

Town of Mead
BOARD OF TRUSTEES
REGULAR MEETING
AGENDA
441 3rd Street, Mead

Monday, April 13, 2020

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
Trustee David Adams
Trustee Brooke Babcock
Trustee Debra Brodhead
Trustee Trisha Harris
Trustee Terri Hatch
Mayor Pro Tem Joyce Palaszewski
2. ***Pledge of Allegiance to the Flag***
3. ***Review and Approve Agenda***
4. ***Informational Items***
 - a. Unofficial Election Results
5. ***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.
6. ***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 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. ***Consent Agenda includes:***
 - a. Approval of Minutes–Regular Meeting March 30, 2020
 - b. Aged Receivables
 - c. **Resolution No. 45-R-2020** – A Resolution of the Town of Mead, Colorado, Approving an Intergovernmental Agreement Between the Town of Johnstown and the Town of Mead Concerning the Use of the Johnstown Police Department Firearm Training Range
 - d. Committee Reappointment: Paul Nilles Finance Committee
 - e. **Resolution No. 46-R-2020** – A Resolution of the Town of Mead, Colorado, Approving the First Amendment to Subdivision Improvement Agreement Between the Town of Mead and the Developer of The Highlands Subdivision
7. ***Check Register 04/08/2020***
8. ***Staff Report: Town Manager Report***

9. *Mead Liquor Licensing Authority*

- a. Public Hearing: Knuckle Puck Brewing New Application

10. *New Business*

- a. Proclamation Library Week 4/19-25
- b. **Resolution No. 47-R-2020** – A Resolution of the Town of Mead, Colorado, Awarding the Bid for 2020 Street Sweeping Services to G.R.C. Consulting, Inc.
- c. **Resolution No. 48-R-2020** – A Resolution of the Town of Mead, Colorado, Approving an Intergovernmental Agreement Relating to the Conduct of the Weld County Community Development Block Grant Program (CDBG IGA) and Authorizing the Mayor to Execute the CDBG IGA
- d. **Resolution No. 49-R-2020** – A Resolution of the Town of Mead, Colorado, Awarding the Contract for Development Impact Fee Study Consulting Services to Willdan Financial Services

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*



Agenda Item Summary

MEETING DATE: April 13, 2020

SUBJECT: Unofficial Election Results April 7, 2020 Regular Municipal Election

PRESENTED BY: Mary Strutt, Town Clerk / Treasurer – Designated Election Official

SUMMARY

On April 7, 2020, the Town of Mead held a Regular Municipal Election to elect a Mayor (to complete a vacated term) and three Trustees. In addition, there was a ballot issue on lodging tax and a ballot question regarding changing the date of regular municipal elections.

The unofficial results are attached. Official results are anticipated on approximately April 16, 2020.

The April 7, 2020 election was held as a mail ballot election, with ballots sent to 3228 registered electors of the Town of Mead. The election judges counted 1289 voted ballots which is a 19% increase over the number received at the last election in April 2018. According to state statute, ballots sent to UOCAVA (overseas and military) voters may be accepted up to eight days after the election. Mead has 16 outstanding UOCAVA ballots. In addition, there are 28 ballots still sealed and secured in the ballot box as part of the signature verification process. These electors have been notified that they have eight days to respond appropriately for their ballots to be counted.

Once the official results are released, they will be reviewed for consideration of an automatic recount. An automatic recount is required for results within one-half of one percent of the highest number. Based on the current results, that is three (3) or four (4) votes. If the automatic recount is not triggered, any interested party may request a recount at their own expense. The recount must occur within 15 days after the election. (C.R.S. 31-10-1207)

The elected Mayor and Trustees will be sworn in and take office at the April 27, 2020 Board of Trustees meeting.

ATTACHMENTS

Judges Certificate and Statement of Ballots dated April 8, 2020

Abstract of Votes Cast – Unofficial Results of April 7, 2020 Regular Municipal Election

Judges' Certificate and Statement of Ballots
Part 1: Judges' Certificate
31-10-613(1)

At the Regular Municipal Election held in the municipality of the **Town of Mead** in the **County of Weld** and State of Colorado, on the 7th day of April in the year 2020, the following named persons received the number of votes annexed to their respective names for the following described offices:

Total Number Ballots Cast: twelve hundred ninety eight (1298)

MAYOR

Colleen Whitlow six hundred thirty five (635)
Gerry Torres six hundred twenty nine (629)

TRUSTEE

Debbie Brodhead six hundred ninety five (695)
Janet Torres six hundred ninety four (694)
Steve Fox eight hundred fifty nine (859)
Chris Cartwright six hundred ninety two (692)

Ballot Issue:

SHALL TOWN OF MEAD TAXES BE INCREASED BY \$30,000.00 ANNUALLY (FIRST FULL FISCAL YEAR INCREASE) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER, BY THE ADOPTION OF AN ADDITIONAL LODGING OCCUPATION TAX IN THE AMOUNT OF FOUR DOLLARS (\$4.00) PER DAY PER OCCUPIED ROOM OR ACCOMMODATION FOR A TOTAL TAX OF SIX DOLLARS (\$6.00) PER DAY PER OCCUPIED ROOM OR ACCOMMODATION, SUCH TAX BEING APPLICABLE TO THE SHORT-TERM RENTAL (LESS THAN ONE (1) MONTH OR THIRTY CONSECUTIVE DAYS) OF ANY HOTEL ROOM, MOTEL ROOM, LODGING ROOM, MOTOR HOTEL ROOM, GUESTHOUSE ROOM OR OTHER SIMILAR ACCOMMODATION, WITH THE ADDITIONAL \$4.00 PER DAY PER OCCUPIED ROOM OR ACCOMMODATION COLLECTED IN THE SAME MANNER AS THE TOWN'S EXISTING LODGING OCCUPATION TAX, AND SHALL ALL REVENUES DERIVED FROM SUCH ADDITIONAL OCCUPATION TAX BE COLLECTED AND SPENT ON ANY LAWFUL MUNICIPAL PURPOSE, WITH SUCH REVENUES TO BE COLLECTED AND SPENT AS A VOTER-APPROVED REVENUE CHANGE NOTWITHSTANDING ANY REVENUE OR EXPENDITURE LIMITATIONS CONTAINED IN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

Yes/For five hundred thirty seven (537)
No/Against seven hundred twenty eight (728)

Ballot Question:

Commencing in 2022, shall the regular election date of the Town of Mead be changed from the first Tuesday in April of each even-numbered year to the Tuesday succeeding the first Monday in November of each even-numbered year to allow the town to reduce election costs and participate in coordinated elections with Weld County?

Yes/For one thousand seven (1070)
No/Against one hundred ninety (190)

Certified by us:

Elleuf Hansen
Brenda G. Hall
Alma Lee
Frank M. Rich
Kristina Ann Scott
Timothy E. Moore

Judges of Election

On this 8 day of April, 2020

Judges' Certificate and Statement of Ballots

Part 2: Statement of Ballots

31-10-613(2)

1. Number of ballots delivered to judges		<u>1379</u>
2. Number of voted ballots counted		<u>1298</u>
3. Number of ballots not counted		<u>81</u>
a. Ballots held for count	<u>5</u>	
b. Spoiled	<u>0</u>	
c. Disqualified	<u>1</u>	
d. Undeliverable from PO	<u>51</u>	
e. Waiting on Sign Ver	<u>23</u>	
f. <u>WRONG JURISDICTION</u>	<u>1</u>	

(1 should equal 2 + 3)

4. Number of unofficial and substitute ballots voted		<u>6</u>
5. Ballots mailed to voters by printer		<u>3232 - 10</u> RESERVED FOR UOCAVA BUT NOT NEEDED
6. Supplemental ballots provided to voters		<u>6</u>
7. Number of ballots provided to voters (5+6)		<u>3228</u>
8. Total number of ballots printed		<u>3500</u>
9. Total number of unused supply		<u>272</u>

Please explain any differences: _____

On this 8 day of April 2020, we the undersigned Judges of Election, for the above named election, do hereby certify that the Statement of Ballots is a true and correct reconciliation of ballots for this election.

Charles Lee Still
Charles Lee Still)
Brenda J. Hall
BRENDA J. HALL)
Frank M. Rich
FRANK M. RICH)
Kristine Ann Scott
Kristine Ann Scott)
Ellen J Hamon
Ellen J Hamon)
Tina Moorman
Tina Moorman)
Wendy E Moorman

Judges of Election

ABSTRACT OF VOTES CAST

UNOFFICIAL RESULTS

At the Regular Municipal Election held at Precinct _____ in the Town of Mead in the County of Weld and State of Colorado on the 7th day of April in the year 2020, the following named persons received the number of votes annexed to their respective names for the following described offices, to wit:

<u>Name of Office</u>	<u>Names of Persons Voted For</u>	<u>Number of Votes in Figures</u>	<u>Number of Votes in Words</u>
Mayor	Colleen Whitlow	635	Six hundred thirty five
Mayor	Gerry Torres	629	Six hundred twenty nine
Trustee	Debbie Brodhead	695	Six hundred ninety five
Trustee	Janet Torres	694	Six hundred ninety four
Trustee	Steve Fox	859	Eight hundred fifty nine
Trustee	Chris Cartwright	692	Six hundred ninety two

Ballot Issue

SHALL TOWN OF MEAD TAXES BE INCREASED BY \$30,000.00 ANNUALLY (FIRST FULL FISCAL YEAR INCREASE) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER, BY THE ADOPTION OF AN ADDITIONAL LODGING OCCUPATION TAX IN THE AMOUNT OF FOUR DOLLARS (\$4.00) PER DAY PER OCCUPIED ROOM OR ACCOMMODATION FOR A TOTAL TAX OF SIX DOLLARS (\$6.00) PER DAY PER OCCUPIED ROOM OR ACCOMMODATION, SUCH TAX BEING APPLICABLE TO THE SHORT-TERM RENTAL (LESS THAN ONE (1) MONTH OR THIRTY CONSECUTIVE DAYS) OF ANY HOTEL ROOM, MOTEL ROOM, LODGING ROOM, MOTOR HOTEL ROOM, GUESTHOUSE ROOM OR OTHER SIMILAR ACCOMMODATION, WITH THE ADDITIONAL \$4.00 PER DAY PER OCCUPIED ROOM OR ACCOMMODATION COLLECTED IN THE SAME MANNER AS THE TOWN'S EXISTING LODGING OCCUPATION TAX, AND SHALL ALL REVENUES DERIVED FROM SUCH ADDITIONAL OCCUPATION TAX BE COLLECTED AND SPENT ON ANY LAWFUL MUNICIPAL PURPOSE, WITH SUCH REVENUES TO BE COLLECTED AND SPENT AS A VOTER-APPROVED REVENUE CHANGE NOTWITHSTANDING ANY REVENUE OR EXPENDITURE LIMITATIONS CONTAINED IN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

Number of Votes YES/FOR 537 NO/AGAINST 728

Ballot Question

Commencing in 2022, shall the regular election date of the Town of Mead be changed from the first Tuesday in April of each even-numbered year to the Tuesday succeeding the first Monday in November of each even-numbered year to allow the town to reduce election costs and participate in coordinated elections with Weld County?

Number of Votes YES/FOR 1070 NO/AGAINST 190

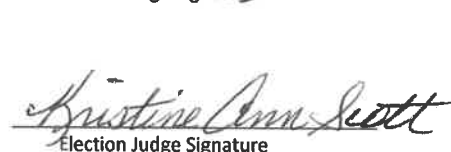
Certified by us this 8th day of April, 2020



Election Judge Signature


Election Judge Signature


Election Judge Signature


Election Judge Signature


Election Judge Signature


Election Judge Signature

THIS ABSTRACT TO BE POSTED IN A CONSPICUOUS PLACE OUTSIDE THE POLLING PLACE IMMEDIATELY UPON COMPLETION OF THE COUNT

**Town of Mead
Regular Meeting
Board of Trustees
March 30, 2020
6:00 p.m.**

1. Call to Order - Roll Call

Mayor Colleen Whitlow called the Regular Meeting of the Board of Trustees to order at 6:00 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
Trustee David Adams
Trustee Brooke Babcock (attended via virtual access)
Trustee Debra Brodhead
Trustee Trisha Harris (attended via virtual access)
Trustee Terri Hatch
Mayor Pro Tem Joyce Palaszewski

Absent

None

Also present: Town Manager Helen Migchelbrink; Town Clerk / Treasurer Mary Strutt; Public Information Officer Erika Harper; Chief of Police Brent Newbanks.

Attending via virtual access: Town Attorney Marcus McAskin; Town Engineer / Public Works Director Erika Rasmussen; Planning Director Chris Kennedy; members of the public.

2. Pledge of Allegiance to the Flag

The assembly pledged allegiance to the flag.

3. Review and Approve Agenda

Mayor Whitlow requested that the agenda be amended to add under Consent Agenda Item 5.e. Resolution No. 44-R-2020 remote meeting access policy.

Motion was made by Trustee Adams, seconded by Trustee Hatch, to approve the agenda as amended adding Item 5.e. Resolution No. 44-R-2020. Motion carried 7-0, on a roll call vote.

4. Public Comment

Frank Grimaldi commented about the Zoom meeting access and about stopping development in town due to the coronavirus.

Brenda Hall commented on the Zoom meeting access.

5. Consent Agenda

- a. Approval of Minutes–Special Meeting March 21, 2020
- b. February Financials

- c. **Resolution No. 39-R-2020** – A Resolution of the Town of Mead, Colorado, Approving a First Amendment to the Agreement for Services By and Between the Town of Mead and Veris Environmental, LLC for Biosolids Loading, Hauling, and Disposal Services
- d. **Resolution No. 40-R-2020** - A Resolution of the Town of Mead, Colorado, Establishing Certain Nonrefundable Application Fees Required for Applications Under the Town of Mead Municipal Code, Chapter 12, Regarding Metropolitan Districts
- e. **Resolution No. 44-R-2020** – A Resolution of the Town of Mead, Colorado, Adopting a Policy Concerning Procedures for Remote Participation in Regular and Special Meetings in Emergency Situations

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

6. Check Register March 25, 2020

Motion was made by Trustee Babcock, seconded by Trustee Adams, to approve the March 25, 2020 check register. Motion carried 7-0, on a roll call vote.

7. Staff Report: Town Manager Report

Town Manager Helen Migchelbrink provided an update on the COVID-19 disaster. Senior lunches continue as takeout, all other activities have canceled. Clean Up Days will be postponed.

8. New Business

- a. **Resolution No. 41-R-2020** – A Resolution of the Town of Mead, Colorado, Approving the Intergovernmental Agreement Among the Town of Lyons, the City of Longmont, the Town of Mead, the Town of Firestone, the County of Boulder, the County of Weld, and the State of Colorado Department of Transportation to Implement the Highway 66 Access Control Plan

Mayor Whitlow and Town Engineer / Public Works Director Erika Rasmussen explained the process of negotiating the access control plan for Hwy 66.

Motion was made by Mayor Pro Tem Palaszewski, seconded by Trustee Brodhead, to adopt Resolution No. 41-R-2020 – A Resolution of the Town of Mead, Colorado, Approving the Intergovernmental Agreement Among the Town of Lyons, the City of Longmont, the Town of Mead, the Town of Firestone, the County of Boulder, the County of Weld, and the State of Colorado Department of Transportation to Implement the Highway 66 Access Control Plan. Motion carried 7-0, on a roll call vote.

- b. **Resolution No. 42-R-2020** – A Resolution of the Town of Mead, Colorado, Approving a Special Project Task Order for JVA, Inc. to Complete a Wastewater Utility Plan for the Town

Town Engineer / Public Works Director Erika Rasmussen discussed the utility plan which was last updated in 2006.

Motion was made by Mayor Pro Tem Palaszewski, seconded by Trustee Adams, to adopt Resolution No. 41-R-2020 – A Resolution of the Town of Mead, Colorado, Approving a Special Project Task Order for JVA, Inc. to Complete a Wastewater Utility Plan for the Town for an amount not to exceed \$27,000.00. Motion carried 7-0, on a roll call vote.

9. Public Hearing: Budget Amendment

Mayor Whitlow opened the public hearing for the 2020 budget amendment at 6:21 p.m.

- a. **Resolution No. 43-R-2020** – A Resolution of the Town of Mead, Colorado, Amending the 2020 Budget to Transfer Moneys Between Spending Agencies and Accounts Within the General Fund to Fund Three New Full-Time Police Officers

Town Clerk / Treasurer Mary Strutt explained the additional cost would not require additional appropriation of funds. At the Board's request, expenditures will be made for police line items, rather than other general fund line items, as outlined in the resolution.

Police Chief Brent Newbanks discussed the need for additional officers and the contract with Weld County Sheriff's Office.

There was no public comment at this time.

Mayor Whitlow closed the public hearing at 6:41 p.m.

Motion was made by Mayor Pro Tem Palaszewski, seconded by Trustee Hatch, to adopt Resolution No. 43-R-2020 – A Resolution of the Town of Mead, Colorado, Amending the 2020 Budget to Transfer Moneys Between Spending Agencies and Accounts Within the General Fund to Fund Three New Full-Time Police Officers. Motion carried 7-0, on a roll call vote.

10. Public Comment

There was no public comment at this time.

11. Elected Officials Report

- a. Town Trustees

The Trustees discussed the Zoom meeting access and construction activity in town during the coronavirus pandemic.

- b. Mayor Whitlow

Mayor Whitlow discussed the Zoom meeting access.

12. Adjournment

Motion was made by Mayor Pro Tem Palaszewski, seconded by Trustee Hatch, to adjourn the meeting. Motion carried 7-0.

The Regular Meeting of the Town of Mead Board of Trustees adjourned at approximately 6:49 p.m. on Monday, March 30, 2020.

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
4	Second Royalty LLC	1,682.08	1,682.08	-	-	-	-	-	-
26	Range View Estates, LLC	10,000.00-	-	-	-	-	10,000.00-	-	-
45	Mead Development Group, Inc.	5,299.00	2,370.50	-	2,928.50	-	-	-	-
58	Ritchie Bros	346.25	-	-	-	-	-	-	346.25
78	Sewczak Trust	5,992.00	-	-	5,992.00	-	-	-	-
138	Cub Creek Energy, LLC	1,330.00-	-	-	-	-	-	-	1,330.00-
190	Extraction Oil & Gas, Inc.	945.00-	-	-	-	-	-	-	945.00-
198	Boulder Pacific LLC	519.00	519.00	-	-	-	-	-	-
208	Sekich Properties	5,189.00-	-	-	-	-	-	-	5,189.00-
214	Mead Towne Center	5,295.00	-	-	140.00	140.00	-	370.00	4,645.00
239	Gopher Gulch	1,135.50	1,135.50	-	-	-	-	-	-
241	Red Barn	7,754.60-	-	4,474.93-	-	-	1,925.00-	-	1,354.67-
245	Mead Western Meadows Metro District	14,124.00-	-	14,124.00-	-	-	-	-	-
251	Schuman Companies	799.00-	-	-	-	-	-	-	799.00-
255	NCO Holdings Mead LLC	3,778.14	-	-	-	-	-	-	3,778.14
256	Prosper Land & Development LLC	9,424.95	6,197.10	-	-	-	219.00	3,008.85	-
258	JDV Metropolitan District	2,526.50-	-	-	-	-	-	-	2,526.50-
259	Scannell Properties	365.45	365.45	-	-	-	-	-	-
261	Great Western Operating Co LLC	2,224.25-	-	-	-	-	266.50-	-	1,957.75-
262	Eagle Development Company	2,891.50-	-	-	-	-	-	-	2,891.50-
263	Eagle Development	3,343.90	3,343.90	-	-	-	-	-	-
264	Ventana Capital	3,945.25	2,463.25	-	1,482.00	-	-	-	-
265	Sugar Mill Antiques & Vintage Depot	938.75-	-	-	-	-	-	-	938.75-
270	Highland Development Services Inc	629.00-	-	-	-	-	-	-	629.00-
271	MWD INVESTMENTS LLC	9,638.00	6,516.00	-	-	-	-	3,122.00	-
272	Iglesia De Jesucristo	116.49-	-	-	-	-	-	-	116.49-
274	226 Grand View Circle - Leroy	1,500.00-	-	-	1,500.00-	-	-	-	-
Grand Totals:		203.57-	24,592.78	18,598.93-	9,042.50	140.00	11,972.50-	6,500.85	9,908.27-



Agenda Item Summary

MEETING DATE: April 13, 2020

SUBJECT: Resolution No. 45-R-2020, Johnstown Police Firearms Training Range Agreement

PRESENTED BY: Brent Newbanks, Chief of Police

SUMMARY

Staff is recommending that the Town sign an agreement to use the Johnstown Police Department Firearm Training Range. This would allow Mead's police department to train and qualify in the use of firearms at the Johnstown range.

