) The Town O&M Mill Levy shall be subject to the Gallagher Amendment Adjustment as described above. Specifically, on or after the date of Service Plan approval, if there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, the three (3) mills constituting the Town O&M Mill Levy may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith so that to the extent possible, the actual tax revenues generated by the Town O&M Mill Levy, as adjusted for changes occurring on or after the date of Service Plan approval, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the residential rate as defined in Section 39-1-104.2, C.R.S. shall be deemed to be a change in the method of calculating assessed valuation.

16. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of the same in person, by courier, via nationally recognized overnight air courier service, or by depositing the same in the United States mail, postage prepaid, addressed as follows:

To the District:	Red Barn Metropolitan District Fritsche Law LLC 1888 Sherman St., Suite 200 Denver, CO 80203 Phone: 720-833-4223 joan@fritschelaw.com
To the Town:	Town of Mead c/o Michow Cox & McAskin LLP 6530 S. Yosemite St., Suite 200 Greenwood Village, CO 80111 Attn: Marcus McAskin, Town Attorney Phone: (303) 459-2725 marcus@mcm-legal.com

17. Amendment. This Agreement may be modified or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

18. Assignment. Neither Party shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of this provision shall be void.

19. Default/Remedies. In the event of a breach or default of this Agreement by one Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

20. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

21. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

22. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

23. No Third-Party Beneficiaries. Nothing in this Agreement is intended to give any person other than the District and the Town any right, remedy, or claim under this Agreement.

24. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, such provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

26. Paragraph Headings. Paragraph headings are inserted for reference only.

27. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

[Remainder of Page Intentionally Left Blank. Signature Pages to Follow].

IN WITNESS WHEREOF, this Agreement is executed by the Town and the District as of the date first above written.

RED BARN METROPOLITAN DISTRICT

ATTEST:

By: [Signature]
 President
 Printed Name: Andrew Gresson

[Signature]
 Secretary
 Printed Name: Cyndi Benson

TOWN OF MEAD, COLORADO

ATTEST:

By: [Signature]
 Mayor

By: [Signature]
 Town Clerk



APPROVED AS TO FORM: [Signature]
 Town Attorney

EXHIBIT F-2

**EXECUTED FIRST AMENDMENT TO TOWN
INTERGOVERNMENTAL AGREEMENT**

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF MEAD, COLORADO
AND RED BARN METROPOLITAN DISTRICT

This FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (the "First Amendment") is made and entered into as of this 8 day of August, 2022, ~~2021~~, by and between the TOWN OF MEAD, a municipal corporation of the State of Colorado ("Town"), and RED BARN METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"). The Town and District are collectively referred to as the "Parties."

RECITALS

WHEREAS, the Town and the District entered into that certain Intergovernmental Agreement dated December 9, 2019 ("Agreement"), relating to the District's provision of services and exercise of powers as set forth in the District's Service Plan, approved by the Town on July 29, 2019; and

WHEREAS, the Town maintains, or will maintain upon final acceptance of such infrastructure, certain infrastructure within the District, including stormwater and road improvements, that crosses a pipeline owned and maintained by the Baugh Lateral Ditch and Reservoir Company ("Baugh Lateral"); and

WHEREAS, Baugh Lateral has entered into that certain License Agreement for Storm Water Crossings and that certain License Agreement for Road Crossings, each with 13-32 Development LLC and dated April 28, 2021 ("Crossings Agreements"), relating to stormwater and road improvements crossing a Baugh Lateral ditch and future pipeline located within the District ("Improvements"); and

WHEREAS, Section 12 of each of the Crossings Agreements contemplates a future agreement or agreements between Baugh Lateral and the Town relating to perpetual maintenance of the Improvements by the Town ("Town-Baugh Lateral Agreement"), and the Town will be working in good faith with Baugh Lateral to finalize the Town-Baugh Lateral Agreement; and

WHEREAS, the Parties agree that any fees, damages, or costs imposed by Baugh Lateral on the Town pursuant to the Town-Baugh Lateral Agreement shall be the responsibility of the District; and

WHEREAS, the Parties desire to amend the Agreement accordingly pursuant to Section 17 thereof, which requires that the Parties duly authorize and execute a written agreement to modify the Agreement; and

WHEREAS, the Town and the District agree that it is in the best interests of their respective taxpayers, residents, and property owners to enter into this First Amendment.

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

COVENANTS AND AGREEMENTS

1. The Agreement is hereby amended in accordance with Section 17 thereof to add Section 28, to read in full as follows.

28. Payment of Expenses under the Town-Baugh Lateral Agreement. The District hereby agrees that it is responsible for and shall reimburse or advance to the Town, in accordance with the provisions of this Section 28, any fees, damages, or costs imposed on the Town by Baugh Lateral under the terms of the Town-Baugh Lateral Agreement, as the same may be amended from time to time, including but not limited to costs related to the continued maintenance of road and stormwater crossings with Baugh Lateral's ditch and/or pipeline ("Ditch Costs").

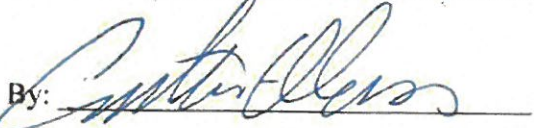
a. Upon notice from Baugh Lateral of Ditch Costs owed by the Town, the Town shall submit a written request to the District for payment of such amount.

b. The District shall remit the Ditch Costs to the Town in no case later than forty-five (45) days after the Town's written request for payment, except as may otherwise be provided in a payment plan mutually agreed upon in writing by the District and the Town.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, this First Amendment is executed by the Town and the District
as of the date first above written.

RED BARN METROPOLITAN DISTRICT

By: 

President

Printed Name: Cynthia Myers

ATTEST:

By: 

Secretary

Printed Name: Taylor Lilly

TOWN OF MEAD, COLORADO

By: 

Colleen G. Whitlow, Mayor

ATTEST:

By: 

Mary E. Strutt, MMC, Town Clerk



EXHIBIT F-3

**SECOND AMENDMENT TO TOWN INTERGOVERNMENTAL
AGREEMENT**

**SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF MEAD, COLORADO
AND RED BARN METROPOLITAN DISTRICT**

THIS SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (the “Second Amendment”) is made and entered into as of this ____ day of _____, 20__ by and between the TOWN OF MEAD, a municipal corporation of the State of Colorado (“Town”), and RED BARN METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”). The Town and the District are collectively referred to as the “Parties.”

RECITALS

WHEREAS, the Town and District entered into that certain Intergovernmental Agreement dated December 9, 2019 (“Agreement”), relating to the District’s provision of services and exercise of powers as set forth in the District’s Service Plan, approved by the Town on July 29, 2019 (“Service Plan”); and

WHEREAS, the Town and District entered into a First Amendment to the Agreement, dated August 8, 2022 (“First Amendment”), requiring the District to reimburse or advance to the Town any fees, damages, or costs imposed on the Town by the Baugh Lateral Ditch and Reservoir Company under the Town-Baugh Lateral Agreement relating to costs of continued maintenance of road and stormwater crossings with Baugh Lateral’s ditch and/or pipeline; and

WHEREAS, the District submitted an Amended and Restated Service Plan, approved by the Town on _____ (“Amended Service Plan”) requiring the District’s Board of Directors execute this Second Amendment to the Agreement between the Town and the District; and

WHEREAS, the Parties desire to amend the Agreement accordingly pursuant to Section 17 of the Agreement, which requires that the Parties duly authorize and execute a written agreement to modify the Agreement; and

WHEREAS, the Parties agree that it is in the best interests of their respective taxpayers, residents, and property owners to enter into this Second Amendment.

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. The Agreement is hereby amended in accordance with Section 17 thereof by replacing Section 7 in its entirety to read as follows:

7. Total Debt Issuance. The District shall not issue Debt, collectively, in excess of Twenty-One Million Dollars (\$21,000,000), and the District may issue Debt on a schedule and in such year or years as the District determines and phased to serve development as it occurs.