FINANCIAL CONSIDERATIONS

Currently the police department pays \$150 per day to use the Green Mill Range in Erie. There is no cost currently associated with using the Johnstown range.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends approving the Intergovernmental Agreement with Johnstown, in substantially the form attached to Resolution No. 45-R-2020 as Exhibit 1.

Suggested Motion –

“I move to approve Resolution No. 45-R-2020, A Resolution of the Town of Mead, Colorado, Approving an Intergovernmental Agreement Between the Town of Johnstown and the Town of Mead Concerning the Use of the Johnstown Police Department Firearm Training Range.”

ATTACHMENTS

Resolution No. 45-R-2020
Exhibit 1 to Resolution (Firing Range IGA)

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 45-R-2020**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING
AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN
OF JOHNSTOWN AND THE TOWN OF MEAD CONCERNING THE
USE OF THE JOHNSTOWN POLICE DEPARTMENT FIREARM
TRAINING RANGE**

WHEREAS, the Town of Mead (“Town”) is authorized to enter into contracts for lawful purposes for the protection of the health, safety and welfare of its citizens; and

WHEREAS, C.R.S. § 29-1-203, as amended from time to time, authorizes local governments to cooperate and contract with other governmental entities regarding functions, services and facilities each is authorized to provide; and

WHEREAS, the Town of Mead and the Town of Johnstown desire to enter into an intergovernmental agreement (“IGA”) to allow the Mead Police Department to use and train its police officers at the Johnstown Police Department Firearm Training Range; and

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

WHEREAS, the Board of Trustees desires to approve the IGA in substantially the form attached to this Resolution and delegate authority to the Town Manager to execute the IGA on behalf of the Town.

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

Section 1. The Board of Trustees hereby: (a) approves the IGA in substantially the same form as is attached hereto and incorporated herein; (b) authorizes the Town Attorney in cooperation with the Town Manager to make such changes as may be needed to correct any non-material errors or language or to negotiate such changes to the IGA as may be necessary and appropriate and that do not substantially increase the obligations of the Town; and (c) authorizes the Town Manager to execute the IGA when in final form.

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 13TH DAY OF APRIL, 2020.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor

Exhibit 1
Intergovernmental Agreement

[see attached agreement]

**INTERGOVERNMENTAL AGREEMENT BETWEEN TOWN OF JOHNSTOWN
AND TOWN OF MEAD CONCERNING USE OF THE JOHNSTOWN
POLICE DEPARTMENT FIREARM TRAINING RANGE**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered by and between the Town of Johnstown, Colorado, a Colorado home-rule municipal corporation (“Johnstown”), and the Town of Mead, Colorado, a Colorado municipal corporation (“Mead”) (singularly, “Party” and, collectively, the “Parties”).

WHEREAS, Johnstown owns and operates a firing range that is located adjacent to the Central Wastewater Treatment Plant and that is used by the Johnstown Police Department (“Johnstown PD”) for training purposes, known as the Johnstown Police Department Firearm Training Range (“Firing Range”); and

WHEREAS, the Mead Police Department (“Mead PD”) desires to use the Firing Range for its training purposes; and

WHEREAS, Johnstown desires to allow the Mead PD to use the Firing Range based on the terms and conditions set forth in this Agreement; and

WHEREAS, to effectuate the foregoing, Johnstown and Mead desire to enter into the Agreement to set forth the responsibilities, obligations, powers and rights of each with respect to the Mead PD’s use of the Firing Range.

NOW, THEREFORE, in consideration of recitals, promises, and covenants herein set forth, and other good and valuable consideration herein received for, the Parties agree as follows:

1. Mead Police Department Use. The Mead PD shall hereby be entitled to use the Firing Range upon compliance with the terms and conditions of this Agreement. The Mead PD shall not, under any circumstance, allow any third parties to use the Firing Range and shall not allow persons who are not properly certified to perform law enforcement services to use the Firing Range.

2. Scheduling. The Mead PD may use the Firing Range at any time that it is available and not otherwise being used by Johnstown or by other previously authorized users. To use the Firing Range, the Mead PD shall contact the Johnstown PD at least forty-eight (48) hours in advance and may only thereafter use the Firing Range upon verification that the Firing Range is available.

3. Equipment and Supplies. The Mead PD shall bring its own equipment and supplies to the Firing Range and shall not use Johnstown’s equipment and supplies. If the Mead PD desires to store equipment or supplies at the Firing Range, Mead shall obtain prior approval from Johnstown and shall only store the equipment or supplies in a location acceptable to Johnstown.

4. Term. The term of this Agreement shall be for one (1) year from the date of mutual execution hereof by the Parties (the "Effective Date") and shall automatically renew for additional one (1) year terms unless otherwise terminated as provided herein.

5. Termination. This Agreement may be terminated by either Party, with or without cause, by providing ten (10) days' advance written notice to the other Party. Mead shall return any keys and other such items to Johnstown on or before the date of the termination. If the Mead PD is storing equipment or supplies at the Firing Range, such equipment and supplies shall be removed on or before the date of the termination.

6. Duty to Repair or Replace. Mead shall be solely responsible for all acts and omissions related to the Mead PD's use of the Firing Range. Mead shall promptly repair any and all damage caused to the Firing Range arising from its actions or omissions or, as appropriate, shall promptly replace all damaged items. Repairs and replacements shall be subject to Johnstown's approval. If Mead does not repair or replace items, or if Johnstown does not approve of the repairs or replacements, Johnstown may repair the damage or replace the items and provide an invoice to Mead for the cost of the repair or replacement, which invoice may contain an administrative fee of up to ten percent (10%) of the actual cost. Mead shall pay the invoice within thirty (30) days of receipt.

7. Legal Proceedings and Liability. Neither party shall be deemed to assume any responsibility or liability for the acts or omissions of the other Party, its officers, agents and employees. Each Party shall defend itself, its officers, agents and employees in any action, of any sort, brought by any person or entity against that Party, its officers, agents and employees, arising out of or related to the Party's use of the Firing Range and/or to performance of this Agreement, including, but not limited to, those involving a claim of injury or damages or both. Subject to the provisions of paragraph 17 below and only if and to the extent permitted by law, Mead shall indemnify and hold harmless Johnstown, its officers, agents and employees against any and all liability, loss, damage, demands, causes of action or expenses of whatever nature (including court costs and attorney's fees) arising out of, related to or caused by the Mead PD's use of the Firing Range and/or the performance of this Agreement, except for those acts solely attributable to Johnstown's negligence.

8. Insurance. Mead shall maintain sufficient insurance coverage or have sufficient financial ability to satisfy liabilities, losses, damages, demands, causes of action or expenses that may arise hereunder. All insurance policies shall include Johnstown as an additional insured. Mead shall maintain workers compensation insurance coverage, in the amounts required by law, for all employees present, in any capacity, at the Firing Range.

9. Parties Relationship and Mead Employees. The Parties intend that the relationship between them with respect to this Agreement is that of independent entities working in mutual cooperation. Johnstown shall not be responsible for Mead's employees or for any matters involving the employment relationship between Mead and its employees.

10. Notices.

(a) All notices to Mead shall be sent certified or registered mail, return receipt requested, and first class mail, postage prepaid, to: Town of Mead, Attn: Town Manager, 441 Third Street, Mead, CO 80542 and Mead Police Department, Attn: Police Chief, 537 Main Street, P.O. Box 31, Mead, CO 80542.

(b) All notices to Johnstown shall be sent certified or registered mail, return receipt requested, and first class mail, postage prepaid, to: Town of Johnstown, Attn: Town Manager, 450 S. Parish Avenue, Johnstown, CO 80534 and Johnstown Police Department, Attn: Police Chief, 430 S. Parish Avenue, Johnstown, CO 80534.

Notwithstanding the foregoing, either Party may provide electronic mail (“e-mail”) notice on the condition that the other Party acknowledges receipt of the e-mail and does not object to the delivery of notice by e-mail.

11. Law and Venue. The validity, interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the State of Colorado, and venue shall be in Weld County, Colorado, for any litigation.

12. Dispute Resolution. In the event of any dispute arising under this Agreement, the Parties shall submit the matter to mediation prior to commencing legal action. The cost of the mediation shall be split equally between the Parties.

13. Severability. If any portion of this Agreement shall be or becomes illegal, invalid or unenforceable in whole or in part for any reason, such provision shall be ineffective only to the extent of such illegality, invalidity or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Agreement. If any court of competent jurisdiction should deem any covenant herein to be invalid, illegal or unenforceable because its scope is considered excessive, such covenant shall be modified so that the scope of the covenant is reduced only to the minimum extent necessary to render the modified covenant valid, legal and enforceable.

14. Waiver. No consent or waiver, express or implied, by a Party to or of any breach or default by the other Party in the performance by the other Party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by the non-defaulting Party. Failure on the part of any Party to complain of any act or failure to act or to declare any other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder.

15. Appropriation. Nothing in this Agreement shall be construed to require either Party to provide funding for any purpose under this Agreement that has not previously been budgeted. This Agreement is subject to adequate appropriation in any given fiscal year. Should adequate funds not be appropriated in any fiscal year, this Agreement shall terminate.

16. Assignment and Binding Effect. Mead shall not transfer or assign its interest in this Agreement. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than Johnstown and Mead.

17. Colorado Governmental Immunity Act. The Parties hereto understand and agree that they are relying on, and do not waive or intend to waive, by any provision of this Agreement, any rights, protections, or privileges provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et seq.*, as it is from time to time amended, or otherwise available to the Parties, their officers, or employees.

18. No Presumption. Each Party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. Each Party acknowledges that it has carefully read and reviewed the terms of this Agreement. Each Party acknowledges that the entry into and execution of this Agreement is its own free and voluntary act and deed, without compulsion. The Parties agree that this Agreement reflects the joint drafting efforts of all Parties and in the event of any dispute, disagreement or controversy arising from this agreement, the Parties shall be considered joint authors and no provision shall be interpreted against any Party because of authorship.

19. Amendment. This Agreement may not be amended or modified except by a subsequent written instrument signed by both Parties.

20. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties and supersedes all prior agreements or understandings.

21. Headings. The headings used herein are for convenience purposes only and shall not limit the meaning of the language contained herein.

22. Counterpart and Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. This Agreement may be executed and delivered by electronic signature by either of the Parties and the Parties hereby consent to the use of electronic signatures.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as set forth below.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Diana Seele, Town Clerk

By: _____
Matthew S. LeCerf, Town Manager

Date of execution: _____

TOWN OF MEAD, COLORADO

ATTEST:

By: _____
Mary Strutt, Town Clerk, MMC

By: _____
Helen Migchelbrink, Town Manager

Date of execution: _____



Agenda Item Summary

MEETING DATE: April 13, 2020

SUBJECT: Finance Committee Reappointment: Paul Nilles

PRESENTED BY: Mary Strutt, Town Clerk / Treasurer

SUMMARY

Paul Nilles joined the Finance Committee in 2017 and has been a valuable member of the committee. His term expires on April 30, 2020. He is interested in being reappointed to the committee. The committee chair, Scott Gilbert, and staff support his reappointment.

FINANCIAL CONSIDERATIONS

None

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends that the Board reappoint Paul Nilles to the Finance Committee for the term May 1, 2020 through April 30, 2024.

ATTACHMENTS

None



Agenda Item Summary

MEETING DATE: April 13, 2020

SUBJECT: Resolution No. 46-R-2020 – Approving the First Amendment to The Highlands Subdivision Improvement Agreement

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

SUMMARY

The developer of The Highlands subdivision has requested an adjustment to the phasing plan originally provided in the Subdivision Improvement Agreement (SIA) dated September 30, 2019. The SIA does allow for changes to the phasing plan through a formal amendment of the Agreement, provided the Town Engineer and Town Manager have reviewed and approved the new phasing plan.

Phase 1A of the development is being divided into two phases (1A-1 and 1A) as shown on the attached diagram (Exhibit B). This new phasing plan allows the developer to obtain certificates of occupancy on the lots within Phase 1A-1, which includes the model, sooner than otherwise anticipated. There are no other changes proposed, so all other aspects of the development remain the same.

FINANCIAL CONSIDERATIONS

There are no financial impacts to the Town relative to this proposal.

STAFF RECOMMENDATION/ACTION REQUIRED

The Town Engineer and Town Manager have reviewed and approved the new phasing plan, and Staff recommends executing the First Amendment.

Suggested Motion – “I move to adopt Resolution No. 46-R-2020 approving the First Amendment to the Subdivision Improvement Agreement between the Town of Mead and the developer of the Highlands subdivision.”

ATTACHMENTS

Resolution No. 46-R-2020
First Amendment to SIA
Proposed Phasing Plan (SIA Exhibit B)

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 46-R-2020**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO,
APPROVING THE FIRST AMENDMENT TO SUBDIVISION
IMPROVEMENT AGREEMENT BETWEEN THE TOWN OF MEAD
AND THE DEVELOPER OF THE HIGHLANDS SUBDIVISION**

WHEREAS, the Town of Mead and Highlands Mead LLC, a Colorado limited liability company (“Developer”) entered into that certain Subdivision Improvement Agreement dated September 30, 2019 and recorded in the official records of Weld County, Colorado, on November 8, 2019 at Reception No. 453952 regarding improvements to be made in The Highlands Filing No. 1 final plat (the “Agreement”); and

WHEREAS, the Agreement constitutes the subdivision improvement agreement for the final plat, as required by Sec. 16-4-130 of the *Mead Municipal Code*; and

WHEREAS, the amendments to the Agreement to are set forth in that certain First Amendment to the Agreement (the “First Amendment”), a copy of which is attached to this Resolution as **Exhibit 1** and is incorporated herein by reference; and

WHEREAS, the First Amendment has been executed by the Developer and is on file with the Town Clerk; and

WHEREAS, the Town Engineer and Town Manager have reviewed and approved the proposed adjustment to the Phasing Plan, as set forth and included in the First Amendment; and

WHEREAS, the Board of Trustees desires to approve the First Amendment and further desires to authorize the Town Manager to execute the First Amendment on behalf of the Town,

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

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

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

Section 3. Following the execution of the First Amendment by the Town Manager, the Town Clerk shall cause the First Amendment to be recorded in the real property records of Weld County, Colorado.

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

Section 5. Repealer. All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 6. Certification. The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 13TH DAY OF APRIL, 2020.

ATTEST:

TOWN OF MEAD

By _____
Mary E. Strutt, MMC, Town Clerk

By _____
Colleen G. Whitlow, Mayor

Exhibit 1

First Amendment to Subdivision Improvement Agreement (The Highlands Filing No. 1)

**FIRST AMENDMENT TO SUBDIVISION IMPROVEMENT AGREEMENT
(HIGHLANDS FILING NO. 1)**

THIS FIRST AMENDMENT TO SUBDIVISION IMPROVEMENT AGREEMENT (HIGHLANDS FILING NO. 1) (“First Amendment”) is made and entered into by and between the **TOWN OF MEAD**, a Colorado municipal corporation, whose address is P.O. Box 626, Mead, Colorado (“Mead” or “Town”) and **HIGHLANDS MEAD LLC**, a Colorado limited liability company (the “Developer”) (together, the “Parties”). This First Amendment shall be effective upon mutual execution hereof by the Parties (the “Effective Date”).

WHEREAS, the Town and Developer entered into that certain Subdivision Improvement Agreement dated September 30, 2019 and recorded in the real property records of Weld County, Colorado, on November 8, 2019 at Reception No. 4539552 (the “Agreement”); and

WHEREAS, the Agreement constitutes the subdivision improvement agreement for The Highlands Filing No. 1 Final Plat, as required by Sec. 16-4-130 of the *Mead Municipal Code*; and

WHEREAS, Section I.C. of the Agreement states that the Town and Developer shall only be authorized to approve an amendment to the Phasing Plan through a formal amendment of the Agreement; and

WHEREAS, Section I.C. further of the Agreement further provides that “[t]he Town shall not approve a Phasing Plan amendment unless it is first reviewed and approved in writing by the Town Engineer and Town Manager”; and

WHEREAS, Section XVI.L. of the Agreement requires that any amendment to the Agreement be in writing and signed by the Parties; and

WHEREAS, the Town Engineer and Town Manager have reviewed and approved the proposed adjustment to the Phasing Plan; and

WHEREAS, the Town Board desires to approve this First Amendment.

NOW, THEREFORE, in consideration of the foregoing, the Parties hereto promise, covenant and agree as follows:

- A. Capitalized Terms. Capitalized terms used herein but not otherwise defined shall have the meaning given them in the Agreement.
- B. Graphic Representation of Phasing Plan Amended. Page 21 of the Agreement (constituting the graphic representation of the approved Phasing Plan) is hereby amended by replacing the same with Exhibit B consisting of one (1) page and attached to this First Amendment (“Amended Phasing Plan”). No other portion of Exhibit B (Improvements) or Exhibit B-1 (Landscaping Improvements) is altered or amended by this First Amendment.
- C. Warranty Period. For purposes of Section X.A of the Agreement (“Conditional Acceptance and Warranty Period”) and Section X.B. of the Agreement (“Final Acceptance”) the Parties acknowledge and agree that Phase 1A-1 and Phase 1A, as shown in the Amended Phasing Plan, shall be treated as one consolidated phase for the applicable probation and warranty periods as set forth in the Agreement.

TOWN OF MEAD

By: _____
Helen Migchelbrink, Town Manager, *authorized*
pursuant to Resolution No. _____

Date of execution: _____, 2020

ATTEST:

By: _____
Town Clerk

Exhibit B
(Amended Phasing Plan)



Report Criteria:

Report type: GL detail

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
04/20	04/08/2020	31889	4RIVERS EQUIPMENT	848363	01-44-5215	blades	578.76
Total 31889:							578.76
04/20	04/08/2020	31890	ADAMSON POLICE PRODUCTS	323384CM	01-42-5255	ref. inv 323384	64.00-
04/20	04/08/2020	31890	ADAMSON POLICE PRODUCTS	INV323625	01-42-5254	Mace gear	25.00
04/20	04/08/2020	31890	ADAMSON POLICE PRODUCTS	INV323627	01-42-5254	Mace uniforms	311.70
04/20	04/08/2020	31890	ADAMSON POLICE PRODUCTS	INV323760	01-42-5210	Mace badge	11.95
Total 31890:							284.65
04/20	04/08/2020	31891	AGFINITY	Q24018	01-44-5215	Grease	215.90
Total 31891:							215.90
04/20	04/08/2020	31892	AXON ENTERPRISES, INC.	SI-1648955	01-42-5255	2 tasers	726.00
Total 31892:							726.00
04/20	04/08/2020	31893	BOWMAN CONSTRUCTION SUP	BCS114702	01-45-5363	Fertilizer	1,620.00
Total 31893:							1,620.00
04/20	04/08/2020	31894	BUCKEYE WELDING SUPPLY C	05037200	01-44-5369	Cylinder Rental	6.50
Total 31894:							6.50
04/20	04/08/2020	31895	CARDMEMBER SERVICE	032520 1008	01-42-5330	IACP conf	370.00
04/20	04/08/2020	31895	CARDMEMBER SERVICE	032520 1008	01-42-5216	Car washes	72.00
04/20	04/08/2020	31895	CARDMEMBER SERVICE	032520 1008	01-42-5700	Shipping	64.05
04/20	04/08/2020	31895	CARDMEMBER SERVICE	032520 1008	01-42-5201	Software	49.99
04/20	04/08/2020	31895	CARDMEMBER SERVICE	032520 1008	01-42-5700	Food	15.45
04/20	04/08/2020	31895	CARDMEMBER SERVICE	032520 3514	01-42-5216	toll charges	117.50
04/20	04/08/2020	31895	CARDMEMBER SERVICE	032520 3514	01-40-5700	Food for meeting	40.26
04/20	04/08/2020	31895	CARDMEMBER SERVICE	032520 3514	01-40-5700	employee tray	25.00
04/20	04/08/2020	31895	CARDMEMBER SERVICE	032520 3514	01-43-5330	training materials - planning	230.00
04/20	04/08/2020	31895	CARDMEMBER SERVICE	032520 3514	01-43-5331	C Kennedy membership AICP, APA	763.00
04/20	04/08/2020	31895	CARDMEMBER SERVICE	032520 3514	01-40-5700	Lunch meeting ft collins planning	57.31
04/20	04/08/2020	31895	CARDMEMBER SERVICE	032520 3514	01-40-5700	Lunch meeting wellington	42.92
04/20	04/08/2020	31895	CARDMEMBER SERVICE	032520 3514	01-42-5700	records clerk ad	142.91
04/20	04/08/2020	31895	CARDMEMBER SERVICE	032520 3514	01-44-5216	toll charges	28.80
04/20	04/08/2020	31895	CARDMEMBER SERVICE	032520 3514	01-40-5331	dropbox annual renewal	450.00
04/20	04/08/2020	31895	CARDMEMBER SERVICE	032520 5558	01-42-5330	training	359.63
04/20	04/08/2020	31895	CARDMEMBER SERVICE	032520 5670	01-45-5265	Senior lunch birthdays	7.77
04/20	04/08/2020	31895	CARDMEMBER SERVICE	032520 5670	01-45-5349	Lunch CPR class	126.74
04/20	04/08/2020	31895	CARDMEMBER SERVICE	032520 5670	01-45-5260	promotional signs	639.70
04/20	04/08/2020	31895	CARDMEMBER SERVICE	032520 5670	01-40-5201	Zoom purchase	157.25
Total 31895:							3,760.28
04/20	04/08/2020	31896	CENTURY LINK	0831 032520	01-40-5300	Fax - Town Hall	64.89
04/20	04/08/2020	31896	CENTURY LINK	4770 032520	01-44-5300	shop phone	76.74
04/20	04/08/2020	31896	CENTURY LINK	4770 032520	01-42-5305	shop phone	76.73

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 31896:							218.36
04/20	04/08/2020	31897	CIRSA	200719	01-40-5320	General Liability Insurance 2020 Q2	14,153.32
04/20	04/08/2020	31897	CIRSA	200719	06-40-5320	General Liability Insurance 2020 Q2	6,065.71
Total 31897:							20,219.03
04/20	04/08/2020	31898	CRIBARI LAW FIRM, P.C.	033020	01-41-5455	Prosecuting Attorney 3/2020	784.00
Total 31898:							784.00
04/20	04/08/2020	31899	DC FROST ASSOCIATES INC.	41541	06-47-5215	lamp	2,298.94
Total 31899:							2,298.94
04/20	04/08/2020	31900	DIETZE AND DAVIS PC	88732	01-41-5040	Court Judge 3/2020	1,000.00
Total 31900:							1,000.00
04/20	04/08/2020	31901	ESRI, INC.	040720	01-40-5201	Annual software maint.	1,700.00
Total 31901:							1,700.00
04/20	04/08/2020	31902	FASTENAL	COLON8171	01-44-5210	Parts/Supplies	14.70
04/20	04/08/2020	31902	FASTENAL	COLON8186	01-44-5216	Equipment repairs	108.89
Total 31902:							123.59
04/20	04/08/2020	31903	Fox Tuttle Transportation Grou, LL	19021-13A	01-40-5440	Rangeview	200.00
04/20	04/08/2020	31903	Fox Tuttle Transportation Grou, LL	19021-13B	01-40-5440	gopher gulch	1,150.00
Total 31903:							1,350.00
04/20	04/08/2020	31904	G AND M DISPOSAL INC.	2004013303	06-47-5310	Trash service 4504 Welker 4/2020	89.26
04/20	04/08/2020	31904	G AND M DISPOSAL INC.	20040133119	01-40-5310	Trash service 441 Third St 4/2020	120.75
04/20	04/08/2020	31904	G AND M DISPOSAL INC.	2004013312	01-40-5310	Trash service 537 Main St 4/2020	120.75
Total 31904:							330.76
04/20	04/08/2020	31905	GCR TIRES & SERVICES	757-87624	01-44-5215	flat repair	44.00
Total 31905:							44.00
04/20	04/08/2020	31906	GREEN MILL SPORTSMAN CLU	114	01-42-5330	Shooting Range - Police 3/25, 3/31	300.00
Total 31906:							300.00
04/20	04/08/2020	31907	HOME DEPOT CREDIT SERVIC	2769 022120	01-40-5017	toilet repair- pd	11.96
04/20	04/08/2020	31907	HOME DEPOT CREDIT SERVIC	2769 022120	01-44-5254	battery, charger, socket set	361.94
04/20	04/08/2020	31907	HOME DEPOT CREDIT SERVIC	2769 022120	01-44-5216	auto fuse	15.97
04/20	04/08/2020	31907	HOME DEPOT CREDIT SERVIC	2769 032020	01-44-5210	glass board TH	19.00
04/20	04/08/2020	31907	HOME DEPOT CREDIT SERVIC	2769 032020	01-44-5254	supplies for TH	34.99
04/20	04/08/2020	31907	HOME DEPOT CREDIT SERVIC	2769 032020	01-40-5210	COVID 19	81.57

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 31907:							525.43
04/20	04/08/2020	31908	INTERSTATE FORD	033120	01-42-5216	unit 6 brakes	381.39
Total 31908:							381.39
04/20	04/08/2020	31909	Invision GIS, LLC	1785	01-44-5201	GIS services	575.00
04/20	04/08/2020	31909	Invision GIS, LLC	1808	01-44-5201	GIS services	1,415.00
Total 31909:							1,990.00
04/20	04/08/2020	31910	JAX MERCANTILE	17798164	01-44-5700	uniforms	472.94
04/20	04/08/2020	31910	JAX MERCANTILE	1805295	01-44-5700	uniforms	249.99
04/20	04/08/2020	31910	JAX MERCANTILE	1984629	01-44-5700	uniforms	438.96
Total 31910:							1,161.89
04/20	04/08/2020	31911	JOHN DEERE FINANCIAL	27406 03012	01-44-5216	repairs for JD blades/ radio	40.64
04/20	04/08/2020	31911	JOHN DEERE FINANCIAL	27406 03012	01-44-5216	repairs for JD blades/ radio	195.27
04/20	04/08/2020	31911	JOHN DEERE FINANCIAL	27406 03012	01-44-5216	repairs for JD blades/ radio	7.36
04/20	04/08/2020	31911	JOHN DEERE FINANCIAL	842136	01-44-5215	plow pin	25.53
Total 31911:							268.80
04/20	04/08/2020	31912	JVA INCORPORATED	83156	06-47-5500	2/2020 on call	404.00
04/20	04/08/2020	31912	JVA INCORPORATED	83156	06-40-5405	2/2020 on call	90.00
04/20	04/08/2020	31912	JVA INCORPORATED	83156	06-47-5500	2/2020 on call	990.00
04/20	04/08/2020	31912	JVA INCORPORATED	83156	06-47-5500	2/2020 on call	90.00
04/20	04/08/2020	31912	JVA INCORPORATED	83578	01-40-5405	2/2020 General engineering	989.90
04/20	04/08/2020	31912	JVA INCORPORATED	83578	01-40-5440	2/2020 Red Barn	198.00
04/20	04/08/2020	31912	JVA INCORPORATED	83580	01-40-5440	2/2020 Highlands	2,708.95
04/20	04/08/2020	31912	JVA INCORPORATED	83581-1	14-40-5500	2/2020 Roadway & trail design	4,125.00
04/20	04/08/2020	31912	JVA INCORPORATED	83582	01-40-5440	2/2020 Saint Acacius	148.00
04/20	04/08/2020	31912	JVA INCORPORATED	83584	01-40-5440	2/2020 Rangeview	444.00
04/20	04/08/2020	31912	JVA INCORPORATED	83585	01-40-5440	2/2020 Sorrento	5,174.05
Total 31912:							15,361.90
04/20	04/08/2020	31913	KONICA MINOLTA BUSINESS S	264966886	01-40-5315	B&W copies	37.19
04/20	04/08/2020	31913	KONICA MINOLTA BUSINESS S	264966886	01-40-5315	Color copies	212.16
Total 31913:							249.35
04/20	04/08/2020	31914	LEANN WORRELL	RECEIPT 61	01-45-5265	Refunds four senior trips	20.00
Total 31914:							20.00
04/20	04/08/2020	31915	LITTLE THOMPSON WATER DIS	032020 6010	06-47-5305	5423 WCR 32 032020	28.15
04/20	04/08/2020	31915	LITTLE THOMPSON WATER DIS	032020 6188	01-40-5305	150 main 032020	30.50
04/20	04/08/2020	31915	LITTLE THOMPSON WATER DIS	032020 6202	01-45-5305	2700WCR 34.5	73.24
04/20	04/08/2020	31915	LITTLE THOMPSON WATER DIS	032020 6218	01-45-5305	190 1st 032020	73.24
04/20	04/08/2020	31915	LITTLE THOMPSON WATER DIS	032020 6225	01-40-5305	365 Welker 032020	30.50
04/20	04/08/2020	31915	LITTLE THOMPSON WATER DIS	032020 6577	01-45-5305	156 Eagle 032020	38.93
04/20	04/08/2020	31915	LITTLE THOMPSON WATER DIS	032020 6578	01-42-5305	537 main - pd	26.64
04/20	04/08/2020	31915	LITTLE THOMPSON WATER DIS	032020 6578	01-44-5305	537 main pw 032020	26.64

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
04/20	04/08/2020	31915	LITTLE THOMPSON WATER DIS	032020 6579	01-45-5305	16775 North creek 032020	88.69
04/20	04/08/2020	31915	LITTLE THOMPSON WATER DIS	032020 6580	01-45-5305	4410third (6580) 032020	88.69
04/20	04/08/2020	31915	LITTLE THOMPSON WATER DIS	032020 6581	01-45-5305	10 fairburn 032020	30.50
04/20	04/08/2020	31915	LITTLE THOMPSON WATER DIS	032020 6582	01-40-5305	441 3rd st 032020	36.18
04/20	04/08/2020	31915	LITTLE THOMPSON WATER DIS	032020 6620	01-40-5305	501 3rd 032020	28.15
Total 31915:							600.05
04/20	04/08/2020	31916	MARJORIE ROBINSON	REC 619088	01-45-5265	Refunds for Senior trips	20.00
Total 31916:							20.00
04/20	04/08/2020	31917	MCDONALD FARMS ENTERPRI	492515-1026	06-47-5231	Vac Tanker 3.25.20	720.00
Total 31917:							720.00
04/20	04/08/2020	31918	MICHOW COX & MCASKIN LLP	MEAD.FEB2	01-40-5400	Legal Services general	12,622.36
04/20	04/08/2020	31918	MICHOW COX & MCASKIN LLP	MEAD.FEB2	01-40-5435	Legal Services sorrento	905.25
04/20	04/08/2020	31918	MICHOW COX & MCASKIN LLP	MEAD.FEBR	01-40-5435	Legal Services Red Barn	524.00
04/20	04/08/2020	31918	MICHOW COX & MCASKIN LLP	MEAD.FEBR	01-40-5435	Legal Services St Acacius	525.75
04/20	04/08/2020	31918	MICHOW COX & MCASKIN LLP	MEAD.FEBR	01-40-5435	Legal Services Waterfront	2,147.75
04/20	04/08/2020	31918	MICHOW COX & MCASKIN LLP	MEAD.FEBR	01-40-5435	Legal Services Gopher	2,534.00
04/20	04/08/2020	31918	MICHOW COX & MCASKIN LLP	MEAD.FEBR	01-40-5435	Legal Services MWD	1,186.50
04/20	04/08/2020	31918	MICHOW COX & MCASKIN LLP	MEAD.FEBR	01-40-5435	Legal Services Rangeview	727.50
04/20	04/08/2020	31918	MICHOW COX & MCASKIN LLP	MEAD.FEBR	01-40-5435	Legal Services Iglesia	738.00
04/20	04/08/2020	31918	MICHOW COX & MCASKIN LLP	MEAD.FEBR	01-40-5435	Legal Services Grandview cir	200.00
Total 31918:							22,111.11
04/20	04/08/2020	31919	NEXTRUST, INC.	271103	06-40-5205	Sewer Bills 3/2020	324.00
04/20	04/08/2020	31919	NEXTRUST, INC.	271103	06-40-5410	Sewer Bills 3/2020	166.84
Total 31919:							490.84
04/20	04/08/2020	31920	PAVEMENT REPAIR AND SUPPL	2020-604	01-44-5250	pavement repair	1,726.00
Total 31920:							1,726.00
04/20	04/08/2020	31921	PEAK ELEVATOR PERFORMAN	48077	01-40-5215	Elevator Services 4/2020	108.50
Total 31921:							108.50
04/20	04/08/2020	31922	POWER EQUIPMENT COMPANY	RSA000264-	01-44-5369	Equipment Rental	1,000.00
04/20	04/08/2020	31922	POWER EQUIPMENT COMPANY	RSA003725-	01-44-5369	Equipment Rental	1,000.00
04/20	04/08/2020	31922	POWER EQUIPMENT COMPANY	W23004464-	01-44-5216	repairs for grader	3,729.47
Total 31922:							5,729.47
04/20	04/08/2020	31923	Precision Employment Consulting	033120	01-40-5401	Consulting 3/2020	5,994.00
Total 31923:							5,994.00
04/20	04/08/2020	31924	Professional Management Solutio	84417	01-40-5401	Financial Consulting 3/2020	5,040.00
Total 31924:							5,040.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
04/20	04/08/2020	31925	Proforce Marketing, Inc	399129	01-42-5210	glk mag	40.80
Total 31925:							40.80
04/20	04/08/2020	31926	RAMEY ENVIRONMENTAL COM	20276	06-47-5390	Wastewater svcs 3/2020	4,277.70
04/20	04/08/2020	31926	RAMEY ENVIRONMENTAL COM	20276	06-47-5391	Lab Services 3/2020	132.48
04/20	04/08/2020	31926	RAMEY ENVIRONMENTAL COM	20276	06-47-5215	Equipment 3/2020	487.38
04/20	04/08/2020	31926	RAMEY ENVIRONMENTAL COM	20276	06-47-5215	Facility Operator 3/2020	252.38
04/20	04/08/2020	31926	RAMEY ENVIRONMENTAL COM	20276	06-47-5227	chemicals 3/2020	476.35
Total 31926:							5,626.29
04/20	04/08/2020	31927	RPS PLAN ADMIN/24HR FLEX	47218	01-40-5068	Flex TPA 4/2020	145.00
Total 31927:							145.00
04/20	04/08/2020	31928	SAFEBUILT COLORADO INC.	0067065-IN	01-43-5460	Plan Review 3/2020	90,923.30
Total 31928:							90,923.30
04/20	04/08/2020	31929	SUNRISE ENVIRONMENTAL SCI	030320	01-45-5210	late fees	17.01
04/20	04/08/2020	31929	SUNRISE ENVIRONMENTAL SCI	105111	01-44-5210	cleaner for shop	463.85
04/20	04/08/2020	31929	SUNRISE ENVIRONMENTAL SCI	107090	01-45-5215	zappers	593.96
Total 31929:							1,074.82
04/20	04/08/2020	31930	Tactical Medical Solutions LLC	INV109162	01-42-5210	Trauma kit	1,898.10
Total 31930:							1,898.10
04/20	04/08/2020	31931	TDS	031920	01-40-5325	Internet 4/2020	455.60
Total 31931:							455.60
04/20	04/08/2020	31932	THE HARTFORD-GROUP BENE	9235689721	01-40-5066	STD / LTD Insurance 4/2020	213.69
04/20	04/08/2020	31932	THE HARTFORD-GROUP BENE	9235689721	01-41-5066	STD / LTD Insurance 4/2020	52.93
04/20	04/08/2020	31932	THE HARTFORD-GROUP BENE	9235689721	01-42-5066	STD / LTD Insurance 4/2020	288.88
04/20	04/08/2020	31932	THE HARTFORD-GROUP BENE	9235689721	01-43-5066	STD / LTD Insurance 4/2020	125.86
04/20	04/08/2020	31932	THE HARTFORD-GROUP BENE	9235689721	01-44-5066	STD / LTD Insurance 4/2020	141.81
04/20	04/08/2020	31932	THE HARTFORD-GROUP BENE	9235689721	01-45-5066	STD / LTD Insurance 4/2020	153.17
04/20	04/08/2020	31932	THE HARTFORD-GROUP BENE	9235689721	06-40-5066	STD / LTD Insurance 4/2020	56.38
04/20	04/08/2020	31932	THE HARTFORD-GROUP BENE	9235689721	20-40-5066	STD / LTD Insurance 4/2020	34.20
Total 31932:							1,066.92
04/20	04/08/2020	31933	TRACTOR SUPPLY CREDIT PLA	9125 032020	01-44-5210	chain saw	10.99
04/20	04/08/2020	31933	TRACTOR SUPPLY CREDIT PLA	9125 032020	01-44-5215	battery for mower	134.99
04/20	04/08/2020	31933	TRACTOR SUPPLY CREDIT PLA	9125 032020	01-40-5348	traps	10.97
04/20	04/08/2020	31933	TRACTOR SUPPLY CREDIT PLA	9125 032020	01-44-5215	fluid/ cap	15.97
Total 31933:							172.92
04/20	04/08/2020	31934	TRIDENT SECURITY SYSTEMS	104353	01-42-5201	2020 Q2 PD	105.00
04/20	04/08/2020	31934	TRIDENT SECURITY SYSTEMS	104354	01-40-5201	2020 Q2 monitoring Town Hall	105.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 31934:							210.00
04/20	04/08/2020	31935	UNITED POWER	031920 1265	01-45-5305	Booster pump 3/2020	20.00
04/20	04/08/2020	31935	UNITED POWER	031920 1295	01-45-5305	Mead ponds 3/2020	20.00
04/20	04/08/2020	31935	UNITED POWER	031920 1430	06-47-5305	WWTP 3/2020	5,369.90
04/20	04/08/2020	31935	UNITED POWER	031920 1683	01-45-5305	Liberty park sprinkler 3/2020	22.25
04/20	04/08/2020	31935	UNITED POWER	031920 1690	01-45-5305	Feather ridge 3/2020	20.00
04/20	04/08/2020	31935	UNITED POWER	031920 1715	01-45-5305	Sprinkler clock 3/2020	20.00
04/20	04/08/2020	31935	UNITED POWER	031920 1761	01-40-5305	town hall 3/2020	522.31
04/20	04/08/2020	31935	UNITED POWER	031920 1777	01-45-5305	gazebo 3/2020	20.86
04/20	04/08/2020	31935	UNITED POWER	031920 1894	01-42-5305	Modular pd 3/2020	179.01
04/20	04/08/2020	31935	UNITED POWER	031920 1894	01-44-5305	Modular pW 3/2020	179.01
04/20	04/08/2020	31935	UNITED POWER	031920 6130	01-45-5305	area light 3/2020	10.25
04/20	04/08/2020	31935	UNITED POWER	031920 6753	01-45-5305	N Crrek sprinkler 3/2020	20.01
04/20	04/08/2020	31935	UNITED POWER	031920 7490	06-47-5305	Lake thomas pump 3/2020	35.83
04/20	04/08/2020	31935	UNITED POWER	031920 8370	01-44-5305	Shop 3/2020	149.67
04/20	04/08/2020	31935	UNITED POWER	031920 8860	01-44-5305	Streetlights 3/2020	3,228.15
04/20	04/08/2020	31935	UNITED POWER	031920 9630	06-47-5305	WWTP lagoon 3/2020	37.77
Total 31935:							9,855.02
04/20	04/08/2020	31936	US BANK VOYAGER FLEET SYS	2834 2/29/20	01-42-5253	Fuel	1,182.57
04/20	04/08/2020	31936	US BANK VOYAGER FLEET SYS	2834 2/29/20	01-44-5253	Fuel	2,050.70
04/20	04/08/2020	31936	US BANK VOYAGER FLEET SYS	2834 2/29/20	01-45-5253	Fuel	732.19
04/20	04/08/2020	31936	US BANK VOYAGER FLEET SYS	2834 2/29/20	06-47-5253	Fuel	732.19
Total 31936:							4,697.65
04/20	04/08/2020	31937	VERIS ENVIRONMENTAL LLC	J010258	06-47-5231	Sludge Disposal WE 3/22/20	1,014.00
04/20	04/08/2020	31937	VERIS ENVIRONMENTAL LLC	J010316	06-47-5231	Sludge Disposal WE 3.31.20	3,042.00
Total 31937:							4,056.00
04/20	04/08/2020	31938	WELD COUNTY	040720	01-42-5500	3 pack radios	11,863.29
Total 31938:							11,863.29
04/20	04/08/2020	31939	WELD COUNTY SHERIFF'S OFF	031920	01-42-5345	2/2020 Indirect Patrol	778.49
Total 31939:							778.49
04/20	04/08/2020	31940	Wickham Tractor Company	IE06482	01-44-5216	o ring	13.15
Total 31940:							13.15
04/20	04/08/2020	31941	WORKWELL OCCUPATIONAL M	496597	01-42-5700	New hire drug screen	36.00
Total 31941:							36.00
04/20	04/08/2020	31942	XCEL ENERGY	677557217	01-40-5305	Town HALL 2/20 - 3/19/20	127.04
04/20	04/08/2020	31942	XCEL ENERGY	677894992	01-40-5305	537 4th St 2/20-3/19/20	240.01
Total 31942:							367.05