2. The Agreement is hereby further amended in accordance with Section 17 thereof by the inclusion of the following sections:

29. Conveyance. The District agree to convey to the Town, at no expense to the Town and upon written notification from the Town, any real property owned by the District that is necessary, in the Town's sole discretion, for any Town capital improvement projects for transportation, utilities or drainage. The District shall, at no expense to the Town and upon written notification from the Town, transfer to the Town all rights-of-way, fee interests and easements owned by the District that the Town determines are necessary for access to and operation and maintenance of the Public Improvements to be owned, operated and maintained by the Town, consistent with an Approved Development Plan.

30. Fee Limitations.

a. Recurring Fee Limitation. The District may impose and collect Recurring Fees for administrative, operations and maintenance expenses and for services, programs or facilities furnished by the District, including fees to operate and maintain the community pool, clubhouse, barn, open space and park improvements. Any Recurring Fees for administrative, operations and maintenance expenses not specifically set forth in the Financial Plan, including a subsequent increase in such Recurring Fees, shall be subject to review and approval by the Town, either administratively or by formal action of the Town Board, at the discretion of the Town Manager. If the Town does not respond to a request for the imposition of the Recurring Fee or an increase in such Recurring Fee within forty-five (45) days of receipt of a written request from the District, the Town shall be deemed to have approved the ability of the District to impose or increase the Recurring Fee as described in the request. Any Recurring Fees imposed or increased for operation and maintenance expenses without approval as set forth herein shall constitute a material departure from the Service Plan. The revenue from a Recurring Fee shall not be used to pay for Debt.

b. Public Improvement Fee Limitation. The District shall not collect, receive, spend or pledge to any Debt or use to pay for operations and maintenance services, any fee, assessment, or charge that is collected by a retailer in the District on the sale of goods or services by such retailer and which is measured by the sales price of such goods or services, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town.

c. Capital Fee Limitation. Except as may be set forth and permitted in an agreement with the Town, no fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from taxable property owned or occupied by an End User that has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any taxable property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from taxable property for the purpose of funding operation and maintenance costs of the District.

31. Eminent Domain Limitation. The District shall not exercise its eminent domain or dominant eminent domain authority against Town-owned or Town-leased property except with prior written consent by the Town Board.

32. Land Purchase Limitation. Proceeds from the sale of Debt and other revenue of the District shall not be used to pay the Developer for the acquisition from the Developer of any real property, easements or other interests required to be dedicated for public use by annexation agreements, Approved Development Plans, the Town Code or other development requirements, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town.

33. Developer Reimbursement of Public Improvement Related Costs Limitation. Prior to the reimbursement to the Developer for costs incurred in the organization of the District, or for funds expended on the District behalf related to the Public Improvements, or for the acquisition of any part of the Public Improvements, the District shall receive: a) the report of an engineer retained by the District, independent of the Developer and licensed in Colorado verifying that, in such engineer's professional opinion, the reimbursement for the costs of the Public Improvements that are the subject of the reimbursement or acquisition, including the construction costs and the soft costs, but excluding the accounting and legal fees, are, in such engineer's opinion, reasonable and are related to the provision of the Public Improvements or to the District's organization; and b) the report of an accountant retained by the District, independent of the Developer and licensed in Colorado verifying that, in such accountant's professional opinion, the reimbursement for the accounting and legal fees that are the subject of the reimbursement or acquisition, are, in such accountants opinion, reasonable and related to the Public Improvements or the District's organization. Upon request, the District shall provide the reports to the Town.

34. Board Meetings and Website Limitations. Once an End User owns property in the Service Area, District Board meetings, when conducted in-person, shall be conducted within the boundaries of the Town of Mead or within ten (10) miles of the District's boundaries for the convenience of the District's residents and property owners. The District's website shall comply with state statutes and include the name of the Project or a name that allows residents of the development community to readily locate the District online and shall also include an updated street map for those properties within the Service

Area that have constructed streets that are open for public use.

3. All terms and provisions of the Agreement and First Amendment not modified by this Second Amendment shall remain in full force and effect.

[Remainder of Page Intentionally Left Blank. Signature Pages to Follow].

RED BARN METROPOLITAN DISTRICT

ATTEST:

By: _____
President
Printed Name: _____

By: _____
Secretary
Printed Name: _____

TOWN OF MEAD, COLORADO

ATTEST:

By: _____
Mayor

By: _____
Town Clerk

EXHIBIT G-1

TOWN RESOLUTION APPROVING SERVICE PLAN



CERTIFICATION

State of Colorado
County of Weld
Town of Mead

I, Mary E. Strutt, as Town Clerk of the Town of Mead, Colorado, do hereby certify that this is a true and correct copy of Resolution No. 55-R-2019 approving the service plan for the Red Barn Metropolitan District, and authorizing execution of the intergovernmental agreement. Resolution No. 55-R-2019 was approved by the Town of Mead Board of Trustees and signed by the mayor on the 29th day of July, 2019

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Mead on this 6th day of August, 2019.


Mary E. Strutt, Town Clerk



**TOWN OF MEAD, COLORADO
RESOLUTION NO. 55-R-2019**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO,
APPROVING THE SERVICE PLAN FOR THE RED BARN
METROPOLITAN DISTRICT, AND AUTHORIZING EXECUTION OF
THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN
AND THE DISTRICT**

WHEREAS, 13-32 Development, LLC, the 100% fee owner of the property within the development known as the Red Barn development, Town of Mead (the “Proponent” and the “Project,” respectively), has proposed the organization of the Red Barn Metropolitan District to provide certain public improvements and services for the benefit of the Project; and

WHEREAS, a service plan for the proposed District (the “Service Plan”), was submitted by the Proponent to the Town on June 12, 2019 and resubmitted on June 25, 2019, in accordance with the provisions of Section 32-1-204.5, C.R.S., containing the information required by Section 32-1-202(2), C.R.S.; and

WHEREAS, a copy of the Service Plan is attached to this Resolution as ATTACHMENT A; and

WHEREAS, submission of the Service Plan for the proposed District was contemplated in that certain Annexation Agreement between the Town and the Proponent dated October 2, 2018, and recorded on December 11, 2018, at Reception No. 4452504 in the real property records of Weld County, Colorado; and

WHEREAS, the Proponent has caused notice of the date, time, location and purpose of a public hearing regarding the formation of the proposed District to be duly published in the *Longmont Times-Call*, a newspaper of general circulation, on June 19, 2019; has caused notice to be provided to the Division of Local Government in the Department of Local Affairs of the name and type of the special district; has caused notice of the date, time and location of the hearing to be provided to the governing body of each municipality and of each special district which has levied an *ad valorem* tax within the next preceding tax year and which has boundaries within a radius of three (3) miles of the proposed District, as required by Section 32-1-204(1), C.R.S.; and

WHEREAS, the Proponent has filed a publisher’s affidavit and certificate of mailing regarding the aforementioned public notices to be filed with the Town Clerk; and

WHEREAS, notice of the time, date, location and purpose of the District was not required to be sent to property owners within the District via letter mailing pursuant to Section 32-1-204(1.5), C.R.S. because the Proponent owns 100% of the property within the proposed District; and

WHEREAS, the Board of Trustees has reviewed the Service Plan and considered evidence in support of the formation of the District.

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

Section 1. The Board of Trustees has authority to approve the Service Plan pursuant to the provisions of Section 32-1-204.5, C.R.S.

Section 2. The Service Plan contains the information required by Section 32-1-202(2), C.R.S.

Section 3. Based on the contents of the Service Plan and other evidence presented at the meeting of the Board of Trustees held on July 29, 2019, and in accordance with Section 32-1-203(2), C.R.S., the Board of Trustees hereby finds and determines as follows:

- a. There is sufficient existing and projected need for organized service in the area to be served by the proposed District;
- b. The existing service in the area to be served by the proposed District is inadequate for present and projected needs;
- c. The proposed District is capable of providing economical and sufficient service to the area within its proposed boundaries; and
- d. The area to be included within the proposed District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

Section 4. The Service Plan for the District is hereby approved, subject to the following, which, by agreement with the Proponent as stated on the record of the hearing, are deemed modifications to the Service Plan pursuant to Section 32-1-204.5(1)(c), C.R.S.:

- a. The District's Board of Directors shall execute the Intergovernmental Agreement between the District and the Town of Mead attached as Exhibit F to the Service Plan (the "Intergovernmental Agreement") at the organizational meeting of the District or within 60 days after the entry of the decree of formation of the District, whichever is first, and shall file an executed duplicate original of such executed Intergovernmental Agreement with the Town Clerk within ten (10) days of the date of execution.