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Grand Totals:							<u>231,339.90</u>

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-02-2000	64.00	200,063.44-	199,999.44-
01-40-5017	11.96	.00	11.96
01-40-5066	213.69	.00	213.69
01-40-5068	145.00	.00	145.00
01-40-5201	1,962.25	.00	1,962.25
01-40-5210	81.57	.00	81.57
01-40-5215	108.50	.00	108.50
01-40-5300	64.89	.00	64.89
01-40-5305	1,014.69	.00	1,014.69
01-40-5310	241.50	.00	241.50
01-40-5315	249.35	.00	249.35
01-40-5320	14,153.32	.00	14,153.32
01-40-5325	455.60	.00	455.60
01-40-5331	450.00	.00	450.00
01-40-5348	10.97	.00	10.97
01-40-5400	12,622.36	.00	12,622.36
01-40-5401	11,034.00	.00	11,034.00
01-40-5405	989.90	.00	989.90
01-40-5435	9,488.75	.00	9,488.75
01-40-5440	10,023.00	.00	10,023.00
01-40-5700	165.49	.00	165.49
01-41-5040	1,000.00	.00	1,000.00
01-41-5066	52.93	.00	52.93
01-41-5455	784.00	.00	784.00
01-42-5066	288.88	.00	288.88
01-42-5201	154.99	.00	154.99
01-42-5210	1,950.85	.00	1,950.85
01-42-5216	570.89	.00	570.89
01-42-5253	1,182.57	.00	1,182.57
01-42-5254	336.70	.00	336.70
01-42-5255	726.00	64.00-	662.00
01-42-5305	282.38	.00	282.38
01-42-5330	1,029.63	.00	1,029.63
01-42-5345	778.49	.00	778.49
01-42-5500	11,863.29	.00	11,863.29
01-42-5700	258.41	.00	258.41
01-43-5066	125.86	.00	125.86
01-43-5330	230.00	.00	230.00
01-43-5331	763.00	.00	763.00
01-43-5460	90,923.30	.00	90,923.30
01-44-5066	141.81	.00	141.81
01-44-5201	1,990.00	.00	1,990.00
01-44-5210	508.54	.00	508.54
01-44-5215	1,015.15	.00	1,015.15
01-44-5216	4,139.55	.00	4,139.55
01-44-5250	1,726.00	.00	1,726.00
01-44-5253	2,050.70	.00	2,050.70
01-44-5254	396.93	.00	396.93

GL Account	Debit	Credit	Proof
01-44-5300	76.74	.00	76.74
01-44-5305	3,583.47	.00	3,583.47
01-44-5369	2,006.50	.00	2,006.50
01-44-5700	1,161.89	.00	1,161.89
01-45-5066	153.17	.00	153.17
01-45-5210	17.01	.00	17.01
01-45-5215	593.96	.00	593.96
01-45-5253	732.19	.00	732.19
01-45-5260	639.70	.00	639.70
01-45-5265	47.77	.00	47.77
01-45-5305	546.66	.00	546.66
01-45-5349	126.74	.00	126.74
01-45-5363	1,620.00	.00	1,620.00
06-02-2000	.00	27,181.26-	27,181.26-
06-40-5066	56.38	.00	56.38
06-40-5205	324.00	.00	324.00
06-40-5320	6,065.71	.00	6,065.71
06-40-5405	90.00	.00	90.00
06-40-5410	166.84	.00	166.84
06-47-5215	3,038.70	.00	3,038.70
06-47-5227	476.35	.00	476.35
06-47-5231	4,776.00	.00	4,776.00
06-47-5253	732.19	.00	732.19
06-47-5305	5,471.65	.00	5,471.65
06-47-5310	89.26	.00	89.26
06-47-5390	4,277.70	.00	4,277.70
06-47-5391	132.48	.00	132.48
06-47-5500	1,484.00	.00	1,484.00
14-02-2000	.00	4,125.00-	4,125.00-
14-40-5500	4,125.00	.00	4,125.00
20-02-2000	.00	34.20-	34.20-
20-40-5066	34.20	.00	34.20
Grand Totals:	<u>231,467.90</u>	<u>231,467.90-</u>	<u>.00</u>

Report Criteria:

Report type: GL detail

TO: Honorable Mayor and Trustees

FROM: Helen Migchelbrink, Town Manager

DATE: April 13, 2020

SUBJECT: Town Manager Report

Administration

- The Municipal Election was held on April 7. The unofficial results of the election are in the Board Packet.
- The Town Hall has been closed to the public, but staff continues to work on a staggered schedule and many are working from home. Staff is continuing to provide police and emergency services; all licensing and permitting including building, business and liquor; community engagement services; senior lunch as a takeout; utility billing; the wastewater treatment facility; and public works. Staff is available by appointment.
- Staff has created a COVID-19 web page on the town's website to serve as a single point of reference with resources, cancelations, and related town news on the page
- All playgrounds, public restrooms and picnic pavilions have been closed to the public. The Spring Clean-up Day has been postponed.
- Staff has attended several COVID-19 related virtual meetings put on by the governors' office, Weld County, CDC, WHO, DOLA, etc. in order to understand the impact on Mead and the resources that are coming available.
- Sewer user utility rates have been successfully updated based on the approved 2019 rate study and the annual usage review.
- Annual CIRSA audit has been rescheduled to 4/14 and will be completed virtually. Annual financial audit is still scheduled to begin on 4/24.
- The new Town banners were installed in Old Town along Main Street.
- The Town received three proposals in response to the RFP for completion of the Impact Fee Study. Review is underway.
- Staffing:
 - An offer has been made for a Police Officer. Testing and background checks are underway
 - Delaying the start date of the Records Clerk/Evidence Technician until after the stay-at-home order is lifted; previous employee is still managing workload part time. The SRO and Police Officer positions are posted. Interviews continue.
- Business update:
 - The building permit for the Fedex regional trucking facility was issued. Construction is slated to begin this month.
 - A temporary certificate of occupancy was issued to Rocky Mountain Midstream in the SH 66 Business Park.
 - The Town issued a grading permit to the Iglesia Church to allow them to begin site grading prior to final plat approval.
- Committee / Commissions Meetings:

- The Planning Commission meeting is planned for April 15 at 6:00pm. The meeting will be held virtually via Zoom.
- The Events Committee meeting for April has been canceled.

Planning and Building

- Land use applications for the Waterfront Annexation, St. Acacius Final Plat, Red Barn Final Plat, Gopher RV Park Site Plan and other projects continue to work through the review process.
- Staff conducted pre-application meetings for potential developments including, Kiteley Ranch site (SE corner CR 7/Hwy 66) to facilitate annexation of that property, Agfinity regarding the redevelopment of the site at the northwest corner of 3rd St. and Welker Ave, and Liberty Ranch Townhomes (near intersection of Hwy 66 and CR 7).

Public Works and Engineering

- GRC Consulting of Frederick was the low bidder on the Street Sweeping contract.
- The fire alarm project at the Wastewater Treatment Plant is substantially complete.
- A pre-construction meeting was held for the off-site utility work related to the Fed Ex development.
- Staff attended an informational meeting with Little Thompson Water District regarding a proposed new 24" water transmission line parallel to I-25.
- The roof on Town hall is being repaired for hail damage. The gazebo roof (in Town Park) was replaced earlier this month.

Finance

- Weld County announced a reduction in late payment penalties on property taxes and, on 4/6/2020, the state of Colorado has ordered a 30-day extension on sales tax remittance. Staff is reviewing the impact this and other coronavirus issues will have on the Town's revenue stream.

Community Engagement

- April's Mead Messenger was published on March 31.
- Staff sent out news releases on police staffing and the FedEx project; both releases were picked up by the Longmont Times-Call.
- Recreation coordinator continues navigating and evaluating the likelihood of upcoming youth athletics and events; staff continues to monitor what other municipalities are doing.
- To-go style senior lunch is going well; we've had anywhere between 21-33 seniors each week.

Police Department

- Report Attached



Mead Police Department

Monthly Activity - March, 2020

STAFFING:

Sergeants Ellis, Schreiner, Officers Abuso, Barela, Dixon, Ross and Community Service Officer Trujillo are working patrol.

Officer Chris Mace began training on March 16th.

Officer Coleman is assigned to Mead High School as the SRO.

TRAINING:

Many trainings have been postponed due to staffing levels and the COVID19 crisis.

DUI Intoxilyzer training – Schreiner 3/10, Dixon 3/12

Firearms – March 25 – Schreiner, Ellis, Coleman, Barela, Dixon, Mace

MONTHLY STATS:

Total Calls for Service (CFS) = 374 CAD entries

Traffic Contacts: 40 total, 22 warnings, 16 citations

Crashes: 28 responses

Parking: 10 total, 3 citations, 1 warning and 13 abandoned vehicle complaints

Alarm Calls: 13 responses

NOTABLE CALLS FOR SERVICE:

CRIME – LOCATION – CASE NUMBER - DATE

Assist Other Agency – I-25 / WCR 38 – 20ML00742 – 03/01/2020

Pedestrian contacted in vicinity of TA being worked by CSP. Pedestrian transported to hospital.

Assist Other Agency – I-25 / MM243 – 20ML00744 – 03/01/2020

Assist to WCSO on traffic stop. Transported one of two arrestees to jail.

Crash / Hit and Run – Branding Iron Way / WCR 7 – 20ML00746 – 03/01/2020

Unknown vehicle struck tree and fled the scene. Suspect located and charged with careless driving and leaving the scene of a crash.

Missing Person – I-25 / Hwy 66 – 20ML00747 – 03/01/2020

Distraught female reported as last being seen in this area. Due to weather conditions an immediate BOLO and search were initiated. Subject later arrived at home and search was discontinued.

Vandalism – █████ Hilltop Rd – 20ML00753 – 03/02/2020

Unknown vehicle struck air conditioning unit, after burnout in parking lot.

Theft – WCR 28 / WCR 9.5 – 20ML00757 – 03/02/2020

Work clothes stolen from job site over the weekend.

Theft – █████ Elderberry Ln – 20ML00762 – 03/03/2020

Ski equipment/clothing taken from unlocked vehicle.

Mental Health/Weapons – █████ Mulligan Lake Dr – 20ML00771 – 03/04/2020

Subject reportedly hallucinating and armed with pistol. Subject taken to hospital for evaluation.

Sex Assault – Mead – 20ML00780 – 03/04/2020

Jurisdiction determined to be Weld County, turned over to WCSO.

Sex Assault – Mead – 20ML00784 – 03/04/2020

Adult female reporting assault by known offender. Under investigation.

Mental Health – Hwy 66 / Mead St – 20ML00812 – 03/06/2020

Officers contacted a subject that appeared to be in mental crisis. Subject was taken to hospital for evaluation.

Crash/Warrant – NB I-25 / 245MM – 20ML00816/817 – 03/07/2020

Assisted CSP with this vehicle/pedestrian accident on I-25. Pedestrian at fault, transported to hospital for injuries. Vehicle driver arrested on active warrant (817).

Burglary – █████ Pacific Cir – 20ML00842 – 03/09/2020

Tools, equipment stolen from building under construction.

Crash/Hit and Run – █████ Welker Ave – 20ML00844 – 03/09/2020

Vehicle struck in parking lot by unknown vehicle that left the scene.

Crash – Hwy 66 / WCR 7 – 20ML00845 – 03/09/2020

Two vehicles, non-injury, driver cited for careless driving.

Vandalism – █████ Adams Ave – 20ML00856 – 03/10/2020

Side window of pickup broken out by unknown cause.

Crash – I-25 / WCR 34 – 20ML00880 – 03/11/2020

Occurred on the SB off-ramp from I-25.

Crash w/injuries – WCR 28 / WCR 9.5 – 20ML00883 – 03/11/2020

Crash – Hwy 66 / WCR 3 – 20ML00906 – 03/13/2020

Harassment/Exploitation of Child – Mead – 20ML00910 – 03/13/2020
Attempted luring of child on internet.

Dog Bite – 100 blk Eagle Dr – 20ML00922 – 03/14/2020
Owner cited and dog placed on quarantine.

Crash/Hit and Run – Hwy 66 / Foster Ridge Dr – 20ML00934 – 03/15/2020
Two vehicle, non-injury.

Crash/Hit and Run – Hwy 66 / WCR 7 – 20ML00949 – 03/17/2020
Four vehicles involved. Suspect vehicle described as silver or blue SUV, unknown plate.
Under investigation.

Crash/Hit and Run – ■■■ Welker Ave – 20ML00963 – 03/18/2020
Unknown white truck struck victim's car in parking lot. Under Investigation.

Theft – Mead St Conoco – 20ML00967 – 03/18/2020
Lotto tickets stolen by unknown female.

Crash – Hwy 66 / Colorado Blvd. – 20ML00991 – 03/20/2020
Four vehicles involved with injuries.

Auto Prowls / Thefts – Western Meadows and Mulligan Lake sub-divisions – 20ML00995/996/997
Suspect entered unlocked vehicles and stole tools, etc. Pictures from surveillance video posted to Facebook. Under Investigation.

Found Property – WCR 7 / Willow Way – 20ML01007 – 03/22/2020
Wallet found by resident and turned in to Police.

Assist Other Agency – Platteville – 20ML01011 – 03/22/2020
Assisted Platteville and Fort Lupton PDs with arrest.

Auto Prowl – 200 blk 6th Street – 20ML01015 – 03/23/2020
Vehicle entered, unknown if items taken.

Criminal Mischief – Hwy 66 / Colorado Blvd. – 20ML01019 – 03/23/2020
Damage to phone/internet box on southwest corner.

Found Property – 300 Blk of 5th Street – 20ML01020 – 03/23/2020
Black zipper bag found on the back of a pickup. Unable to locate owner.

Aggravated Motor Vehicle Theft / DV – Hwy 66 / WCR 17 – 20ML01026 – 03/23/2020
Suspect stole victim's car and left victim on side of the road. Suspect in custody.

Auto Prowl – 200 blk 6th Street – 20ML01031 – 03/24/2020
Unlocked vehicle entered and items taken.

Fraud – Mead – 20ML01032 – 03/24/2020

Fraudulent charges on credit card reported.

Crash – I-25 / Hwy 66 – 20ML1046 – 03/25/2020

Single vehicle crash on the off-ramp. Driver cited for careless driving.

Auto Prowl – 100 blk 6th Street – 20ML01055 – 03/25/2020

Unlocked vehicle entered, unknown if anything taken.

Crash – 400 blk 7th Street – 20ML01061 – 03/26/2020

Single vehicle crash. Driver cited for careless driving.

Harassment DV – ██████ blk Homestead Drive – 20ML01067 – 03/26/2020

Suspect arrested for harassment and domestic violence.

Lost Property – WCR 9 ½ / Mulligan Drive – 20ML01104 – 03/30/2020

Rigid locator fell off the back of victim's truck and was picked up by unknown suspect.

Hit and Run Crash – I-25 NB mm243 – 20ML01106 – 03/30/2020

Two vehicle crash, suspect vehicle, white Honda Civic, left the scene.



Agenda Item Summary

MEETING DATE: April 13, 2020

SUBJECT: New Liquor License Application – Brew Pub

APPLICANT: Knuckle Puck Brewery LLC

PRESENTED BY: Mary Strutt, Town Clerk / Treasurer

SUMMARY

I. BACKGROUND

On February 19, 2020 the Town Clerk received an application from the above-referenced Applicant for a New **Brew Pub Liquor License** to be located at **13782 E. I-25 Frontage Rd., Unit B-1**. This facility will manufacture malt liquors (beer). In addition, this license type also allows the sale of alcohol beverages for consumption on premises, sales of their beer to wholesalers and to the public in sealed containers. Hours of operation are expected to be Tuesday through Friday 4:00 p.m. – 9:00 p.m. Saturday and Sunday 1:00 p.m. – 9:00 p.m. The applicant will have food available in an effort to comply with C.R.S. § 44-3-417(4).

Applicant has submitted all required documentation, completed all fingerprinting, and background check requirements have been reviewed and approved by the Mead Police Department.

The property is currently under construction. The applicant has filed this application in accordance with Mead Municipal Code Section 6-3-290, which allows for the review and approval of a building which is not in existence. The license will not be issued until after an occupancy permit has been issued and staff has conducted an on-site inspection of the premises. The Applicant has opted to apply to the State for a Concurrent Review and all supporting documentation and fees were sent to the State on by the applicant in November, 2019. The Concurrent Review is an expedited review of the liquor license application by the State for an additional fee.

This application requires a public hearing to consider the reasonable requirements of the neighborhood (which is the boundaries of the Town) for the brew pub license, the desires of the adult inhabitants, the number, type, and availability of alcohol beverage outlets located in or near the designated neighborhood, and other pertinent matters affecting the qualifications of the applicant. The Public Hearing notice was posted at the location on April 1, 2020 and published in Longmont Times Call on April 3, 2020. Applicant has submitted a petition to the Mead

Liquor Licensing Authority with 20 verified adult resident signatures and 2 business manager signatures from within the designated neighborhood that support the application. The Clerk's Office has not received any objections to this new application to date.

II. RESULTS OF APPLICATION INVESTIGATION

- A. Application received: February 19, 2020
- B. Posting of Notice at Location: confirmed
- C. Fees, Licenses, and Municipal Zoning Code Compliance: confirmed
- D. Ownership of Licensed Premises (must be owned or leased in name of Applicant):
Leased
- E. Building in which the liquor is to be sold is NOT located within five hundred (500) feet of any public or parochial school or the principal campus of any college, university or seminary: confirmed
- F. Attachments:
 - a. Application
 - b. Lease Agreement
 - c. Diagram of Proposed Premises
 - d. Affidavit of Publication and proof of posting notice at the location
 - e. Certificate of Good Standing for Applicant
 - f. All other items required by Section Sec. 6-3-140 of the Mead Municipal Code.

III. STAFF RECOMMENDATION TO AUTHORITY

Based upon the information provided above and in the related attachments, staff:

Finds that Applicant has complied with all criteria for a New Brew Pub Liquor License and recommends that the Mead Liquor License Authority approve Applicant's application for a New Brew Pub Liquor License that is the subject of the application.

Other recommendations: Staff further recommends that the Liquor Licensing Authority impose the following conditions of approval:

1. Certificate of Occupancy must be issued for the premises
2. Satisfactory staff inspection of the premises

Recommended Motion:

I MOVE TO APPROVE THE APPLICATION OF **KNUCKLE PUCK BREWING LLC** FOR A NEW BREW PUB LIQUOR LICENSE BASED ON THE FINDINGS SET FORTH IN THE STAFF REPORT FOR THE APRIL 13, 2020 MEETING AND BASED ON THE FOLLOWING ADDITIONAL FINDINGS:

- THAT APPLICANT IS OF GOOD MORAL CHARACTER AND NOT PROHIBITED AS A LICENSEE;
- THAT THE PREMISES AND THEIR LOCATION ARE SUITABLE BASED ON A REVIEW OF THE PLANS SUBMITTED; AND
- THAT THE PETITION SUBMITTED BY APPLICANT, ALONG WITH TESTIMONY RECEIVED AT THE PUBLIC HEARING, INDICATE THAT EXISTING OUTLETS ARE INADEQUATE TO SERVE THE THIRST NEEDS OF THE NEIGHBORHOOD AND THAT THERE IS A NEED AND DESIRE FOR AN

ADDITIONAL BREW PUB AS MEASURED BY THE REASONABLE REQUIREMENTS OF THE NEIGHBORHOOD.

I FURTHER MOVE THAT THIS APPROVAL IS CONDITIONED UPON THE FOLLOWING:

1. APPLICANT RECEIVING A CERTIFICATE OF OCCUPANCY FOR THE PREMISES WITHIN ONE YEAR OF THE DATE OF THIS APPROVAL;
2. A DETERMINATION UPON INSPECTION BY TOWN STAFF THAT THE BUILDING COMPLIES WITH THE ARCHITECT'S DRAWING, PLOT PLAN, AND DETAILED INTERIOR SKETCH SUBMITTED WITH THE APPLICATION.