Section 5. The Board of Trustees hereby approves the Intergovernmental Agreement in substantially the form attached as Exhibit F to the Service Plan and: (a) authorizes the Mayor or Town Manager, in consultation with the Town Attorney, to make such other changes as may be needed to the Intergovernmental Agreement in order to correct any nonmaterial errors or language; and (b) authorizes the Mayor or Mayor Pro Tem to execute the Intergovernmental Agreement on behalf of the Town following approval as to form by the Town Attorney and

following the date on which the District's Board of Directors has caused an executed duplicate original of the Intergovernmental Agreement to be filed of record with the Town Clerk.

Section 6. Approval of this Resolution is not a waiver of, nor a limitation upon any power that the Town is legally permitted to exercise with respect to the property subject to the proposed District.

Section 7. 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 during regular business hours.

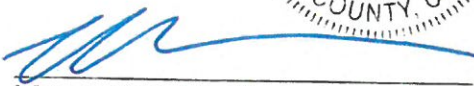
Section 8. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining issues of this Resolution.

Section 9. **Effective Date.** This Resolution shall take effect upon its approval by the Board of Trustees.

INTRODUCED, READ, PASSED AND ADOPTED THIS 29TH DAY OF JULY, 2019.

ATTEST:

TOWN OF MEAD:


 Mary E. Strutt, CMC, Town Clerk
 Approved as to form

 Marcus McAskin, Town Attorney


 By: Colleen G. Whitlow, Mayor



EXHIBIT G-2

**TOWN RESOLUTION APPROVING AMENDED AND RESTATED SERVICE PLAN
(Approved Resolution to be inserted)**

**RED BARN METROPOLITAN DISTRICT
3900 EAST MEXICO AVENUE, SUITE 300
DENVER, CO 80210**

November 4, 2022

Town of Mead
Attn: Town Clerk
441 Third Street
P.O. Box 626
Mead, CO 80542

RE: Amended Letter of Intent
Red Barn Metropolitan District
Service Plan Amendment

Board of Trustees:

The Service Plan governing the Red Barn Metropolitan District (“District”) was approved by the Town of Mead Board of Trustees on July 29, 2019 (“Service Plan”).

The Board of Directors (“Board”) of the District recently conducted a comprehensive review of the costs associated with newly installed public infrastructure and a detailed estimate of the additional public infrastructure necessary to complete the Red Barn Subdivision development. This analysis was done after additional public infrastructure was identified during the entitlement process (community pool, clubhouse, produce barn, parks, open space and trails) and the unprecedented increase in construction costs incurred nationwide.

The approved Service Plan contains a conservative total Debt issuance limit of \$15,000,000 with projected public infrastructure costs of \$17,390,178. As the chart below demonstrates, the actual public infrastructure costs, including costs already incurred for Phases A1 and A2, and additional infrastructure costs for the community pool, clubhouse, produce barn, park and open space, are expected to be approximately \$26,752,091. The chart below reflects the percentage of cost increases incurred by the construction industry since the Service Plan was approved in 2019.

The District’s Board is requesting a Service Plan Amendment to increase the District’s total Debt issuance limit from \$15,000,000 to \$21,000,000. As shown on the chart below, the cost to debt ratio is 14% unfunded public infrastructure in the current Service Plan. With the additional infrastructure, the proposed increase in Debt limit puts the District at an infrastructure cost to debt ratio of 22% of the known public infrastructure costs that will not funded by the District.

	Approved Service Plan		Amended Service Plan
Engineer's Cost Estimate	\$17,390,178		\$26,752,091
District Debt Limit	\$15,000,000		\$21,000,000
Percentage Increase in Debt Limit	0%		29%
Percentage of Costs Funded by District	86%		78%
Percentage of Costs Not Funded by District	14%		22%
Infrastructure Costs Not Funded by District	\$2,390,178		\$5,752,091

The attached Amended and Restated Service Plan, in clean and redlined format, contains updated exhibits including a more detailed breakdown of the public infrastructure and costs required for the Red Barn Community and a financial plan with updated absorption and debt issuance schedules and cash flow modeling demonstrating the District's ability to repay bonds issued in a timely fashion using a conservative debt issuance plan.

In addition to its unique "agrihood" character, this development is providing extraordinary public benefits including offsite water and sanitary sewer infrastructure, roadway improvements to WCR 13, WCR 32, and to the intersection of Hwy 66 and WCR 13, active and passive community recreational facilities with the produce farm, community pool, clubhouse, parks and extensive trail system, as depicted on the attached final Landscape Plans. These extraordinary public benefits justify retaining the 40 year Maximum Debt Mill Levy Imposition Term approved by the Town for the benefit of the District's property owners and residents.

(1) The public benefit of the Red Barn Metropolitan District:

- a. Planned development within the boundaries of the proposed district, as detailed in the service plan, is in conformance with the Town's Comprehensive Plan, as may be adopted and amended from time to time.

The Red Barn Subdivision PUD, creating an agrihood community, was approved by the Town on June 10, 2019. Timing of construction of the community facilities, parks and trails is outlined in the Red Barn Subdivision Final Plat Filing No. 2 Subdivision Improvements Agreement

- b. Provision of and/or contribution to needed regional infrastructure.

This development is providing extraordinary public benefits including offsite water and sanitary sewer infrastructure and roadway improvements to WCR 13, WCR 32, and to the intersection of Hwy 66 and WCR 13.

- c. Employment of sustainable design concepts, including water-conserving landscape design, appropriate development phasing and sustainable building design.

Design concepts for the Red Barn Subdivision have been approved by the Town. A rendering of the community clubhouse and other community amenities are shown on the attached Final Landscape Plan, approved by the Town.

- d. Mixed-use development that includes a variety of housing types and prices, a range of employment opportunities, and retail and consumer services.

The Red Barn “Agrihood” Community was designed and approved by the Town with six 1/3 acre farm plots comprising a professionally farmed, small scale produce farm. Consistent with the previous approvals for the Red Barn Community, there continues to be 437 single-family detached lots consisting of 221 – 50 foot lots, 105 – 60 foot lots, and 111 – 75 foot lots.

- e. Specific civic amenities to be financed by the district.

The District funded civic amenities include two parks, interconnecting trails, a clubhouse, community pool, produce shed and six 1/3 acre farm plots farmed by a local farmer under a contract with the District, allowing residents the opportunity to obtain appx. 30,000 pounds of fresh produce annually, with remaining produce available to the larger community.

Pursuant to the Red Barn Subdivision Final Plat Filing No. 2 Subdivision Improvements Agreement, the neighborhood parks and farm plots must be completed prior to conditional acceptance of Phase B. The clubhouse, produce barn and community pool must be completed prior to conditional acceptance of Phase C1.

- (2) A detailed description of the public improvements that the proposed district is intended to finance, operate, and/or maintain; and

The District anticipates financing the public improvements listed on the Engineer’s Cost Estimate, attached as Exhibit D to the Amended and Restated Service Plan,

including: Phases A1 and A2 infrastructure, anticipated to be ready for initial acceptance in 2022; Phase B infrastructure anticipated to be completed in the spring of 2023; and Phases C1 and C2 infrastructure to be completed approximately 18 months after completion of Phase B.

The District will own, operate and maintain:

*Community Pool
Community Clubhouse
9.64 Acres of Parks
31.94 Acres of Open Space
17.49 Acres of Native Detention Areas
4.86 Native Setback Areas
Produce Shed
6 1/3 Acre Farm Plots*

(3) Petitioners detailed analysis of how the criteria set forth in Section 32-1-203(2), C.R.S. are satisfied.

- a. There is sufficient existing and projected need for organized service in the area to be serviced by the proposed special district.

The District is the only entity capable and willing to install the public infrastructure required for the Community, as listed on Exhibit D to the Amended and Restated Service Plan.

- b. The existing service in the area to be served by the proposed special district is inadequate for present and projected needs.