I FURTHER MOVE TO DIRECT TOWN STAFF TO NOTIFY THE STATE OF COLORADO LIQUOR ENFORCEMENT DIVISION OF THIS APPROVAL.

ATTACHMENTS

Application

Lease Agreement

Diagram of Proposed Premises

Affidavit of Publication

Certificate of Good Standing for Applicant

All other items required by Section Sec. 6-3-140 of the Mead Municipal Code.

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit:** www.colorado.gov/enforcement/liquor for more information

Items submitted, please check all appropriate boxes completed or documents submitted

I. Applicant information

- A. Applicant/Licensee identified
- B. State sales tax license number listed or applied for at time of application *one for each DBA?*
- C. License type or other transaction identified
- D. Return originals to local authority (additional items may be required by the local licensing authority)
- E. All sections of the application need to be completed

II. Diagram of the premises

- A. No larger than 8 1/2" X 11" *- E-mail digital?*
- B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.)
- C. Separate diagram for each floor (if multiple levels)
- D. Kitchen identified if Hotel and Restaurant
- E. Bold/Outlined Licensed Premises

III. Proof of property possession (One Year Needed)

- A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk
- B. Lease in the name of the applicant (or) (matching question #2)
- C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant
- D. Other agreement if not deed or lease. (matching question #2)

IV. Background information (DR 8404-I) and financial documents

- A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members)
- B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. **Do not complete fingerprint cards prior to submitting your application.**
The Vendors are as follows:
IdentoGO – <https://uenroll.identogo.com/>
Phone: 844-539-5539 (toll-free)
IdentoGO FAQs: <https://www.colorado.gov/pacific/cbi/identification-faqs>
Colorado Fingerprinting – <http://www.coloradofingerprinting.com>
Appointment Scheduling Website: <http://www.coloradofingerprinting.com/cabs/>
Phone: 720-292-2722 Toll Free: 833-224-2227
- C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license
- D. List of all notes and loans (Copies to also be attached)

V. Sole proprietor/husband and wife partnership (if applicable)

- A. Form DR 4679
- B. Copy of State issued Driver's License or Colorado Identification Card for each applicant

VI. Corporate applicant information (if applicable)

- A. Certificate of Incorporation
- B. Certificate of Good Standing
- C. Certificate of Authorization if foreign corporation (out of state applicants only)

VII. Partnership applicant information (if applicable)

- A. Partnership Agreement (general or limited).
- B. Certificate of Good Standing

VIII. Limited Liability Company applicant information (if applicable)

- A. Copy of articles of organization
- B. Certificate of Good Standing
- C. Copy of Operating Agreement (if applicable)
- D. Certificate of Authority if foreign LLC (out of state applicants only)

IX. Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application

- A. \$75.00 fee
- B. Individual History Record (DR 8404-I)
- C. If owner is managing, no fee required

Name Brewing Knuckle Puck Kombucha		Type of License Brew Pub (City)	Account Number	
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?				Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):				
a. Been denied an alcohol beverage license?				<input type="checkbox"/> <input checked="" type="checkbox"/>
b. Had an alcohol beverage license suspended or revoked?				<input type="checkbox"/> <input checked="" type="checkbox"/>
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?				<input type="checkbox"/> <input checked="" type="checkbox"/>
If you answered yes to 8a, b or c, explain in detail on a separate sheet.				
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.				<input type="checkbox"/> <input checked="" type="checkbox"/>
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?				<input type="checkbox"/> <input checked="" type="checkbox"/>
Waiver by local ordinance? <input type="checkbox"/> <input type="checkbox"/>				
Other: _____				
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.				<input type="checkbox"/> <input checked="" type="checkbox"/>
N/A				
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.				<input type="checkbox"/> <input checked="" type="checkbox"/>
N/A				
13 a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?				<input type="checkbox"/> <input checked="" type="checkbox"/>
N/A				
13 b. Are you a Colorado resident?				<input checked="" type="checkbox"/> <input type="checkbox"/>
N/A				
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current financial interest in said business including any loans to or from a licensee.				<input type="checkbox"/> <input checked="" type="checkbox"/>
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement?				<input checked="" type="checkbox"/> <input type="checkbox"/>
<input checked="" type="checkbox"/> Ownership <input type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____				
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:				
Landlord N/A		Tenant SUE		Expires
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.				<input type="checkbox"/> <input type="checkbox"/>
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".				
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.				
Last Name N/A		First Name		Date of Birth
Last Name N/A		First Name		Date of Birth
		FEIN or SSN		Interest/Percentage
		FEIN or SSN		Interest/Percentage
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.				
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?				<input type="checkbox"/> <input checked="" type="checkbox"/>
N/A				
Number of additional Optional Premise areas requested. (See license fee chart)				<input type="checkbox"/>
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.				
N/A				
19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:				
a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise?				<input type="checkbox"/> <input checked="" type="checkbox"/>
N/A				
If "yes" a copy of license must be attached.				

Name <i>Knuckle Puck Brewing</i>	Type of License <i>Brew Pub</i>	Account Number		
20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation				
a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?		<input type="checkbox"/> <input type="checkbox"/>		
c. How long has the club been incorporated?		<input type="checkbox"/> <input type="checkbox"/>		
d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?		<input type="checkbox"/> <input type="checkbox"/>		
21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:				
a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)		<input type="checkbox"/> <input checked="" type="checkbox"/>		
22. Campus Liquor Complex applicants answer the following:				
a. Is the applicant an institution of higher education? <i>N/A</i>		Yes No <input type="checkbox"/> <input type="checkbox"/>		
b. Is the applicant a person who contracts with the institution of higher education to provide food services? If "yes" please provide a copy of the contract with the institution of higher education to provide food services.		<input type="checkbox"/> <input type="checkbox"/>		
23. For all on-premises applicants.				
a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.				
b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit a Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager <i>Gifford</i>		First Name of Manager <i>Cassie Tanner</i>		
24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.				
		<input type="checkbox"/> <input checked="" type="checkbox"/>		
25. Related Facility - Campus Liquor Complex applicants answer the following:				
a. Is the related facility located within the boundaries of the Campus Liquor Complex? <i>N/A</i>		Yes No <input type="checkbox"/> <input type="checkbox"/>		
If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.				
b. Designated Manager for Related Facility- Campus Liquor Complex				
Last Name of Manager		First Name of Manager		
26. Tax Information.				
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?		Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>		
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.				
Name <i>Cassie Gifford</i>	Home Address, City & State <i>2724 bounding Iron way med co</i>	DOB <i>5/6/86</i>	Position <i>Owner</i>	%Owned <i>51</i>
Name <i>Tanner Gifford</i>	Home Address, City & State <i>()</i>	DOB <i>8/30/85</i>	Position <i>Owner</i>	%Owned <i>49</i>
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: <input type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.				


Tax Check Authorization, Waiver, and Request to Release Information

I, Cassie Gifford am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Knuckle Puck Brewery (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.


The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and its duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>Knuckle Puck Brewery</u>		Social Security Number/Tax Identification Number <u>81-4861802</u>	
Address <u>2724 Branding Iron way</u>			
City <u>mead</u>		State <u>CO</u>	Zip <u>80542</u>
Home Phone Number <u>785-6410-7962</u>		Business/Work Phone Number <u>same</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Cassie Gifford</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed <u>12-2-19</u>

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

Name Rumckle Pub Brewery	Type of License Brew Pub	Account Number
Oath Of Applicant		
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.		
Authorized Signature 	Printed Name and Title Cassie Gifford Owner	Date 11/4/19
Report and Approval of Local Licensing Authority (City/County)		
Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)	
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:		
<input type="checkbox"/> Fingerprinted <input type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants		
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license		
(Check One)		
<input type="checkbox"/> Date of inspection or anticipated date _____ <input type="checkbox"/> Will conduct inspection upon approval of state licensing authority		
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000?	Yes	No
<input type="checkbox"/> Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000?	<input type="checkbox"/>	<input type="checkbox"/>
NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		
<input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?	<input type="checkbox"/>	<input type="checkbox"/>
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.		
Local Licensing Authority for	Telephone Number	<input type="checkbox"/> Town, City <input type="checkbox"/> County
Signature	Print	Title
Signature	Print	Title
		Date
		Date

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 30th day of January, 2020

BETWEEN:

Knuckle Puck Enterprises of 2724 Branding Iron Way Mead, Co 80542

Telephone: (785) 640-7962 Fax: _____

(the "Landlord")

OF THE FIRST PART

- AND -

Knuckle Puck Brewing LLC of 2724 Branding Iron Way Mead, Co 80542

Telephone: (785) 640-7962

(the "Tenant")

OF THE SECOND PART

- AND -

Tanner and Cassie Gifford of 2724 Branding Iron Way Mead, Co 80542

Telephone: (785) 640-7962 Fax: _____

(the "Guarantor")

OF THE THIRD PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:
 - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;

- b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 13790 E i 25 Frontage Road Unit 1B Longmont Co, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
- c. "Common Areas and Facilities" mean:
 - i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and
 - ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;
- d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;
- e. "Premises" means the building at 13790 E i 25 Frontage Road Unit 1B Longmont Co.
- f. "Rent" means the total of Base Rent and Additional Rent.

Intent of Lease

- 2. It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a gross rent basis meaning the Tenant will pay the Base Rent and any Additional Rent and the Landlord will be responsible for all other service charges related to the Premises and the operation of the Building save as specifically provided in this Lease to the contrary.

Leased Premises

3. The Landlord agrees to rent to the Tenant the building municipally described as 13790 E i 25 Frontage Road Unit 1B Longmont Co, (the "Premises").
The Premises will be used for only the following permitted use (the "Permitted Use"):
Production of Beer and Kombucha with retail sales front.
4. While the Tenant, or an assignee or subtenant approved by the Landlord, is using and occupying the Premises for the Permitted Use and is not in default under the Lease, the Landlord agrees not to Lease space in the Building to any tenant who will be conducting in such premises as its principal business, the services of: Production of Beer and Kombucha with retail sales front.

Term

5. The term of the Lease commences at 12:00 noon on January 30, 2020 and ends at 12:00 noon on January 30, 2045 (the "Term").
6. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party.

Rent

7. Subject to the provisions of this Lease, the Tenant will pay a base rent of \$0.00, payable per month, for the Premises (the "Base Rent"), without setoff, abatement or deduction. In addition to the Base Rent, the Tenant will pay for any fees or taxes arising from the Tenant's business.
8. The Tenant will pay the Base Rent on or before the _____ of each and every month of the Term to the Landlord.
9. No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.

Guarantees

10. The Guarantor guarantees to the Landlord that the Tenant will comply with the Tenant's obligations under this Lease and agrees to compensate the Landlord in full on demand for all liability resulting from any failure by the Tenant to comply with any of the Tenant's obligations under this Lease.

11. The Guarantor's obligations remain fully effective even if this Lease is disclaimed, the Landlord gives the Tenant extra time to comply with any obligation, the Landlord previously waives a default of the Tenant under this Lease, or the Landlord does not insist on strict compliance with the Lease's terms.

Use and Occupation

12. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the Term and throughout the Term, and will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.
13. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, state, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

Option to Purchase

14. Provided the Tenant is not currently in default in the performance of any term of this Lease, the Tenant will have the option to purchase (the "Option") the Premises for \$0.00 (the "Purchase Price"). The Landlord and Tenant will each select their own appraiser. If this option has been exercised, the Parties to this Lease may enter into a separate agreement to purchase the Premises. This agreement will incorporate all the key points provided in this option.
15. In consideration for the Landlord granting the Tenant this Option, the Tenant will pay the Landlord the sum of \$0.00 (the "Option Fee") during the execution of the Lease.
16. This Option may be exercised at any time after January 30, 2020 and prior to the end of the original term of this Lease. Upon expiration of the Option, the Landlord will be released from all obligations to sell the Premises to the Tenant. If the Tenant does not exercise the Option prior to its expiration, the Option Fee and all rents and other charges paid under this Lease will be retained by the Landlord, and neither party will have any further rights or claims against each other concerning the Option. In the event the Option is exercised, the Option Fee paid by the Tenant to the Landlord will be credited towards the total of the Purchase Price.
17. The Option will be exercised by mailing or delivering written notice to the Landlord prior to the expiration of this Option. Notice, if mailed will be by certified mail, postage prepaid, to the Landlord at the following address: Knuckle Puck Enterprises 2724 Branding Iron Way Mead, Co 80542 (785) 640-7962 _____ and will be deemed to have been given on the date shown on

the postmark of the envelope in which such notice is mailed.

18. The Tenant may not assign any rights under this Option separately from all of the Tenant's other rights under this Lease. No assignment may be made without the Landlord's prior written consent.
19. The Landlord warrants to the Tenant that the Landlord is the legal owner of the Premises and has the legal right to sell the Premises under the terms and conditions of this Lease.
20. If the Option is exercised, the following provisions will be applicable:
 - a. The Tenant will take title to the Premises subject to any of the following exceptions (the "Permitted Exceptions"):
 - i. real estate taxes not yet due at the time of closing;
 - ii. covenants, conditions, zoning laws and ordinances, reservations, rights, public and private easements then on record, if any; and
 - iii. liens or encumbrances involving an ascertainable amount that will be paid off or removed by the Landlord upon the closing of this purchase.
 - b. Unless otherwise extended by other terms of this Lease, the closing will be held within the latter of from exercise of the Option or the removal of any exceptions, outside of the Permitted Exceptions, to the title by the Landlord.
 - c. Rents, real estate taxes and other expenses of the Premises will be prorated as of the date of the closing date. Security deposits, advance rentals or considerations involving future lease credits will be credited to the Tenant.
 - d. The Parties acknowledge that the availability of financing and purchase costs cannot be guaranteed. The Parties agree that these items will not be conditions of performance of this Lease or this Option and the Parties agree they have not relied upon any other representations or warranties by brokers, sellers or any other parties which are not set out in this Lease.
 - e. No later than 30 days from the exercise of this Option, the Landlord will provide the Tenant the following documents (the "Seller Disclosure"):
 - i. a property condition disclosure, signed and dated by the Landlord;
 - ii. a commitment for the policy of title insurance; and
 - iii. written notice of any claims and/or conditions known to the Landlord relating to environmental problems or building or zoning code violations.
 - f. The Tenant has 45 days from the date of receipt of the Seller Disclosure to examine the title to the Premises and to report, in writing, any valid objections. Any exceptions to the title which

would be disclosed by examination of the records will be deemed to have been accepted unless reported in writing within 45 days. If the Tenant objects to any exceptions to the title, the Landlord will use all due diligence to remove such exceptions at the Landlord's own expense within 60 days. But if such exceptions cannot be removed within the 60 days allowed, all rights and obligations under this Option may, at the election of the Tenant, terminate and end unless the Tenant elects to purchase the Premises subject to such exceptions.

- g. Upon the completion of the closing, all rights and obligations under the Lease (other than the Option) will cease to exist and the Parties will have no further rights or claims against each other concerning the Lease.

Quiet Enjoyment

- 21. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Distress

- 22. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

Overholding

- 23. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the Term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

Additional Rights on Reentry

- 24. If the Landlord reenters the Premises or terminates this Lease, then:

- a. notwithstanding any such termination or the Term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;
- b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;
- c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;
- d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;
- e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the Term remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;
- f. after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;
- g. after reentry, the Landlord may terminate the Lease on giving 5 days' written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;
- h. the Tenant will pay to the Landlord on demand:
 - i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;

- ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and
- iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the Term had it not been terminated, at the option of the Landlord, either:
 - i. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the Term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or
 - ii. an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

Renewal of Lease

25. Upon giving written notice no later than 60 days before the expiration of the Term, the Tenant may renew this Lease for an additional term. All terms of the renewed lease will be the same except for any signing incentives/inducements and this renewal clause.

Tenant Improvements

26. The Tenant will obtain written permission from the Landlord before doing any of the following:
- a. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;
 - b. removing or adding walls, or performing any structural alterations;
 - c. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
 - d. subject to this Lease, placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose;

- e. affixing to or erecting upon or near the Premises any radio or TV antenna or tower, or satellite dish; or
- f. installing or affixing upon or near the Premises any plant, equipment, machinery or apparatus without the Landlord's prior consent.

Utilities and Other Costs

27. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: electricity, natural gas, water, sewer, internet and cable.

Insurance

28. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's policy of insurance.

Abandonment

29. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired Term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired Term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

Governing Law

30. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in

accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Colorado, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

31. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Colorado (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Assignment and Subletting

32. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Bulk Sale

33. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

Care and Use of Premises

34. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
35. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
36. The Tenant will not engage in any illegal trade or activity on or about the Premises.
37. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

Surrender of Premises

38. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Hazardous Materials

39. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

40. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

General Provisions

41. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
42. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
43. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.
44. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
45. Time is of the essence in this Lease.
46. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 30th day of January, 2020.

Knuckle Puck Enterprises (Landlord)

(Witness)

Per: _____ (SEAL)

Knuckle Puck Brewing LLC (Tenant)

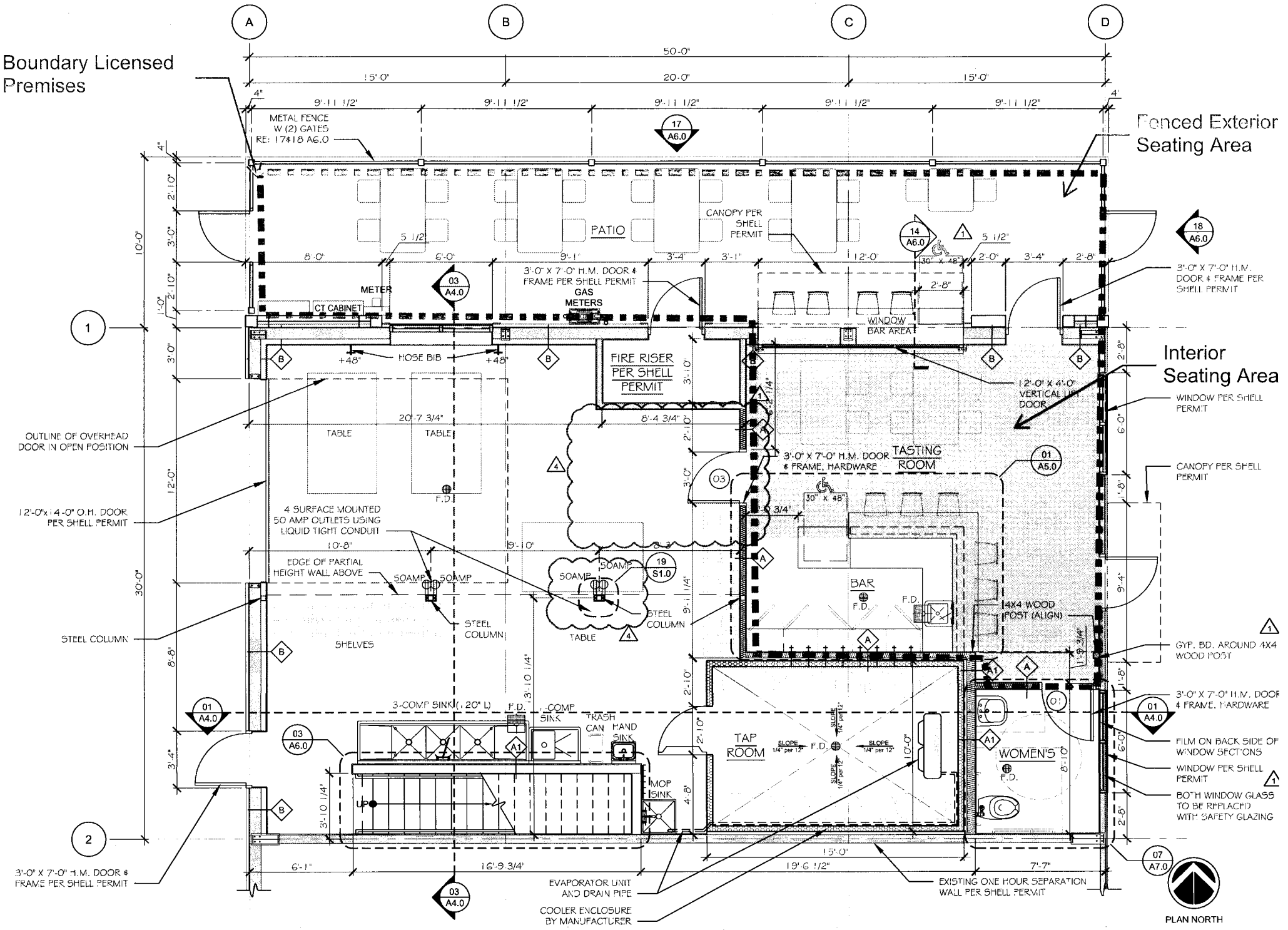
(Witness)

Per: _____ (SEAL)

(Witness)

Tanner and Cassie Gifford (Guarantor/Surety)

Boundary Licensed Premises

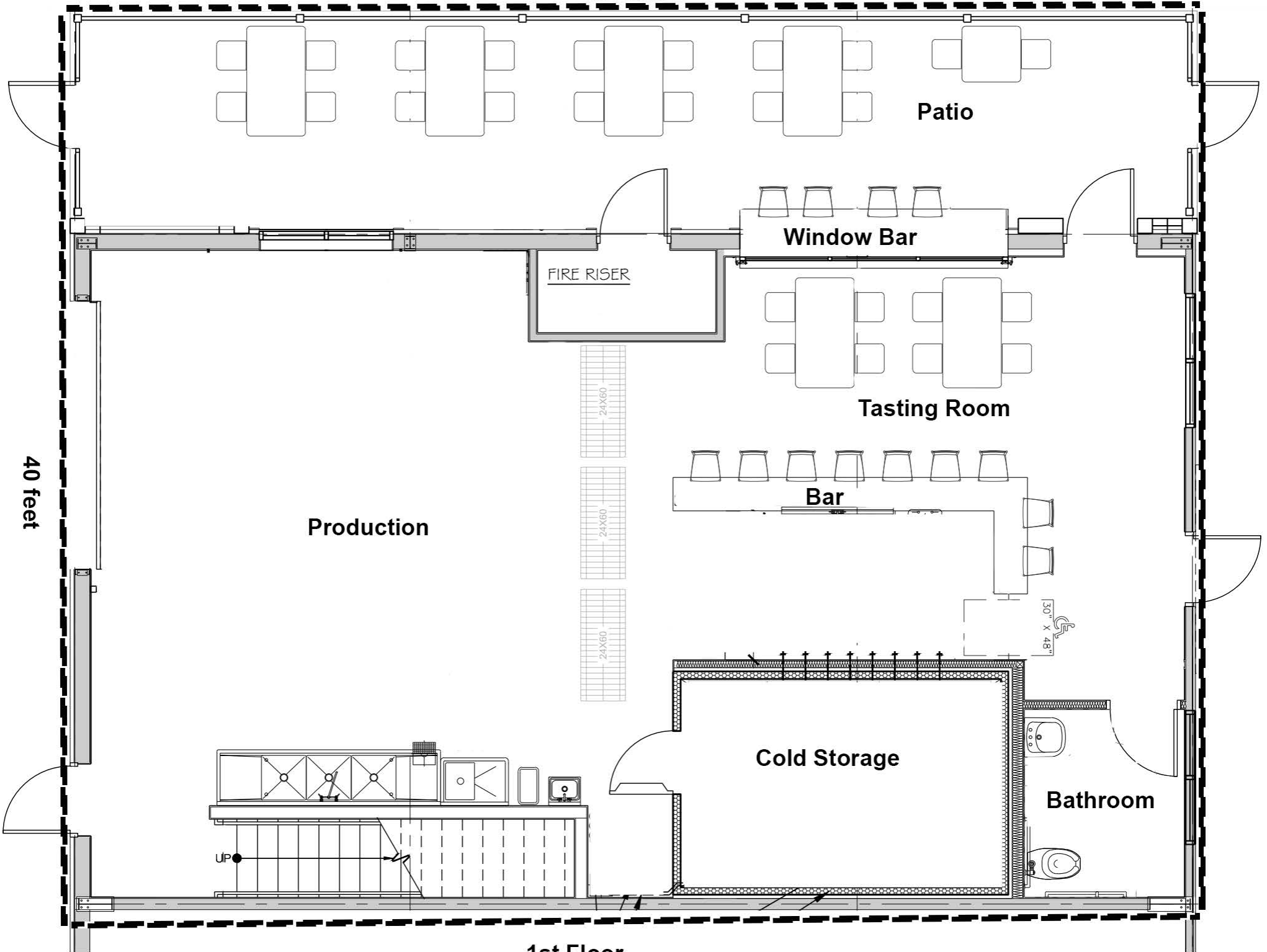


Fenced Exterior Seating Area

Interior Seating Area

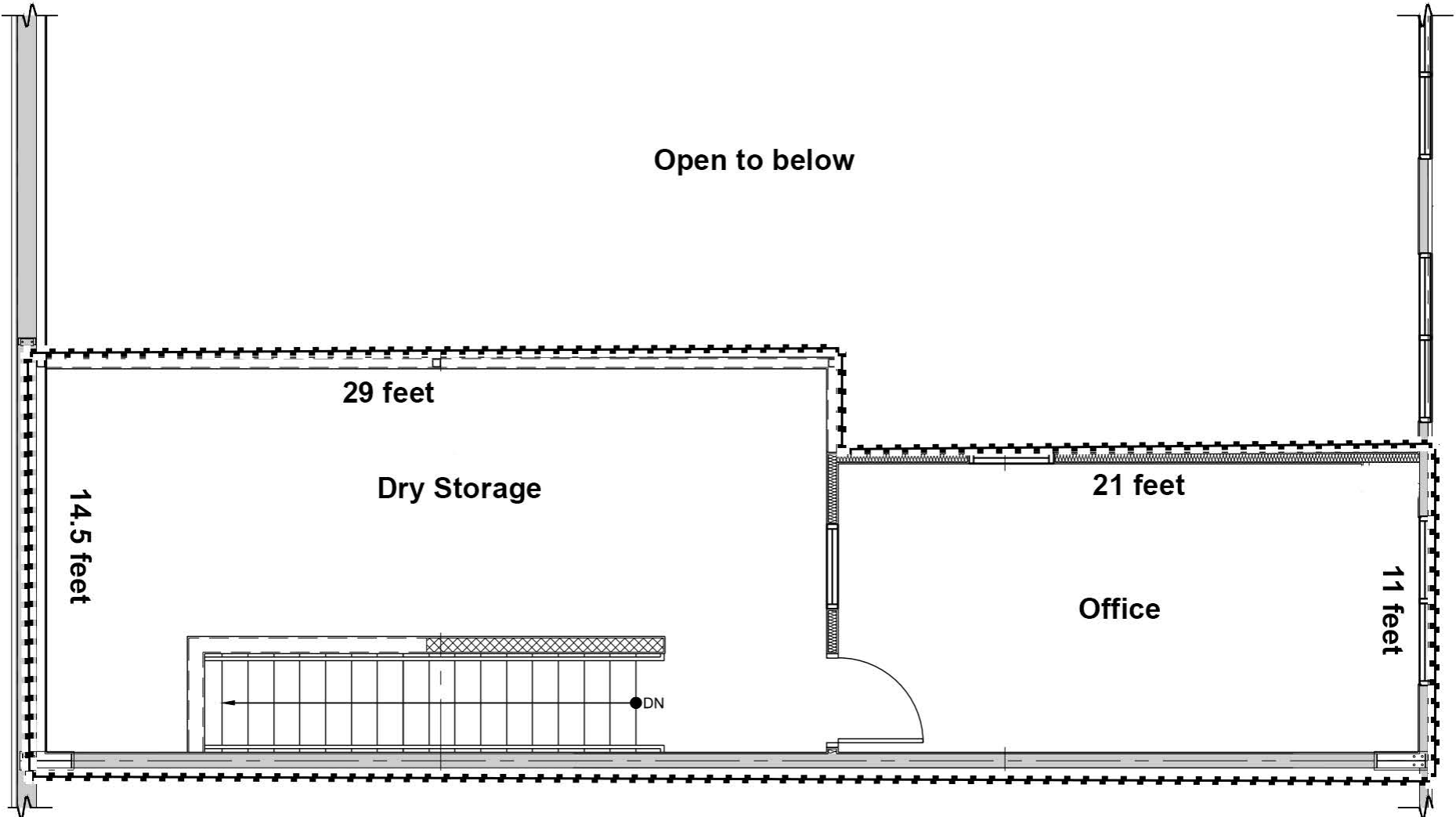
50 feet

40 feet



1st Floor

Open to below



29 feet

Dry Storage

14.5 feet

21 feet

Office

11 feet

DN

2nd Floor

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Knuckle Puck Brewing LLC

is a

Limited Liability Company

formed or registered on 01/04/2017 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20171012896 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 12/30/2019 that have been posted, and by documents delivered to this office electronically through 12/31/2019 @ 10:49:12 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 12/31/2019 @ 10:49:12 in accordance with applicable law. This certificate is assigned Confirmation Number 11988836 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Date of this notice: 01-05-2017

Employer Identification Number:
81-4861802

Form: SS-4

Number of this notice: CP 575 B

KNUCKLE PUCK BREWING LLC
CASSIE GIFFORD MBR
2724 BRANDING IRON WAY
MEAD, CO 80542

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 81-4861802. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065

03/15/2018

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

OPERATING AGREEMENT
of
Knuckle Puck Brewing LLC

This Operating Agreement (the "Agreement") made and entered into this _____ day of _____, _____ (the "Execution Date"),

BETWEEN:

Tanner Gifford of 2724 Branding Iron Way Mead, Co 80542, and
Cassie Gifford of 2724 Branding Iron Way Mead, Co 80542

(individually the "Member" and collectively the "Members").

BACKGROUND:

- A. The Members wish to associate themselves as members of a limited liability company.
- B. The terms and conditions of this Agreement will govern the Members within the limited liability company.

IN CONSIDERATION OF and as a condition of the Members entering into this Agreement and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Members agree as follows:

Formation

- 1. By this Agreement, the Members form a Limited Liability Company (the "Company") in accordance with the laws of the State of Colorado. The rights and obligations of the Members will be as stated in the Colorado Limited Liability Company Act (the "Act") except as otherwise provided in this agreement.

Name

- 2. The name of the Company will be Knuckle Puck Brewing LLC.

Purpose

3. Production and sales of small batch Kombucha and Beer.

Term

4. The Company will continue until terminated as provided in this Agreement or may dissolve under conditions provided in the Act.

Place of Business

5. The Principal Office of the Company will be located at 2724 Branding Iron Way Mead Co 80542 or such other place as the Members may from time to time designate.

Capital Contributions

6. The following is a list of all Members and their Initial Contributions to the Company. Each of the Members agree to make their Initial Contributions to the Company in full, according to the following terms:

Member	Contribution Description	Value of Contribution
Tanner Gifford	49%	\$0.00
Cassie Gifford	51%	\$0.00

Allocation of Profits/Losses

7. Subject to the other provisions of this Agreement, the Net Profits or Losses, for both accounting and tax purposes, will accrue to and be borne by the Members in equal proportions.
8. Each Member will receive an equal share of any Distribution.
9. No Member will have priority over any other Member for the distribution of Net Profits or Losses.

Nature of Interest

10. A Member's Interest in the Company will be considered personal property.

Withdrawal of Contribution

11. No Member will withdraw any portion of their Capital Contribution without the unanimous consent of the other Members.

Liability for Contribution

12. A Member's obligation to make their required Capital Contribution can only be compromised or released with the consent of all remaining Members or as otherwise provided in this Agreement. If a Member does not make the Capital Contribution when it is due, he is obligated at the option of any remaining Members to contribute cash equal to the agreed value of the Capital Contribution. This option is in addition to and not in lieu of any others rights, including the right to specific performance that the Company may have against the Member.

Additional Contributions

13. Capital Contributions may be amended from time to time, according to the business needs of the Company. However, if additional capital is determined to be required and an individual Member is unwilling or unable to meet the additional contribution requirement within a reasonable period, the remaining Members may contribute in proportion to their existing Capital Contributions to resolve the amount in default. In such case, the allocation of Net Profits or Losses and the distribution of assets on dissociation or dissolution will be adjusted accordingly.
14. Any advance of money to the Company by any Member in excess of the amounts provided for in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the Capital Contribution of the Member. This liability will be repaid with interest at such rates and times to be determined by a majority of the Members. This liability will not entitle the lending Member to any increased share of the Company's profits nor to a greater voting power. Repayment of such debts will have priority over any other payments to Members.

Capital Accounts

15. An individual capital account (the "Capital Account") will be maintained for each Member and their Initial Contributions will be credited to this account. Any Additional Contributions made by any Member will be credited to that Member's individual Capital Account.

Interest on Capital

16. No borrowing charge or loan interest will be due or payable to any Member on their agreed Capital Contribution inclusive of any agreed Additional Contributions.

Management

17. Management of this Company is vested in the Members.

Authority to Bind Company

18. Any Member has the authority to bind the Company in contract.

Duty of Loyalty

19. Any Member may invest in or engage in any business of any type, including without limitation, a business that is similar to the business of the Company whether or not in direct competition with the Company and whether or not within the established or contemplated market regions of the Company. Neither the Company nor any Member will have any right to that opportunity or any income derived from that opportunity.

Duty to Devote Time

20. Each Member will devote such time and attention to the business of the Company as the majority of the Members will from time to time reasonably determine for the conduct of the Company's business.

Member Meetings

21. A meeting may be called by any Member providing that reasonable notice has been given to the other Members.
22. Regular meetings of the Members will be held only as required.

Voting

23. Each Member will be entitled to cast votes on any matter based upon the proportion of that Member's Capital Contributions in the Company.

Admission of New Members

24. No new Members may be admitted into the Company.

Voluntary Withdrawal of a Member

25. A Member may not withdraw from the Company without the unanimous consent of the remaining Members. Any such unauthorized withdrawal will be considered a wrongful dissociation and a breach of this Agreement. In the event of any such wrongful dissociation, the withdrawing Member will be liable to the remaining Members for any damages incurred by the remaining Members including but not limited to the loss of future earnings.
26. The voluntary withdrawal of a Member will have no effect upon the continuance of the Company.
27. It remains incumbent on the withdrawing Member to exercise this dissociation in good faith and to minimize any present or future harm done to the remaining Members as a result of the withdrawal.

Involuntary Withdrawal of a Member

28. Events leading to the involuntary withdrawal of a Member from the Company will include but not be limited to: death of a Member; Member mental incapacity; Member disability preventing reasonable participation in the Company; Member incompetence; breach of fiduciary duties by a Member; criminal conviction of a Member; Operation of Law against a Member or a legal judgment against a Member that can reasonably be expected to bring the business or societal reputation of the Company into disrepute. Expulsion of a Member can also occur on application by the Company or another Member, where it has been judicially determined that the Member: has engaged in wrongful conduct that adversely and materially affected the Company's business; has willfully or persistently committed a material breach of this Agreement or of a duty owed to the Company or to the other Members; or has engaged in conduct relating to the Company's business that makes it not reasonably practicable to carry on the business with the Member.
29. The involuntary withdrawal of a Member will have no effect upon the continuance of the Company.

Dissociation of a Member

30. In the event of either a voluntary or involuntary withdrawal of a Member, if the remaining Members elect to purchase the interest of the withdrawing Member, the remaining Members will serve written notice of such election, including the purchase price and method and schedule of payment for the withdrawing Member's Interests, upon the withdrawing Member, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the affected Member. The purchase amount of any buyout of a Member's Interests will be determined as set out in the Valuation of Interest section of this Agreement.
31. Valuation and distribution will be determined as described in the Valuation of Interest section of this Agreement.
32. The remaining Members retain the right to seek damages from a dissociated Member where the dissociation resulted from a malicious or criminal act by the dissociated Member or where the dissociated Member had breached their fiduciary duty to the Company or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Company or to the reputation of the Company.
33. A dissociated Member will only have liability for Company obligations that were incurred during their time as a Member. On dissociation of a Member, the Company will prepare, file, serve, and publish all notices required by law to protect the dissociated Member from liability for future Company obligations.
34. Where the remaining Members have purchased the interest of a dissociated Member, the purchase amount will be paid in full, but without interest, within 90 days of the date of withdrawal. The Company will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Company.

Right of First Purchase

35. In the event that a Member's Interest in the Company is or will be sold, due to any reason, the remaining Members will have a right of first purchase of that Member's Interest. The value of that interest in the Company will be the lower of the value set out in the Valuation of Interest section of this Agreement and any third party offer that the Member wishes to accept.

Assignment of Interest

36. In the event that a Member's interest in the company is transferred or assigned as the result of a court order or Operation of Law, the trustee in bankruptcy or other person acquiring that Member's Interests in the Company will only acquire that Member's economic rights and interests and will not acquire any other rights of that Member or be admitted as a Member of the Company or have the right to exercise any management or voting interests.

Valuation of Interest

37. In the event of a dissociation or the dissolution of the Company, each Member will have an equal financial interest in the Company.
38. In the absence of a written agreement setting a value, the value of the Company will be based on the fair market value appraisal of all Company assets (less liabilities) determined in accordance with generally accepted accounting principles (GAAP). This appraisal will be conducted by an independent accounting firm agreed to by all Members. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Members. The intent of this section is to ensure the survival of the Company despite the withdrawal of any individual Member.
39. No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Company books immediately prior to valuation.

Dissolution

40. The Company may be dissolved by a unanimous vote of the Members. The Company will also be dissolved on the occurrence of events specified in the Act.
41. Upon Dissolution of the Company and liquidation of Company property, and after payment of all selling costs and expenses, the liquidator will distribute the Company assets to the following groups according to the following order of priority:
- a. in satisfaction of liabilities to creditors except Company obligations to current Members;
 - b. in satisfaction of Company debt obligations to current Members; and then

- c. to the Members based on Member financial interest, as set out in the Valuation of Interest section of this Agreement.

Records

- 42. The Company will at all times maintain accurate records of the following:
 - a. Information regarding the status of the business and the financial condition of the Company.
 - b. A copy of the Company federal, state, and local income taxes for each year, promptly after becoming available.
 - c. Name and last known business, residential, or mailing address of each Member, as well as the date that person became a Member.
 - d. A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed.
 - e. The cash, property, and services contributed to the Company by each Member, along with a description and value, and any contributions that have been agreed to be made in the future.
- 43. Each Member has the right to demand, within a reasonable period of time, a copy of any of the above documents for any purpose reasonably related to their interest as a Member of the Company, at their expense.

Books of Account

- 44. Accurate and complete books of account of the transactions of the Company will be kept in accordance with generally accepted accounting principles (GAAP) and at all reasonable times will be available and open to inspection and examination by any Member. The books and records of the Company will reflect all the Company's transactions and will be appropriate and adequate for the business conducted by the Company.

Banking and Company Funds

45. The funds of the Company will be placed in such investments and banking accounts as will be designated by the Members. All withdrawals from these accounts will be made by the duly authorized agent or agents of the Company as appointed by unanimous consent of the Members. Company funds will be held in the name of the Company and will not be commingled with those of any other person or entity.

Audit

46. Any of the Members will have the right to request an audit of the Company books. The cost of the audit will be borne by the Company. The audit will be performed by an accounting firm acceptable to all the Members. Not more than one (1) audit will be required by any or all of the Members for any fiscal year.

Tax Treatment

47. This Company is intended to be treated as a partnership, for the purposes of Federal and State Income Tax.

Partnership Representative

48. Tanner Gifford will be the partnership representative ("the Partnership Representative") with the sole authority to act on behalf of the Company in relation to IRS tax audits pursuant to Chapter 63 Subchapter C of the Internal Revenue Code of 1986 ("the Tax Rules").
49. The Partnership Representative is appointed for the current tax year and subsequent tax years until otherwise designated by the Members.
50. The Members will indemnify the Partnership Representative from and against all claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs and expenses brought by the Members or any of them in relation to any acts or omissions in the conduct of the role of Partnership Representative provided that the Partnership Representative is a Member, except to the extent that such losses result from, in whole or in part, the negligence, wilful misconduct or unlawful action of the Partnership Representative.
51. The Partnership Representative will promptly advise the Members of any audit of the Company initiated by the IRS and provide regular updates to the Members on the progress of such audits and any resulting settlement negotiations. The Partnership Representative will be generally

accountable to the Members and will obtain the majority approval of the Members for (i) any decisions affecting the tax liability of the Company or the Members; and (ii) any decision finalizing tax settlement with the IRS.

52. The Partnership Representative may resign from the position by serving notice in writing on both the Company and the IRS. The Company, acting by majority vote, may revoke the designation of the Partnership Representative by serving notice on the Partnership Representative and the IRS and simultaneously appointing a new Partnership Representative for that taxable year.
53. Whether serving in an active capacity or not, any person who has served as Partnership Representative in respect of any given taxable year or portion thereof will remain accountable to the Company, throughout the period of limitation relating to that taxable year, in respect of any notification received from the IRS and will promptly advise the Company of any and all such correspondence.
54. In the event that a tax settlement reached between the IRS and the Partnership Representative is not satisfactory to one or more of the Members and the matter cannot be resolved through negotiation in good faith at a meeting of the Members, then, two weeks, or such longer period as the Members may agree, following such meeting the Members agree to submit the dispute to mediation.