The property located within the District boundaries consisted primarily of vacant land with no onsite public infrastructure.

- c. The proposed special district is capable of providing economical and sufficient service to the area within its proposed boundaries.

The Exhibits to the Amended and Restated Service Plan demonstrate the District's ability to providing economical and sufficient service to the area within its proposed boundaries.

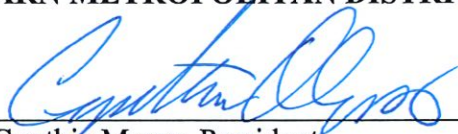
- d. The area to be included in the proposed special district has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

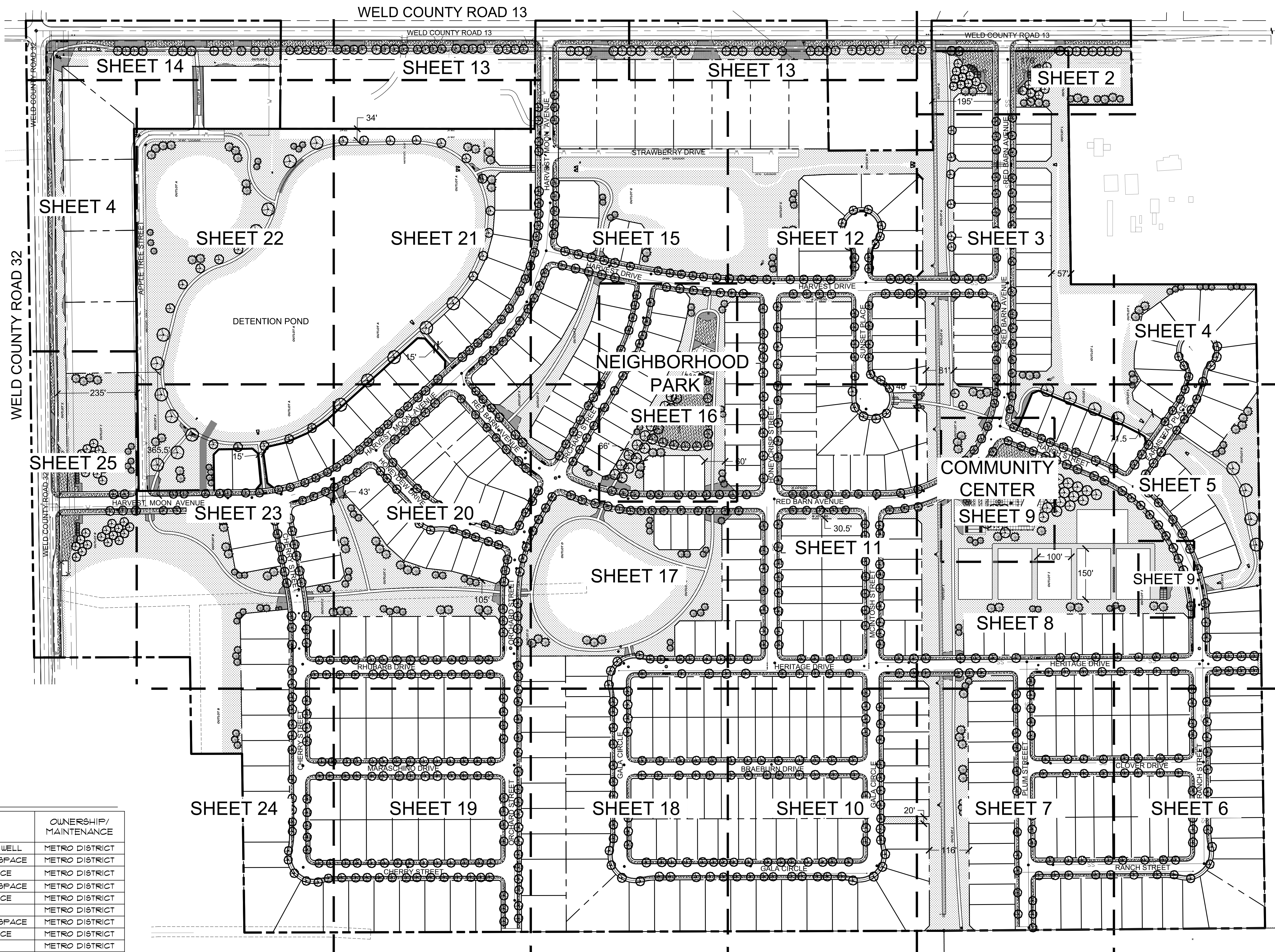
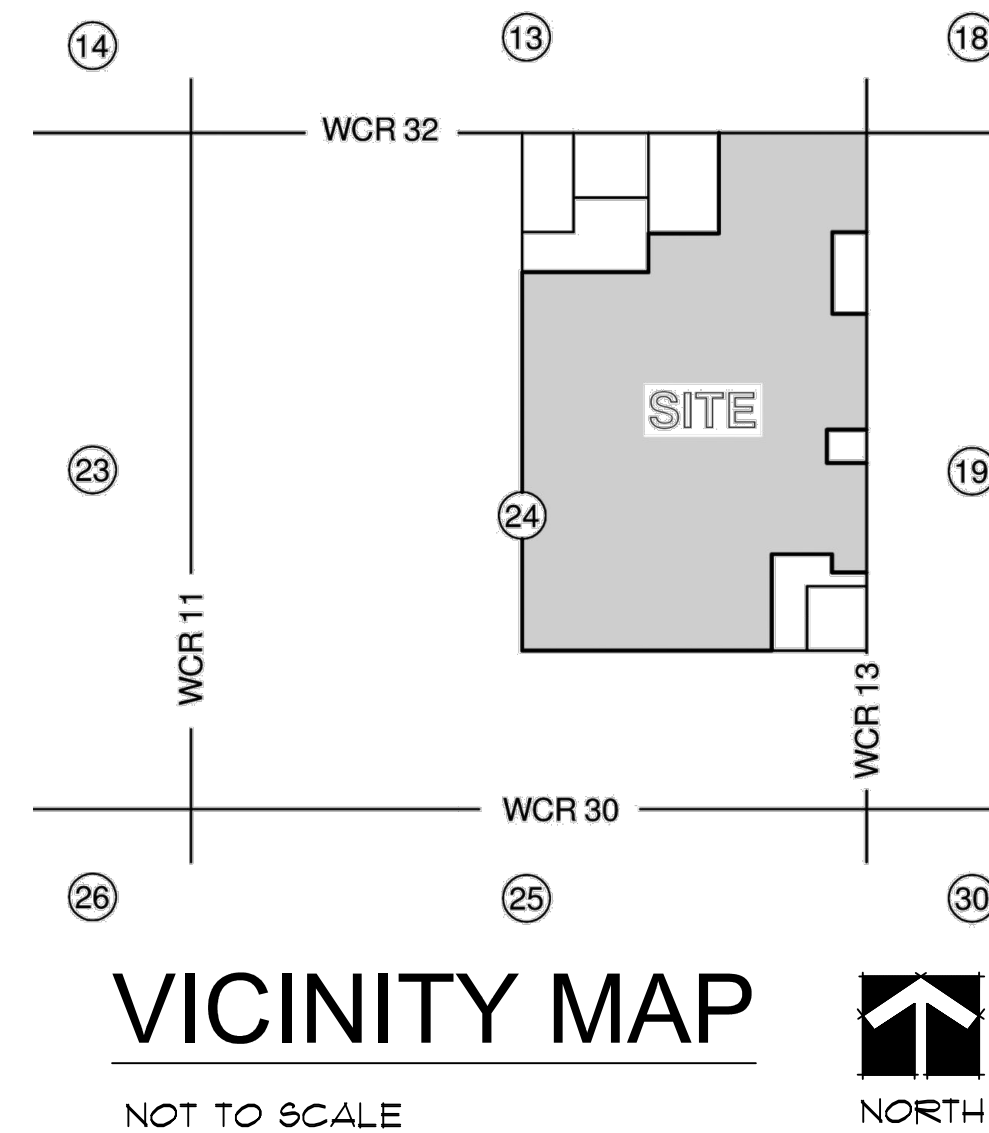
The Financing Plan attached as Exhibit E to the Amended and Restated Service Plan demonstrates the District's ability to discharge its proposed indebtedness on a reasonable basis.

Thank you for your consideration of this Service Plan amendment request. We look forward to working with the Town on completing this unique development.

RED BARN METROPOLITAN DISTRICT

By:


Cynthia Myers, President



OUTLOT SUMMARY

OUTLOT NAME	AREA (ACRES)	NO CREDIT	OS/PARK CREDIT	USE	OWNERSHIP/ MAINTENANCE
A *	20.03	10.01	10.02	DETENTION / WELL	METRO DISTRICT
B	6.42	3.45	2.97	WELL / OPEN SPACE	METRO DISTRICT
C	2.29		2.29	OPEN SPACE	METRO DISTRICT
D	5.08	1.62	3.46	WELL / OPEN SPACE	METRO DISTRICT
E	0.87		0.87	OPEN SPACE	METRO DISTRICT
F	2.53		2.53	PARK	METRO DISTRICT
G	6.91	1.62	5.29	WELL / OPEN SPACE	METRO DISTRICT
H	1.52		1.52	OPEN SPACE	METRO DISTRICT
I	7.12		7.12	PARK	METRO DISTRICT
J	2.28		2.28	OPEN SPACE	METRO DISTRICT
K	1.61		1.61	OPEN SPACE	METRO DISTRICT
L	4.08		4.08	OPEN SPACE	METRO DISTRICT
M	0.68		0.68	OPEN SPACE	METRO DISTRICT
N	0.08		0.08	OPEN SPACE	METRO DISTRICT
O	0.03		0.03	OPEN SPACE	METRO DISTRICT
P	0.07		0.07	OPEN SPACE	METRO DISTRICT
Q	0.46	0.46		OPEN SPACE	METRO DISTRICT
R	0.13	0.13		OPEN SPACE	METRO DISTRICT
S	1.41	1.41		BUFFER	METRO DISTRICT
T	1.69	1.69		BUFFER	METRO DISTRICT
TOTAL	65.29	20.39	44.90		

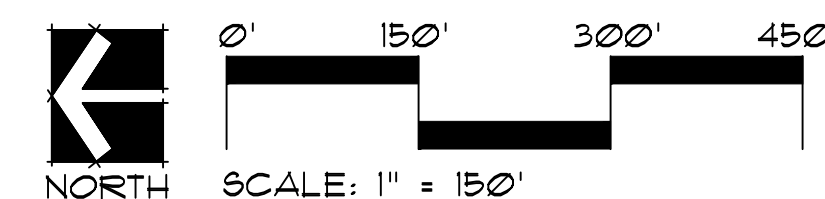
* Half of Tract A detention area shall be dedicated to open space. (Well setback is not included)

OPEN SPACE SUMMARY

TYPE	AREA (ACRES)	AREA CREDIT (ACRES)	% OF TOTAL SITE (CREDIT)
PARK	9.65	9.65	5.2
OPEN SPACE	25.23	25.23	13.3
OPEN SPACE / BUFFER	3.69	0	0
DETENTION	20.03	10.02	5.2
WELL SETBACK	6.69	0	0
TOTAL	65.29	44.90	23.7

SHEET INDEX

- 1 OVERALL LANDSCAPE PLAN
- 2 WCR 13 ENTRANCE
- 3-8 LANDSCAPE PLAN
- 9 COMMUNITY PARK
- 10-15 LANDSCAPE PLAN
- 16 NEIGHBORHOOD PARK
- 17-24 LANDSCAPE PLAN
- 25 WCR 32 ENTRANCE
- 26 FENCING PLAN
- 27 PLANTING DETAILS
- 28 SITE DETAILS



RED BARN SUBDIVISION

FILING NO. 2

FINAL LANDSCAPE PLAN

OVERALL LANDSCAPE PLAN

SHEET NO.

1 of 28

Rocky Ridge Civil Engineering

1420 21st Ave, Suite 101
Longmont, CO 80501
303.651.6626
http://rockyridgecivil.com

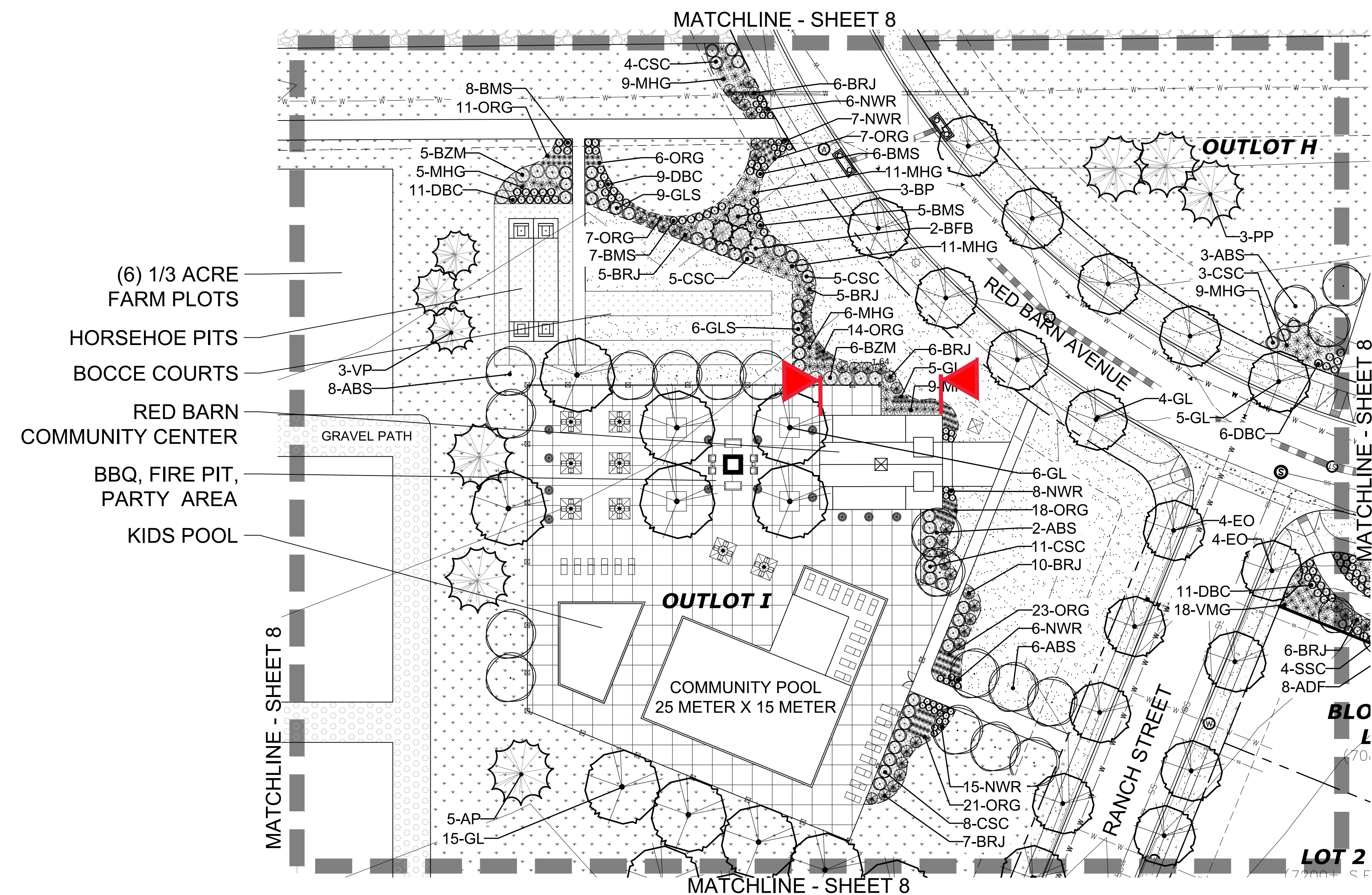
THE HENRY DESIGN GROUP

LAND PLANNING, LANDSCAPE ARCHITECTURE & DESIGN

1501 WALDE STREET SUITE 1-C DENVER, COLORADO 80202

Phone: 303-446-2368 Fax: 303-446-0958

Date	Description	By
6-13-2019	1st Submittal	MK / AY
8-29-2019	2nd Submittal	MK / AY
2-24-2020	3rd Submittal	MK / AY
3-13-2020	4th Submittal	MK / AY
9-4-2020	5th Submittal	MK / AY
3-29-2021	6th Submittal	MK / AY