Tax Elections

55. In the event of an imputed underpayment by the Company assessed at audit, the Partnership Representative will elect the application of Section 6226 of Subchapter C (Alternative to Payment of Imputed Underpayment by Partnership) and duly furnish to each Member, and to the Secretary of the Treasury or his delegate, a statement of that Member's share of any adjustments within 45 days of the notice of final partnership adjustment.

Annual Report

56. As soon as practicable after the close of each fiscal year, the Company will furnish to each Member an annual report showing a full and complete account of the condition of the Company including all information as will be necessary for the preparation of each Member's income or other tax returns. This report will consist of at least:

- a. A copy of the Company's federal income tax returns for that fiscal year.

Goodwill

57. The goodwill of the Company will be assessed at an amount to be determined by appraisal using generally accepted accounting principles (GAAP).

Governing Law

58. The Members submit to the jurisdiction of the courts of the State of Colorado for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

Force Majeure

59. A Member will be free of liability to the Company where the Member is prevented from executing their obligations under this Agreement in whole or in part due to force majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Member has communicated the circumstance of the event to any and all other Members and where the Member has taken any and all appropriate action to satisfy his duties and obligations to the Company and to mitigate the effects of the event.

Forbidden Acts

60. No Member may do any act in contravention of this Agreement.
61. No Member may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Member of the Company.
62. No Member may do any act that would make it impossible to carry on the ordinary business of the Company.
63. No Member will have the right or authority to bind or obligate the Company to any extent with regard to any matter outside the intended purpose of the Company.
64. No Member may confess a judgment against the Company.
65. Any violation of the above forbidden acts will be deemed an Involuntary Withdrawal and may be treated accordingly by the remaining Members.

Indemnification

66. All Members will be indemnified and held harmless by the Company from and against any and all claims of any nature, whatsoever, arising out of a Member's participation in Company affairs. A Member will not be entitled to indemnification under this section for liability arising out of gross negligence or willful misconduct of the Member or the breach by the Member of any provisions of this Agreement.

Liability

67. A Member or any employee will not be liable to the Company or to any other Member for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred or implied by this Agreement or the Company. The Member or employee will be liable only for any and all acts and omissions involving intentional wrongdoing.

Liability Insurance

68. The Company may acquire insurance on behalf of any Member, employee, agent or other person engaged in the business interest of the Company against any liability asserted against them or incurred by them while acting in good faith on behalf of the Company.

Life Insurance

69. The Company will have the right to acquire life insurance on the lives of any or all of the Members, whenever it is deemed necessary by the Company. Each Member will cooperate fully with the Company in obtaining any such policies of life insurance.

Amendment of this Agreement

70. No amendment or modification of this Agreement will be valid or effective unless in writing and signed by all Members.

Title to Company Property

71. Title to all Company property will remain in the name of the Company. No Member or group of Members will have any ownership interest in Company property in whole or in part.

Miscellaneous

72. Time is of the essence in this Agreement.
73. This Agreement may be executed in counterparts.
74. Headings are inserted for the convenience of the Members only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in a neutral gender include the masculine gender and the feminine gender and vice versa.
75. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Members' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
76. This Agreement contains the entire agreement between the Members. All negotiations and understandings have been included in this Agreement. Statements or representations that may have been made by any Member during the negotiation stages of this Agreement, may in some way be inconsistent with this final written Agreement. All such statements have no force or effect in respect to this Agreement. Only the written terms of this Agreement will bind the Members.
77. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon each Member's successors, assigns, executors, administrators, beneficiaries, and representatives.
78. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the Members at the addresses contained in this Agreement or as the Members may later designate in writing.
79. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

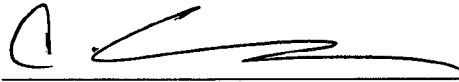
Definitions

80. For the purpose of this Agreement, the following terms are defined as follows:
- a. "Additional Contribution" means Capital Contributions, other than Initial Contributions, made by Members to the Company.
 - b. "Capital Contribution" means the total amount of cash, property, or services contributed to the Company by any one Member.
 - c. "Distributions" means a payment of Company profits to the Members.
 - d. "Initial Contribution" means the initial Capital Contributions made by any Member to acquire an interest in the Company.
 - e. "Member's Interests" means the Member's collective rights, including but not limited to, the Member's right to share in profits, Member's right to a share of Company assets on dissolution of the Company, Member's voting rights, and Member's rights to participate in the management of the Company.
 - f. "Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles (GAAP).
 - g. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual, including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.
 - h. "Principal Office" means the office whether inside or outside the State of Colorado where the executive or management of the Company maintain their primary office.
 - i. "Voting Members" means the Members who belong to a membership class that has voting power. Where there is only one class of Members, then those Members constitute the Voting Members.

IN WITNESS WHEREOF the Members have duly affixed their signatures under hand and seal on this 1st day of May, 2017.



Tanner Gifford (Member)



Cassie Gifford (Member)



Colorado Secretary of State
 Date and Time: 01/04/2017 08:01 PM
 ID Number: 20171012896
 Document number: 20171012896
 Amount Paid: \$50.00

Document must be filed electronically.
 Paper documents are not accepted.
 Fees & forms are subject to change.
 For more information or to print copies
 of filed documents, visit www.sos.state.co.us.

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Organization

filed pursuant to § 7-80-203 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

Knuckle Puck Brewing LLC

(The name of a limited liability company must contain the term or abbreviation "limited liability company", "ltd. liability company", "limited liability co.", "ltd. liability co.", "limited", "l.l.c.", "llc", or "ltd.". See §7-90-601, C.R.S.)

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the limited liability company's initial principal office is

Street address 2724 branding iron way
(Street number and name)

mead CO 80542
(City) (State) (ZIP/Postal Code)

United States
(Country)

Mailing address
 (leave blank if same as street address) (Street number and name or Post Office Box information)

(City) (State) (ZIP/Postal Code)

(Province - if applicable) (Country)

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name
 (if an individual) Gifford Cassie Irene
(Last) (First) (Middle) (Suffix)

or
 (if an entity)
(Caution: Do not provide both an individual and an entity name.)

Street address 2724 branding iron way
(Street number and name)

mead CO 80542
(City) (State) (ZIP Code)

Mailing address
 (leave blank if same as street address) (Street number and name or Post Office Box information)

(City) CO _____
(State) (ZIP Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent has consented to being so appointed.

4. The true name and mailing address of the person forming the limited liability company are

Name
(if an individual) Gifford Cassie Irene
(Last) (First) (Middle) (Suffix)

or

(if an entity) _____
(Caution: Do not provide both an individual and an entity name.)

Mailing address 2724 branding iron way
(Street number and name or Post Office Box information)

mead CO 80542
(City) (State) (ZIP/Postal Code)
United States
(Province - if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in
(Mark the applicable box.)

one or more managers.

or

the members.

6. (The following statement is adopted by marking the box.)

There is at least one member of the limited liability company.

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

8. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

Gifford	Cassie		
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
2724 branding iron way			
<small>(Street number and name or Post Office Box information)</small>			
<hr/>			
mead	CO	80542	
<small>(City)</small>	<small>(State)</small>	<small>(ZIP/Postal Code)</small>	
United States			
<small>(Province - if applicable)</small>	<small>(Country)</small>		

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

- This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

Owners:

Tanner Gifford
2724 Branding Iron Way
Mead, Co 80542

Cassie Gifford
2724 Branding Iron Way
Mead, Co 80542



LONGMONT BRANCH

10 Ken Pratt Blvd
Longmont, CO 80501

p 503.651.9055

January 3, 2020

Knuckle Puck Enterprises LLC
Cassie and Tanner Gifford
2724 Branding Iron Way
Mead, CO 80542-4028

Dear Cassie and Tanner,

Adams Bank & Trust is happy to inform you that your request to refinance the property at 13790 E. I25 Frontage Rd, Unit TBD in Mead has been approved subject to the following terms & conditions:

SBA 504 Loan Project

Total Project Cost: \$531,793
Bank Permanent Loan: \$265,896
SBA Loan Amount: \$212,717
Borrower Injection: \$53,180

Interim Bank Financing of Construction Loan

Loan 1 Amount: \$265,896
Interest rate: WSJ Prime + 1%
Repayment Terms: monthly interest payments
Maturity: 12 months
Collateral Requirements: 1st deed of trust on 13790 E. I25 Frontage Rd, Unit TBD, Mead, CO.
3rd deed of trust on 2724 Branding Iron Way, Mead, CO 80542 until the SBA 504 funding is received and the interim construction loan is reduced.

*This construction loan will be reduced by the SBA loan described below.

your foundation for financial success
abtbank.com | member FDIC

Loan 2 Amount: \$212,717

Interest rate: WSJ Prime + 1%

Repayment Terms: monthly interest payments

Maturity: 12 months

Collateral Requirements: 2nd deed of trust on 13790 E. I25 Frontage Rd, Unit TBD, Mead, CO.

4th deed of trust on 2724 Branding Iron Way, Mead, CO 80542 until the SBA 504 funding is received and the interim construction loan is reduced.

*This construction loan will be reduced by the SBA loan described below.

Bank Permanent Loan after construction is completed

Loan Amount: \$265,896

Interest rate: 5 year US Treasury Rate +3% (currently 4.80%) fixed for 5 years and adjusting for the remaining 5 years.

Repayment Terms: monthly principal and interest payments amortized over 25 years

Maturity: 10 years

Collateral Requirements: 1st deed of trust and assignment of rents on 13790 E. I25 Frontage Rd, Unit TBD, Mead, CO

SBA Loan after construction is completed

Loan Amount: \$212,717

Interest Rate: Most recent bond sale of September 2019, experienced an interest rate of 3.458%.

* Please note actual interest rate will be determined when all monies have been disbursed, and project is placed in bond sale.

Repayment Terms: monthly principal and interest payments amortized over 25 years

Maturity: 25 years

Collateral Requirements: 2nd deed of trust on 13790 E. I25 Frontage Rd, Unit TBD, Mead, CO

Guarantors

The above referenced loans will require a fully unsecured guarantee from the following individuals and entities:

- Cassie Gifford
- Tanner Gifford
- Knuckle Puck Kombucha LLC

Additional Requirements

Title insurance

Insurance on property with bank listed as mortgagee

I want to personally welcome you to Adams Bank & Trust and assure you that we appreciate the opportunity to do business with you and look forward to a mutually beneficial relationship as we go forward. Adams Bank & Trust has been family owned and operated for over 100 years and we look forward to providing you with all your banking needs.



Allison Closson
VP Commercial Banking



MEETING DATE: April 13, 2020

SUBJECT: Zoning Review 137872 E. I-25 Frontage Rd

REVIEWED BY: Chris Kennedy, Planning Director

REVIEW DATE: April 1, 2020

SUMMARY

The property located at 13782 E. I-25 Frontage Rd. is in the General Commercial (GC) zone district, which allows for the uses proposed by Knuckle Puck Brewing. Relevant anticipated activities include: 1) the primary use as a brewery with an on-site tasting room; and 2) accessory uses, such as retail sales of alcoholic beverages and sales of alcoholic beverages by the drink.



PROCLAMATION RECOGNIZING NATIONAL LIBRARY WEEK 2020

WHEREAS, our nation’s libraries support free and open access to literacy programs, books, computers, and other resources to help children and adults learn to find, evaluate, and use information they need for jobs, health, housing, education, and other needs; and

WHEREAS, 86% of Colorado Libraries offer access to online homework assistance to help learners bridge the learning gap and reach their school and career goals; and

WHEREAS, the Town of Mead’s public, academic, school, and special libraries fulfill the critical role of providing tools to build a literate community for young children, their caregivers, parents and educators; and

WHEREAS, libraries offer general internet use training, as well as technical training to help people apply for jobs, gain essential technology skills, and obtain crucial education and life-changing opportunities as part of the 21st century workforce; and

WHEREAS, public libraries are often the only free source of Internet access in their communities, providing a vital link for residents to technology, information, and facts about the world in which we live; and

WHEREAS, libraries provide a space for civic engagement and empowers their communities to make informed decisions by providing free access to information which promotes the free exchange of information and ideas for all; and,

WHEREAS, these roles fulfilled by libraries support these cornerstones of democracy.

NOW, THEREFORE, on behalf of High Plains Library District let it be it resolved that [Mayor Colleen Whitlow](#) proclaims National Library Week, April 19-25, 2020. We encourage all residents to visit their local library and explore and engage with your librarians. Because of you, libraries create strong communities.

Given under my hand and Seal of the Town of Mead, Colorado, this 13th day of April 2020.

Colleen G. Whitlow
Mayor



Agenda Item Summary

MEETING DATE: April 13, 2020

SUBJECT: Street Sweeping Contract Award to G.R.C. Consulting, Inc.

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

SUMMARY

The Town received five bid proposals from qualified contractors to provide street sweeping services throughout the Town on assigned routes. Prices include all necessary labor, supervision, equipment, tools, transportation, haul, mobilization, and environmental or fuel/surcharge fees.

Proposed hourly rates for street sweeping ranged from \$105 to \$150. The apparent low bidder is local contractor G.R.C. Consulting, Inc. of Frederick, who is qualified to complete the work.

FINANCIAL CONSIDERATIONS

The approved 2020 budget provided \$35,000 for street sweeping (01-44-5360). The frequency of sweeping and assigned routes will be adjusted, as needed, to fit within the approved budget. A map of covered routes is included as part of Exhibit A in the Professional Services Agreement.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends awarding the contract to the lowest responsible bidder, G.R.C Consulting, Inc. in an amount not to exceed \$35,000.

Suggested Motion – “I move to adopt Resolution No. 47-R-2020 Awarding the Bid for 2020 Street Sweeping Services to G.R.C. Consulting, Inc. in the not to exceed amount of \$35,000.00.”

ATTACHMENTS

Bid Tally
Resolution No. 47-R-2020
Professional Services Agreement

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 47-R-2020**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, AWARDING
THE BID FOR 2020 STREET SWEEPING SERVICES TO G.R.C.
CONSULTING, INC.**

WHEREAS, the Town of Mead is authorized under C.R.S. § 31-15-101 to enter into contracts for any lawful municipal purpose; and

WHEREAS, the Town requires on-demand street sweeping services for 2020 (“Services”) and solicited bids for such Services in accordance with Colorado law by posting an invitation for bid (“IFB”) on the Rocky Mountain E-Purchasing System; and

WHEREAS, Town staff have evaluated the bids received from bidders together with the specific criteria set forth in the IFB to determine the lowest responsive and responsible bidder for the Services; and

WHEREAS, it is the desire and intent of the Board of Trustees to award the contract to the lowest responsive and responsible bidder who submitted a bid in compliance with the reasonable and stated specifications contained within the IFB; and

WHEREAS, the Board of Trustees finds that **G.R.C. Consulting, Inc.**, a Colorado corporation (the successful bidder, hereinafter the “Contractor”) submitted the lowest responsive and responsive bid for the Services; and

WHEREAS, it is in the best interests of the Town to award the bid for the Services to the Contractor in the not-to-exceed amount of **Thirty-Five Thousand Dollars and No Cents (\$35,000.00)**, based on the price(s) set forth in the Contractor’s bid and the estimated work quantities associated with the Services; and

WHEREAS, the Board of Trustees further desires to authorize the Mayor to execute an Agreement for Professional Services with the Contractor (the “Services Agreement”), which Services Agreement shall be substantially in the form attached to the IFB.

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

Section 1. The Board of Trustees hereby: (a) awards the bid for Services to the Contractor in the not to exceed amount of Thirty-Five Thousand Dollars and No Cents (\$35,000.00), (b) authorizes the Town Attorney to make such changes as may be needed to correct any non-material errors or language or to negotiate such changes to the Services Agreement as may be appropriate and that do not substantially increase the obligations of the Town, and (c) authorizes the Mayor to execute the Services Agreement on behalf of the Town, but only on or after such date as the Contractor has delivered the executed Services Agreement to

the Town, together with the proof of insurance, and other documents specifically required by the IFB and Services Agreement.

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 13TH DAY OF APRIL, 2020.

ATTEST:

TOWN OF MEAD

By _____
Mary E. Strutt, MMC, Town Clerk

By _____
Colleen G. Whitlow, Mayor

Town of Mead: Street Sweeping
2020-002



Bid Opening: 3/26/2020 2:00 p.m.
Rocky Mountain Bid Net

Company Name	Hours Primary	Hours Secondary	Hourly Rate	Primary Cost	Secondary Cost	Project Total
Armstrong Sweeping Inc.	26	22	\$ 150.00	\$ 3,900.00	\$ 3,300.00	\$ 7,200.00
CAM Services	56	42	\$ 115.00	\$ 6,440.00	\$ 4,830.00	\$ 11,270.00
GRC Consulting Inc.	18	12.5	\$ 105.00	\$ 1,890.00	\$ 1,312.50	\$ 3,202.50
K3 Industries	23	21	\$ 130.00	\$ 2,990.00	\$ 2,730.00	\$ 5,720.00
Rush Management Inc.	16	12	\$ 124.94	\$ 1,999.04	\$ 1,499.28	\$ 3,498.32

Town of Mead, Colorado
AGREEMENT FOR PROFESSIONAL SERVICES

Project/Services Name: Street Sweeping

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into by and between the Town of Mead, a municipal corporation of the State of Colorado, with offices at 441 Third Street, Mead, Colorado 80542 (the “Town”), and G.R.C. Consulting, Inc., a Colorado corporation with offices at 5741 Majestic, Frederick, Colorado 80530 (“Contractor”) (each individually a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, the Town requires certain professional services as more fully described in **Exhibit 1**; and

WHEREAS, Contractor represents that it has the requisite expertise and experience to perform the professional services; and

WHEREAS, the Town desires to contract with the Contractor subject to the terms of this Agreement.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Services. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit 1**, attached hereto and incorporated herein by this reference (the “Services” or “Scope of Services”). The Parties recognize and acknowledge that, although the Town has requested certain general services to be performed or certain work product to be produced, the Contractor has offered to the Town the process, procedures, terms, and conditions under which the Contractor plans and proposes to achieve or produce the services and/or work product(s) and the Town, through this Agreement, has accepted such process, procedures, terms, and conditions as binding on the Parties.

B. Changes to Services. A change in the Scope of Services shall not be effective unless authorized through a written amendment to this Agreement signed by both Parties. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein or as otherwise provided in writing by the Town, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement.

C. Duty to Inform. The Contractor shall perform the Services in accordance with this Agreement and shall promptly inform the Town concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by the Agreement.

D. Time of Performance. The Contractor shall perform all Services in accordance with this Agreement commencing on the Effective Date, as set forth in Section II of this Agreement, until such Services are completed, or terminated or suspended in accordance with this Agreement. The Contractor shall not temporarily delay, postpone, or suspend the performance of the Services without the written consent of the Town Board of Trustees, Town Manager, or a person expressly authorized in writing to direct the Contractor's services.

II. TERM AND TERMINATION

A. Term. This Agreement shall commence on the date of mutual execution of the Parties (the "Effective Date") and shall continue until December 31, 2020 or until terminated as provided herein ("Termination Date"). The Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation.

B. Town Unilateral Termination. This Agreement may be terminated by the Town for any or no reason upon written notice delivered to the Contractor at least ten (10) days prior to termination. In the event of the Town's exercise of the right of unilateral termination as provided by this paragraph:

1. Unless otherwise provided in any notice of termination, the Contractor shall provide no further services in connection with this Agreement after Contractor's receipt of a notice of termination; and

2. The Contractor shall deliver all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement to the Town and such documents, data, studies, and reports shall become the property of the Town; and

3. The Contractor shall submit to the Town a final accounting and final invoice of charges for all outstanding and unpaid Services and reimbursable expenses authorized by this Agreement and performed prior to the Contractor's receipt of notice of termination and for any Services authorized to be performed by the notice of termination as provided by Section II.B of this Agreement. The Contractor shall deliver such final accounting and final invoice to the Town within thirty (30) days of the date of termination; thereafter, the Town shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor.