FARM SHARE

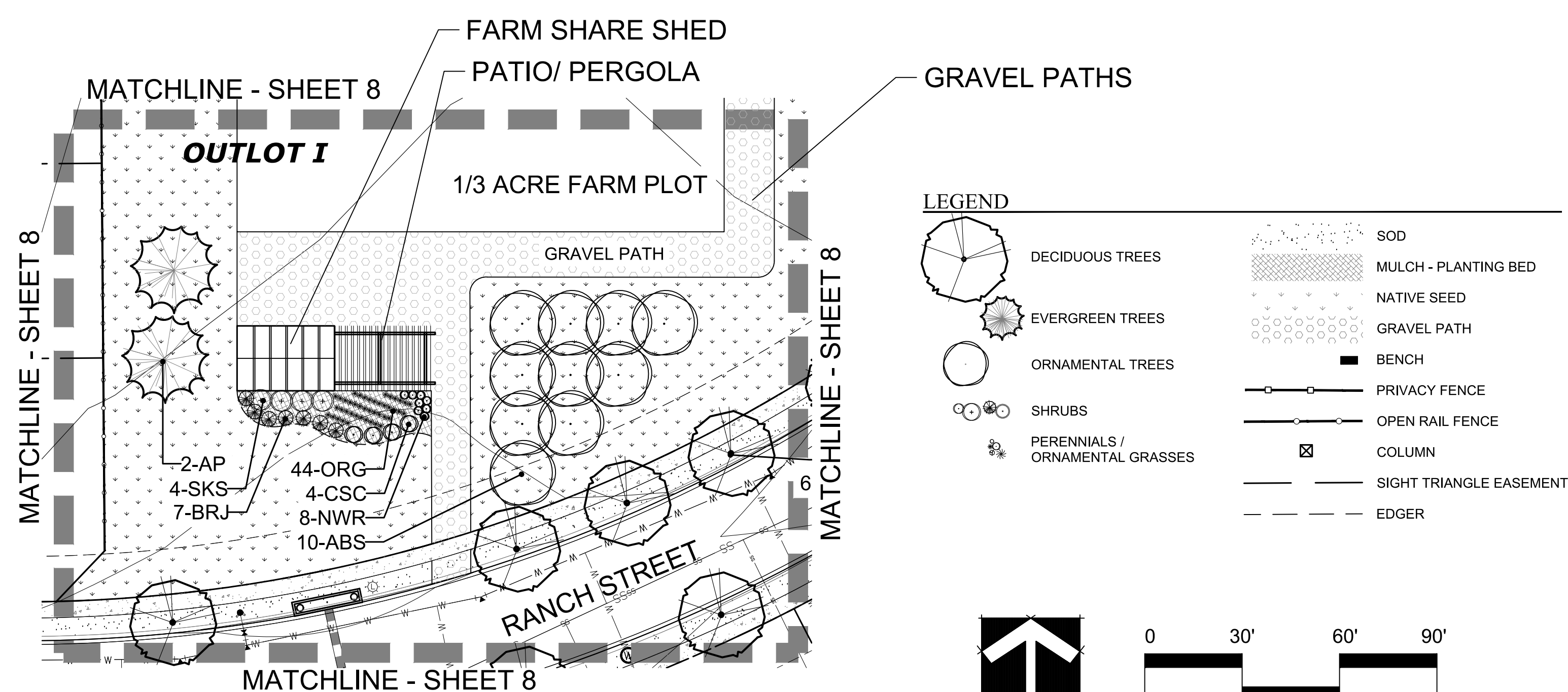


ORCHARD



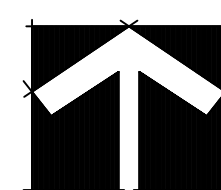
BARN SHELTER

NOTE: COMMUNITY CENTER AND POOL AREA SHOWN FOR CONCEPTUAL PURPOSES ONLY.
SHOP DRAWINGS SHALL BE PROVIDED FOR BARN AND POOLS AT TIME OF CONSTRUCTION.



RED BARN COMMUNITY CENTER

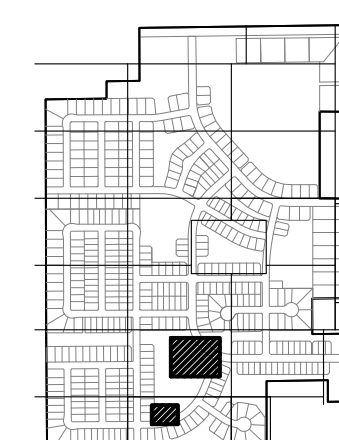
SCALE: 1" = 30'



NORTH



SCALE: 1" = 30'



KEY MAP

TOWN OF MEAD APPROVAL

THESE PLANS ARE HEREBY APPROVED FOR ONE YEAR
FROM DATE OF THE TOWN ENGINEER'S APPROVAL.

APPROVED BY:

TOWN ENGINEER

DATE _____

SHEET NO.

9 of 28

THE HENRY DESIGN GROUP
LAND PLANNING • LANDSCAPE ARCHITECTURE & DESIGN
1501 WAZEE STREET SUITE 1-C DENVER, COLORADO 80202
Phone: 303-446-2368 Fax: 303-446-0958



**Rocky Ridge
Civil Engineering**

420 21st Ave, Suite 101
Longmont, CO 80501
303.651.6626

RED BARN SUBDIVISION
FILING NO. 2
FINAL LANDSCAPE PLAN

EXHIBIT A
Form of Notice

Section a, Item i.

NOTICE OF PUBLIC HEARING ON AMENDED AND RESTATED SERVICE PLAN

IN RE THE RED BARN METROPOLITAN DISTRICT, TOWN OF MEAD, STATE OF COLORADO

NOTICE IS HEREBY GIVEN that, pursuant to § 32-1-207(2)(a), C.R.S., an Amended and Restated Service Plan (the “Amended Service Plan”) for the Red Barn Metropolitan District (the “District”) has been filed with the Clerk for the Town of Mead and is available for inspection in the office of the Town Clerk at 441 Third Street, Mead, Colorado.

A public hearing on the Service Plan will be held by the Town of Mead Board of Trustees (the “Board of Trustees”) on November 1, 2022, at 6:00 p.m., at 441 Third Street, Mead, Colorado, or as soon thereafter as the Board of Trustees may hear such matter.

The purpose of the hearing is to consider the Amended Service Plan and to form a basis for adopting a resolution approving, conditionally approving or disapproving the Amended Service Plan in accordance with § 32-1-207, C.R.S.

The District is located wholly within the boundaries of the Town of Mead, comprising a portion of the Red Barn Subdivision Filing No. 2, recorded on May 11, 2021 at Reception No. 4713905, Town of Mead, County of Weld, State of Colorado.

In order to be considered, all protests and objections to the proposed Amended Service Plan must be submitted in writing to the Town Clerk at or prior to the November 1st hearing or any continuance or postponement thereof.

BY ORDER OF THE TOWN OF MEAD
BOARD OF TRUSTEES

EXHIBIT B
Taxing Entities

Section a, Item i.



TAX AUTHORITIES WITHIN BUFFER DISTANCE

34 9.5 METROPOLITAN DISTRICT

AIMS JUNIOR COLLEGE

CARBON VALLEY REC

CENTRAL COLORADO WATER (CCW)

CENTRAL COLORADO WATER SUBDISTRICT (CCS)

CENTRAL FIRESTONE URA (CFURA)

CENTRAL WELD COUNTY WATER (CWC)

DOUTHIT METRO DISTRICT

FIRESTONE TOWN

FREDERICK-FIRESTONE FIRE

FREDERICK-FIRESTONE FIRE (BOND 2022)

FRONT RANGE FIRE RESCUE FIRE PROTECTION DISTRICT

GRAND MEADOW METROPOLITAN DISTRICT

HIGH PLAINS LIBRARY

HIGHLANDS MEAD METRO DISTRICT

JDV METRO DISTRICT

KITELEY RANCH METRO

LIBERTY RANCH METRO

EXHIBIT B
Taxing Entities

Section a, Item i.



TAX AUTHORITIES WITHIN BUFFER DISTANCE

8/10/2022
7:25:37 AM

LITTLE THOMPSON WATER (LTW)

LONGMONT CONSERVATION

LONGS PEAK WATER

MEAD PLACE METRO 1

MEAD PLACE METRO 2

MEAD PLACE METRO 3

MEAD PLACE METRO 4

MEAD PLACE METRO 5

MEAD PLACE METRO 6

MEAD PLACE METROPOLITAN DISTRICT NO. 10

MEAD PLACE METROPOLITAN DISTRICT NO. 11

MEAD PLACE METROPOLITAN DISTRICT NO. 12

MEAD PLACE METROPOLITAN DISTRICT NO. 7

MEAD PLACE METROPOLITAN DISTRICT NO. 8

MEAD PLACE METROPOLITAN DISTRICT NO. 9

MEAD TOWN

MEAD URBAN RENEWAL AUTHORITY

MEAD VILLAGE MD 2

EXHIBIT B
Taxing Entities

Section a, Item i.



TAX AUTHORITIES WITHIN BUFFER DISTANCE

8/10/2022
7:25:37 AM

MEADOW RIDGE COMMERCIAL METROPOLITAN DISTRICT

MEADOW RIDGE METROPOLITAN DISTRICT NO. 1

MEADOW RIDGE METROPOLITAN DISTRICT NO. 2

MEADOW RIDGE METROPOLITAN DISTRICT NO. 3

MOUNTAIN VIEW FIRE PROTECTION DISTRICT

NORTHERN COLORADO WATER (NCW)

NORTHERN FIRESTONE URBAN RENEWAL (NFURA)

PLATTEVILLE-GILCREST FIRE

RANGE VIEW ESTATES METRO

RED BARN METRO DISTRICT

RM MEAD METRO DISTRICT

SCHOOL DIST RE1-GILCREST

SCHOOL DIST RE1J-LONGMONT

SCHOOL DIST RE5J-JOHNSTOWN

ST VRAIN LAKES METRO 1

ST VRAIN LAKES METRO 2

ST VRAIN LAKES METRO 3

ST VRAIN LAKES METRO 4

EXHIBIT B
Taxing Entities

Section a, Item i.



TAX AUTHORITIES WITHIN BUFFER DISTANCE

8/10/2022
7:25:37 AM

ST VRAIN LEFT HAND WATER (SVW)

ST VRAIN SANITATION

THOMPSON RIVER REC

WATERFRONT AT FOSTER LAKE METRO 2

WATERFRONT AT FOSTER LAKE METRO 3

WELD COUNTY

WESTRIDGE METRO DISTRICT 1

WESTRIDGE METRO DISTRICT 2

WESTRIDGE METRO DISTRICT 3

WESTRIDGE METRO DISTRICT 4

WESTRIDGE METRO DISTRICT 5

NOTICE OF PUBLIC HEARING ON AMENDED AND RESTATED
SERVICE PLAN

IN RE THE RED BARN METROPOLITAN DISTRICT, TOWN OF MEAD,
STATE OF COLORADO

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BY ORDER OF THE TOWN OF MEAD BOARD OF TRUSTEES

Published: Longmont Times Call October 14, 2022-1927429

Section a, Item i.

Prairie Mountain Media, LLC

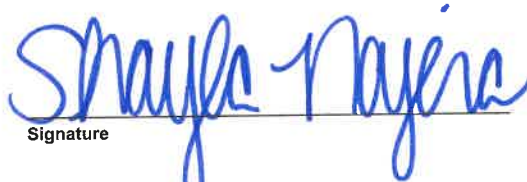
PUBLISHER'S AFFIDAVIT

County of Boulder
State of Colorado

The undersigned, Agent, being first duly sworn under oath, states and affirms as follows:

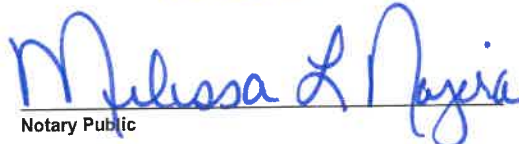
1. He/she is the legal Advertising Reviewer of Prairie Mountain Media LLC, publisher of the *Longmont Times Call*.
2. The *Longmont Times Call* is a newspaper of general circulation that has been published continuously and without interruption for at least fifty-two weeks in Boulder County and meets the legal requisites for a legal newspaper under Colo. Rev. Stat. 24-70-103.
3. The notice that is attached hereto is a true copy, published in the *Longmont Times Call* in Boulder County on the following date(s):

Oct 14, 2022


Signature

Subscribed and sworn to me before me this

14th day of October, 2022


Notary Public

MELISSA L NAJERA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20064049936
MY COMMISSION EXPIRES DECEMBER 11, 2022

(SEAL)

Account: 1084256
Ad Number: 1927429
Fee: \$34.80

1.4

ADVICE FOR BUILDING OWNERS IN DENVER

The data collected for the *Mortenson Cost Index* is showing an increase of **3.3% nationally** and **2.2% in Denver** for the second quarter of 2022. The construction market, as with many, continued to experience inflationary headwinds through the first half of the year. Material costs in Q1 increased consistent with expectations and Q2 costs followed the same trend line across the markets tracked (<4.0%).

Product lead times, fuel price increases, and labor availability and costs continue to challenge suppliers, contractors, and projects. Some early signs have emerged, however, that may signal changes ahead although it's too premature to draw conclusions. The recent Bureau of Labor Statistics Producer Price Index report¹ indicated a softening of input prices in a few categories while the indexes for many still advanced. Experts are watching in Q3 to see if any broader trends begin to emerge².

The latest Federal Reserve Beige Book³, an informal report of economic activity, noted that some construction and real estate activity had slowed in Chicago and Minneapolis, two otherwise healthy markets, although all markets tracked continued to experience higher input and labor costs.

The recent Federal Reserve report noted that, "Construction activity has remained steady overall. Nonresidential construction starts have weakened for both commercial and industrial space." It also clarified that, "much of the softness reflects widespread shortages of labor and materials, as well as escalating costs."

The Mortenson Construction Cost Index data reflects current market conditions with increases in all 30 component categories tracked, which includes labor, material, equipment, and trade partner feedback. For the second quarter of 2022, our construction cost data indicates an average input cost increase of 3.3%.

Based on market data and observations and our insights, we see much of the same moving forward in the second half of the year including ongoing workforce challenges, increases in material shipping costs, and product lead times and material shortages remaining a challenge. A resilient approach to adapt to and minimize these ongoing impacts during project planning and execution will continue to be necessary into 2023.

Sources

1. Bureau of Labor Statistics, U.S. Department of Labor. (2022, July 14). *Producer Price Indexes—June 2022*. <https://www.bls.gov/news.release/pdf/ppi.pdf>
2. Bousquin, J. (2022, July 15). *Peak pricing? June's PPI shows signs of relief for construction materials*. <https://bit.ly/3J5B190>
3. Federal Reserve System. *Beige Book – June 1, 2022*. <https://www.federalreserve.gov/monetarypolicy/beigebook202206.htm>

For a more specific update or questions regarding this report, please contact:

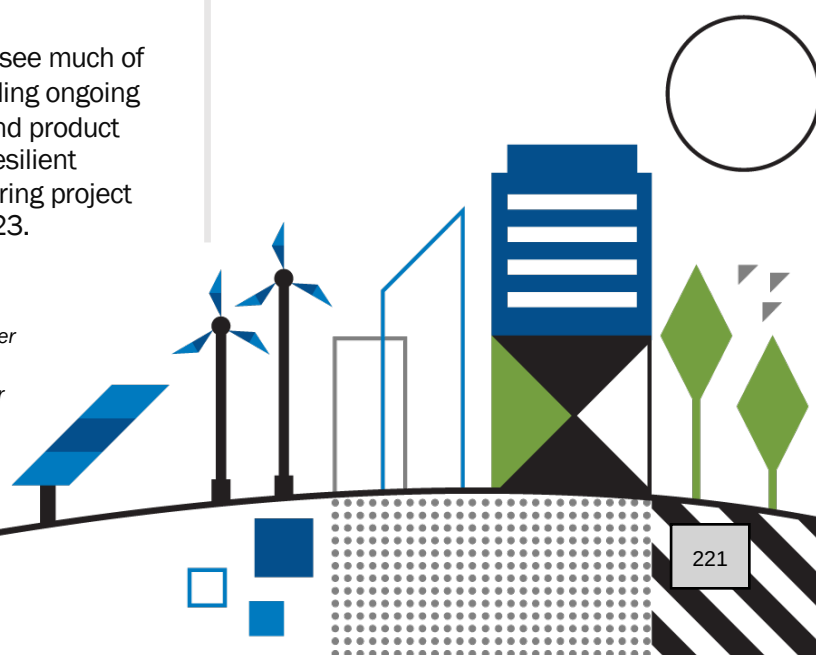


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Director of Business Development
720.920.4463
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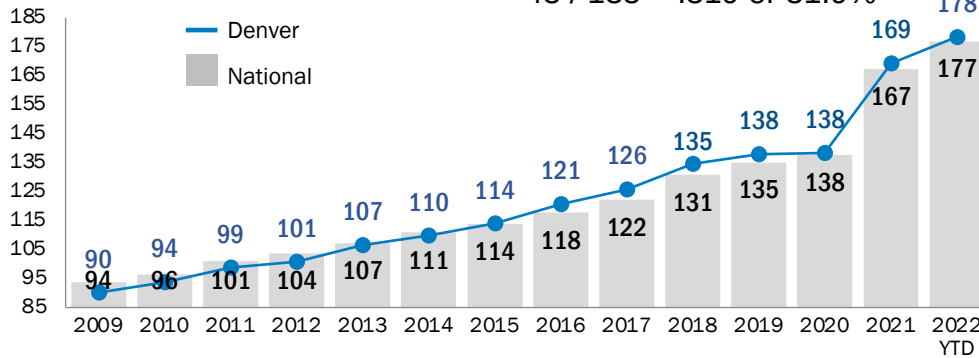
VIEW THE FULL
CONSTRUCTION COST INDEX



COST INDEX

DENVER Q2 2022

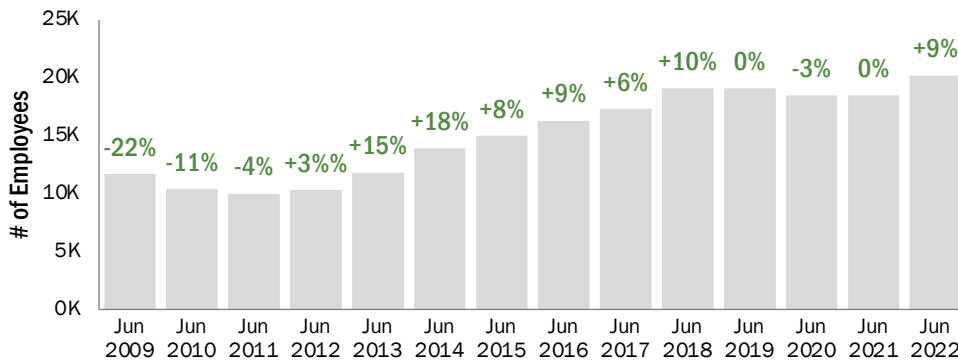
CONSTRUCTION COST INDEX Percent of Change - 2018 to 2022:
(January 2009 = 100)
178 (2022 Costs) - 135 (2018 Costs) = 43
 $43 / 135 = .319$ or 31.9%



The *Mortenson Cost Index* is showing a single quarter increase of 3.3% nationally and 2.2% in Denver. Over the last twelve months, costs increased 11.8% nationally and 13.1% in Denver.

DENVER CONSTRUCTION EMPLOYMENT

(Number of Employees and 12-Month Change)

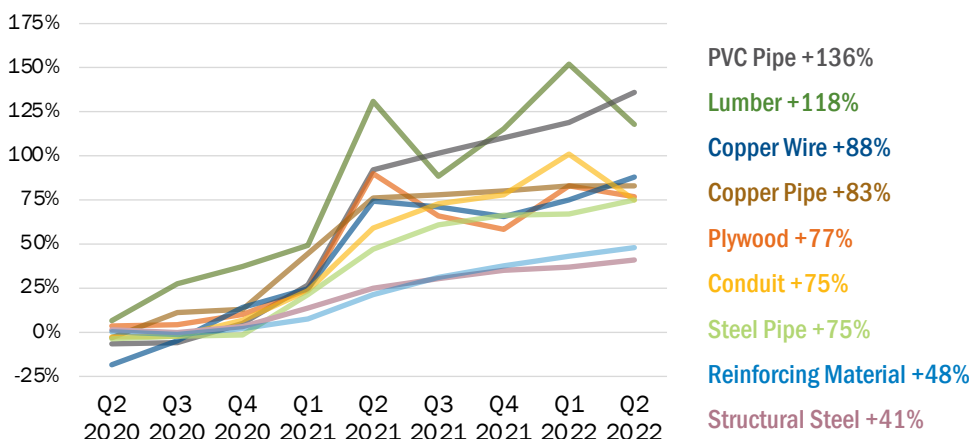


Building construction employment in the Denver metro region reached 20,200 in June 2022. This is 9% higher (1,700 jobs) compared to June 2021. Labor availability will remain a top concern throughout 2022.

Source: Bureau of Labor Statistics

MATERIAL PRICING CHANGES

(Cumulative Q2 2020 to Q2 2022)



Costs for building materials remain escalated due to continued increases in shipping costs, fuel surcharges, product lead times, and material shortages.

RED BARN METROPOLITAN DISTRICT

MEAD, COLORADO

Located In a Farm to Table Community

rm to Table Community



RED BARN SUBDIVISION

Red Barn is an Agrihood, comprised of single family homes with a producing small scale farm at its heart. A variety of single family home options appeal to multiple generations along with recreational facilities for all ages.





DISTRICT OWNED AND OPERATED COMMUNITY FEATURES

Community Pool

Community Clubhouse

Produce Shed

6 1/3 Acre Farm Plots

9.64 Acres of Parks

31.94 Acres of Open Space

17.49 Acres of Native Detention Areas

4.86 Native Setback Areas

RED BARN METROPOLITAN DISTRICT

Facilities and Services:

- Water Improvements will be conveyed to the Little Thompson Water District
- Sanitary Sewer Improvements will be conveyed to the St. Vrain Sanitation District
- Street Improvements
 - Internal streets will be dedicated to the Town
 - Offsite - Hwy 66 Improvements will be dedicated to CDOT.
 - Offsite - WCR 13 Improvements will be dedicated to the Town of Mead
- Park and Recreation
 - Community Pool and Center – ownership and operation will remain with the District.
 - Parks, trails, open space – ownership and operation will remain with the District.
- Storm Sewer – ownership and operation will remain with the District.
- Produce Shed and Farm Plots – ownership and operation will remain with the District.

Total Estimated Capital Costs - \$26,752,091

RED BARN METROPOLITAN DISTRICT

Financial Limitations:

- Total Debt Cap - \$15,000,000 – Requested Increase - \$21,000,000
 - Authorized Mill levies:
 - Debt Service – 50 Mills Adjusted
 - Operations – 10 Mills Adjusted
 - Town O&M – 3 Mills Adjusted
-

RED BARN METROPOLITAN DISTRICT

	Approved Service Plan		Amended Service Plan
Engineer's Cost Estimate	\$17,390,178		\$26,752,091
District Debt Limit	\$15,000,000		\$21,000,000
Percentage Increase in Debt Limit	0%		29%
Percentage of Costs Funded by District	86%		78%
Percentage of Costs Not Funded by District	14%		22%
Infrastructure Costs Not Funded by District	\$2,390,178		\$5,752,091

RED BARN METROPOLITAN DISTRICT

Pursuant to the Subdivision Improvement Agreement,
Red Barn Subdivision Final Plat Filing No. 2:

The neighborhood parks and farm plots must be
completed prior to conditional acceptance of Phase B.

The community pool, clubhouse and produce barn must
be completed prior to conditional acceptance of
Phase C1.