C. Termination for Non-Performance. Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party. Such notice shall specify the non-performance, provide a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this Section II.C, "reasonable time" shall not be less than five (5) business days. In

the event of a failure to timely cure a non-performance and upon the date of the resulting termination for non-performance, the Contractor shall prepare a final accounting and final invoice of charges for all performed but unpaid Services and any reimbursable expenses authorized by this Agreement. Such final accounting and final invoice shall be delivered to the Town within fifteen (15) days of the termination date contained in the written notice. Thereafter, the Town shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor. Provided that notice of non-performance is provided in accordance with this Section II.C, nothing in this Section II.C shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

D. Suspension of Services. The Town may suspend the Contractor's performance of the Services at the Town's discretion and for any reason by delivery of written notice of suspension to the Contractor, which notice shall state a specific date of suspension. Upon Contractor's receipt of such notice of suspension from the Town, the Contractor shall immediately cease performance of the Services on the date of suspension except: (1) as may be specifically authorized by the notice of suspension (e.g., to secure the work area from damage due to weather or to complete a specific report or study); or (2) for the submission of an invoice for Services performed prior to the date of suspension in accordance with this Agreement. Contractor shall not re-commence performance of the Services until it receives written notice of re-commencement from the Town.

E. Delivery of Notices. Any notice permitted by this Section II and its subsections shall be addressed to the Town Representative or the Contractor Representative at the address set forth in Section XII.D of this Agreement or such other address as either Party may notify the other of and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

III. REPRESENTATIVES AND SUPERVISION

A. Town Representative. The Town representative responsible for oversight of this Agreement and the Contractor's performance of Services hereunder shall be the Town Manager or his or her designee ("Town Representative"). The Town Representative shall act as the Town's primary point of contact with the Contractor.

B. Contractor Representative. The Contractor representative under this Agreement shall be Gerald Carson, President ("Contractor Representative"). The Contractor Representative shall act as the Contractor's primary point of contact with the Town. The Contractor shall not designate another person to be the Contractor Representative without prior written notice to the Town.

C. Town Supervision. The Contractor shall provide all Services with little or no daily supervision by Town staff or other contractors. Inability or failure of the Contractor to perform with little or no daily supervision which results in the Town's need to allocate resources in time or expense for daily supervision shall constitute a material breach of this Agreement and be subject to cure or remedy, including possible termination of the Agreement, as provided in this Agreement.

IV. COMPENSATION

A. Not-to-Exceed Amount. Following execution of this Agreement by the Parties, the Contractor shall be authorized to and shall commence performance of the Services as described in **Exhibit 1**, subject to the requirements and limitations on compensation as provided by this Section IV and its subsections. Compensation to be paid hereunder shall not exceed Thirty-Five Thousand Dollars (\$35,000.00) (“Not-to-Exceed Amount”) unless a larger amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement. Notwithstanding the amount specified in this Section, Contractor shall be paid only for work performed. Contractor shall not be paid until tasks identified in the Scope of Services are performed to the satisfaction of the Town. In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor as follows:

- If this box is checked, the Town shall pay Contractor on a time and materials basis in accordance with the rate schedule shown in **Exhibit 2**. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for any fees, costs and expenses. Final payment may be requested by the Contractor upon completion of the Services and the Town’s acceptance of all work or Services as set forth in **Exhibit 1**.
- If this box is checked, the Town shall pay the Contractor the Not-to-Exceed Amount in a single lump sum payment.

B. Receipts. The Town, before making any payment, may require the Contractor to furnish at no additional charge releases or receipts from any or all persons performing work under this Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the Town’s interest. The Town, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.

C. Reimbursable Expenses.

1. If this Agreement is for lump sum compensation, there shall be no reimbursable expenses.

2. If the Agreement is for compensation based on a time and materials basis, the following shall be considered “reimbursable expenses” for purposes of this Agreement and may be billed to the Town without administrative mark-up, which must be accounted for by the Contractor, and proof of payment shall be provided by the Contractor with the Contractor’s monthly invoices:

- None
- Vehicle Mileage (billed at not more than the prevailing per mile charge permitted by the IRS as a tax-deductible business expense)
- Printing and Photocopying Related to the Services (billed at actual cost)
- Long Distance Telephone Charges Related to the Services
- Postage and Delivery Services

- Lodging and Meals (but only with prior written approval of the Town as to dates and maximum amount)

3. Other Expenses. Any fee, cost, charge, or expense incurred by the Contractor not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost that shall be borne by the Contractor and shall not be billed or invoiced to the Town and shall not be paid by the Town.

D. No Waiver. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

V. PROFESSIONAL RESPONSIBILITY

A. General. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing required by law.

B. Standard of Performance. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations including environmental, health and safety laws and regulations.

C. Subcontractors. The Parties recognize and agree that subcontractors may be utilized by the Contractor for the performance of certain Services if included and as described more particularly in **Exhibit 1**; however, the engagement or use of subcontractors will not relieve or excuse the Contractor from performance of any obligations imposed in accordance with this Agreement and Contractor shall remain solely responsible for ensuring that any subcontractors engaged to perform Services hereunder shall perform such Services in accordance with all terms and conditions of this Agreement.

VI. INDEPENDENT CONTRACTOR

A. General. Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

B. Liability for Employment-Related Rights and Compensation. The Contractor shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Contractor, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and

standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. Accordingly, the Town shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

C. Insurance Coverage and Employment Benefits. The Town will not include the Contractor as an insured under any policy the Town has for itself. The Town shall not be obligated to secure nor provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, sub-consultants, subcontractors, agents, or representatives, including but not limited to coverage or benefits related to: local, state, or federal income or other tax contributions, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension or retirement account contributions, profit sharing, professional liability insurance, or errors and omissions insurance. The following disclosure is provided in accordance with Colorado law:

CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR SOME ENTITY OTHER THAN THE TOWN PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.

D. Employee Benefits Claims. To the maximum extent permitted by law, the Contractor waives all claims against the Town for any Employee Benefits; the Contractor will defend the Town from any claim and will indemnify the Town against any liability for any Employee Benefits for the Contractor imposed on the Town; and the Contractor will reimburse the Town for any award, judgment, or fine against the Town based on the position the Contractor was ever the Town's employee, and all attorneys' fees and costs the Town reasonably incurs defending itself against any such liability.

VII. INSURANCE

A. General. During the term of this Agreement, the Contractor shall obtain and shall continuously maintain, at the Contractor's expense, insurance of the kind and in the minimum amounts specified as follows by checking the appropriate boxes:

- The Contractor shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Contractor to be sufficient to meet or exceed the Contractor's minimum statutory and legal obligations arising under this Agreement ("Contractor Insurance"); OR

- The Contractor shall secure and maintain the following (“Required Insurance”):
- Worker’s Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.
 - Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000.00) each occurrence and of Two Million Dollars (\$2,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an “occurrence” basis as opposed to a “claims made” basis. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.
 - Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00) each occurrence with respect to each of the Contractor’s owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Services, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.
 - Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of _____ Dollars (\$_____) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.

B. Additional Requirements. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least thirty (30) days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the

Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Insurance Certificates. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect prior to the commencement of the Services. The certificate shall identify this the Project/Services Name as set forth on the first page of this Agreement.

D. Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and continuously maintain policies of insurance shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Agreement. Failure on the part of the Contractor to obtain and continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the Town may immediately terminate this Agreement, or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith. All monies so paid by the Town, together with an additional five percent (5%) administrative fee, shall be repaid by the Contractor to the Town immediately upon demand by the Town. At the Town's sole discretion, the Town may offset the cost of the premiums against any monies due to the Contractor from the Town pursuant to this Agreement.

VIII. INDEMNIFICATION

Contractor agrees to indemnify, defend, and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including reasonable attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage to the extent caused in whole or in part by, the negligent act, omission, error, professional error, mistake, negligence, or other fault of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor.

IX. ILLEGAL ALIENS

The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. The Contractor shall not contract with a subcontractor that fails to certify that the subcontractor does not knowingly employ or contract with any illegal aliens. By entering into this Agreement, the Contractor certifies as of the date of this Agreement it does not knowingly employ or contract with an illegal alien who will perform work under this public contract for services and that the Contractor will participate in the e-verify program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement. The Contractor is prohibited from using the e-verify program to undertake pre-employment screening of job applicants while this Agreement is being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required

to notify the subcontractor and the Town within three (3) days that the Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien. The Contractor shall terminate the subcontract if the subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving the notice regarding the Contractor's actual knowledge. The Contractor shall not terminate the subcontract if, during such three days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor is required to comply with any reasonable request made by the Colorado Department of Labor and Employment made in the course of an investigation undertaken to determine compliance with this provision and applicable state law. If the Contractor violates this provision, the Town may terminate this Agreement, and the Contractor may be liable for actual and/or consequential damages incurred by the Town, notwithstanding any limitation on such damages provided by this Agreement.

X. REMEDIES

A. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the Town may exercise the following remedial actions if the Contractor substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities or inactions by the Contractor. The remedial actions include:

1. Suspend the Contractor's performance pending necessary corrective action as specified by the Town without the Contractor's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or
2. Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or
3. Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the Town; and/or
4. Terminate this Agreement in accordance with this Agreement.

B. The foregoing remedies are cumulative and the Town, in its sole discretion, may exercise any or all of the remedies individually or simultaneously.

XI. RECORDS AND OWNERSHIP

A. Retention and Open Records Act Compliance. All records of the Contractor related to the provision of Services hereunder, including public records as defined in the Colorado Open Records Act ("CORA"), and records produced or maintained in accordance with this Agreement, are to be retained and stored in accordance with the Town's records retention and disposal policies. Those records which constitute "public records" under CORA are to be at the Town offices or accessible and opened for public inspection in accordance with CORA and Town policies. Public records requests for such records shall be processed in accordance with Town policies. Contractor

agrees to allow access by the Town and the public to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town. For purposes of CORA, the Town Clerk is the custodian of all records produced or created as a result of this Agreement. Nothing contained herein shall limit the Contractor's right to defend against disclosure of records alleged to be public.

B. Town's Right of Inspection. The Town shall have the right to request that the Contractor provide to the Town a list of all records of the Contractor related to the provision of Services hereunder retained by the Contractor in accordance with this subsection and the location and method of storage of such records. Contractor agrees to allow inspection at reasonable times by the Town of all documents and records produced or maintained in accordance with this Agreement.

C. Ownership. Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the Town of Mead upon delivery and shall not be made subject to any copyright by the Contractor unless authorized by the Town. Other materials, statistical data derived from other clients and other client projects, software, methodology and proprietary work used or provided by the Contractor to the Town not specifically created and delivered pursuant to the Services outlined in this Agreement shall not be owned by the Town and may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The Town shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by Town staff and/or employees; or (2) pursuant to a request under the Colorado Open Records Act, § 24-72-203, C.R.S., to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Services. The Contractor may publicly state that it performs the Services for the Town.

D. Return of Records to Town. At the Town's request, upon expiration or termination of this Agreement, all records of the Contractor related to the provision of Services hereunder, including public records as defined in the CORA, and records produced or maintained in accordance with this Agreement, are to be returned to the Town in a reasonable format and with an index as determined and requested by the Town.

XII. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligations of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Notice. Unless otherwise provided in this Agreement, any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent via pre-paid, first class United States Mail, to the party at the address set forth below.

If to the Town:

If to Contractor:

Town of Mead Attn: Town Manager 441 Third Street P.O. Box 626 Mead, Colorado 80542	G.R.C. Consulting, Inc. Attn: Gerald Carson, President 5741 Majestic Frederick, CO 80530-0777
With Copy to: Michow Cox & McAskin LLP Attn: Mead Town Attorney 6530 S. Yosemite Street, Suite 200 Greenwood Village, Colorado 80111	With Copy to:

E. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

F. Modification. This Agreement may only be modified upon written agreement signed by the Parties.

G. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.

H. Affirmative Action. The Contractor warrants that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor warrants that it will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

I. Governmental Immunity. The Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended (“CGIA”), or otherwise available to the Town and its officers or employees. Presently, the monetary limitations of the CGIA are set at three hundred eighty-seven thousand dollars (\$387,000) per person and one million ninety-three thousand dollars (\$1,093,000) per occurrence for an injury to two or more persons in any single occurrence where no one person may recover more than the per person limit described above.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted.

K. Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, and thus any obligations of the Town hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section XII shall not authorize assignment.

M. No Third-Party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or subcontractor of Contractor. Absolutely no third-party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

N. Release of Information. The Contractor shall not, without the prior written approval of the Town, release any privileged or confidential information obtained in connection with the Services or this Agreement.

O. Attorneys' Fees. If the Contractor breaches this Agreement, then it shall pay the Town's reasonable costs and attorney's fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.

P. Survival. The provisions of Sections VI (Independent Contractor), VII (Insurance), VIII (Indemnification) and XII (A) (Governing Law and Venue), (J) (Rights and Remedies), (K) Annual Appropriation), (N) (Release of Information) and (O) Attorneys' Fees, shall survive the expiration or termination of this Agreement.

Q. Agreement Controls. In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit.

R. Force Majeure. Neither the Contractor nor the Town shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

S. Authority. The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the Town of Mead and the Contractor and bind their respective entities.

T. 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. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGES FOLLOW

THIS AGREEMENT is executed and made effective as provided above.

TOWN OF MEAD, COLORADO

By: _____
Colleen G. Whitlow, Mayor

Date of execution: _____, 2020

ATTEST:

Mary Strutt, MMC, Town Clerk

APPROVED AS TO FORM (*excluding exhibits*):

Marcus McAskin, Town Attorney

EXHIBIT 1
SCOPE OF SERVICES

Contractor shall provide street-sweeping services upon request by the Town, and shall furnish all labor, equipment, and materials to do all work necessary and incidental to completion of the Services set out in this Exhibit 1.

Services

- A. ROUTES: Contractor shall provide street sweeping services within Mead town limits, will follow assigned routes and be responsible for hauling away debris from sweeping operations.

Assigned routes shall be swept once per month beginning in March and concluding in December per the attached maps (**EXHIBIT A**), or as otherwise directed by the Town Representative. Additional sweeping for special events or emergencies may be required on an as-needed basis.

- B. MAJOR AND TOWN ROAD INTERSECTIONS AND APPROACHES: For the purpose of this contract, a Town road approach to a major road will be defined as the pavement from the outer edge of through travel lane to far end of the curb return/radius, curbed or uncurbed, intersecting a local street. A U-turn sweeping of the approaches is not acceptable. The entire approach, including the edges, gutter and center, must be cleaned.

General sweeping is considered one curb line pass, center line, and around islands as needed,

although clean-up sweeping, particularly leaf season, may require multiple passes.

- C. WATER: The Contractor will obtain a water meter from Little Thompson Water District and fill only with approved hydrants.
- D. STANDARDS: All work must be completed in accordance with industry and Town standards and to the satisfaction of the Town.
- E. DEBRIS REMOVAL: Debris piles or windrows left in the street will not be permitted, and must be cleared by the Contractor immediately. The Contractor shall remove all materials, debris or other obstructions from the streets scheduled for sweeping which may interfere with the sweeping operation (i.e. tree limbs, rocks, garbage cans, etc.). This shall be done by the Contractor at his own expense with no additional cost to the Town of Mead.

All spoils from street sweeping shall be transported to a licensed landfill at the Contractor's expense. Material and debris must be administered in accordance with all applicable Federal, State and Local laws, regulations and ordinances, in compliance with all applicable regulations promulgated by the Federal Environmental Protection Agency (EPA) and the Colorado Department of Public Health and Environment.

The sweeping must be complete, including gutters, roadside edges, travel lanes, centers, acceleration lanes, deceleration lanes, passing lanes and approaches. The Contractor shall ensure that there will be no trails of dirt and dust left on the streets and no indication that the sweeper was present other than a clean street.

The Contractor shall be responsible to clean streets of all debris and leaves naturally deposited within the roadway. Removal of yard waste, obviously placed within the roadway from the abutting property, will not be swept or removed by the Contractor and shall be reported to the Public Works Operations Manager immediately.

- F. NO PARKING SIGNS: There may be times when the contractor will be required to place temporary "No Parking" signs in advance of sweeping operations. The Town will provide the signs and direct the contractor on the timing and general location of the sign placements. Signs shall be placed a maximum of 300' apart.
- G. ON-CALL/ADDITIONAL SWEEPING SERVICES: The Contractor shall provide on-call sweeping services to be utilized at the Towns' discretion at an agreed upon rate per hour/per mile as stated in the bid tab. Contractor shall respond within 24 hours for on-call sweeping work.

Contacts

- A. EMERGENCY: The Contractor shall provide the Town with emergency contact office and cell phone numbers, as well as e-mail addresses for applicable personnel that are answered 24-hours per day, seven days per week.

Labor and Equipment

- A. **EQUIPMENT:** The Contractor shall provide and maintain in full operation at all times during the performance of the contract a sufficient crew of workers, tools, materials and mechanical sweepers to perform the work specified. Street sweepers shall be **Elgin Eagle** or approved equal.

The sweeping equipment shall be equipped with a pressurized water spray system to control dust resulting from the sweeping operation. The Contractor must use this water/dust control system during all sweeping operations. Water shall be obtained from Little Thompson Water District at approved locations only. Hydrant meters are available from Little Thompson Water District.

All sweeping equipment shall be equipped with all approved caution/safety lighting systems in compliance with all applicable Town, State and Federal requirements.

Each sweeper vehicle shall always be kept in mechanically safe condition and ensure compliance with CDOT regulations.

Each piece of equipment shall have the Contractor's name clearly visible on all sides of the equipment. The Contractor shall not use a name containing Town of Mead or other words implying municipal ownership.

The Town of Mead reserves the right to inspect the bidder's equipment prior to the award of bid and anytime during the performance of the contract.

- B. **EMPLOYEES:** The Contractor shall provide a sufficient number of qualified employees to promptly complete all sweeping services throughout the Town. The Contractor shall employ, for all parts of the work, only competent and trustworthy workers, including reliable supervisors. All employees must meet Federal, State and Local requirements for employment. All employees shall be trained and knowledgeable in the services and specifics of this Contract and shall have appropriate safety training.

Should the Town of Mead at any time give notice in writing to the Contractor or his representative that the work or behavior on the job of any employee is insolent, disorderly, careless, unobservant, dishonest, not in compliance with proper orders, or in any way a detriment to the satisfactory progress of the work, such employee shall forthwith be given written notice by the Contractor and can be removed from this contract at the direction of the Town of Mead. Should the employee be involved in any further incidents, the

Contractor shall immediately remove the employee from any and all work associated with this contract by the Contractor and not again be permitted or be allowed to engage in any part of this contract.

- C. **SUBCONTRACTORS:** The Contractor shall not assign, sublet or subcontract the Contract or any part thereof to any person, firm, or entity, unless such proposed assignment or subcontract is first proposed to the Town of Mead, analyzed by and to the satisfaction of, the Town of Mead regard to the capability of a proposed assignee to responsibly and reliably undertake the duties and obligations of this contract and is approved by resolution of the Town Board. Consent may be withheld for any reason deemed justifiable by the Board with regard to assignment.
- D. **OPERATIONS:** Street sweepers shall sweep with the flow of traffic. While sweeping, sweepers shall not exceed fifteen (15) miles per hour. Eighty percent (80%) of the debris MUST be removed along the roadway in order to be a satisfactory job that is approved by the Town.

Any complaints made by the public to a Contractor or an employee of the Contractor shall be handled in a courteous and timely manner. The Public Works Operations Manager shall be notified within twenty-four (24) hours of all complaints. All employees of the Contractor will be courteous and professional to the public at all times.

- E. **DAMAGE:** Any damages caused by the Contractor during ANY part of the operation will be repaired in a timely manner. This includes but is not limited to sprinkler heads, lawn damage, plant beds etc. If the Contractor has knowledge of any other damage in their work area not caused by them i.e. tire ruts or sod damage, etc., the Town of Mead Operation Manager should be notified within 24 hours.

Scheduling

- A. **COORDINATION:** All street sweeping shall be coordinated with the Department of Public Works at the direction of the Operations Manager or his designee. At a minimum, the Contractor must contact the Operations Manager 24 hours prior to the start of work. Work shall not commence without the approval of the Operations Manager. The Operations Manager's approval to proceed must be the result of one on one contact, in person or over the phone, or email/text with confirmed response.
- B. **WORKING HOURS:** Sweeping shall not start before 7:00 a.m. or continue after 7:00 p.m., Monday through Friday. Further, the Contractor shall not sweep major roads during peak rush hour periods (morning 7:00 – 9:00 a.m. and afternoon 3:00 – 6:00 p.m.). Sweeping over the weekends or night/early morning operations must be approved in advanced by the Public Works Director or Operation Manager.
- C. **DAILY REPORTS:** The Contractor shall submit a written daily report (on copies of the form attached hereto) documenting the streets completed for each day of sweeping.

Exhibit A Primary/Secondary Route Map

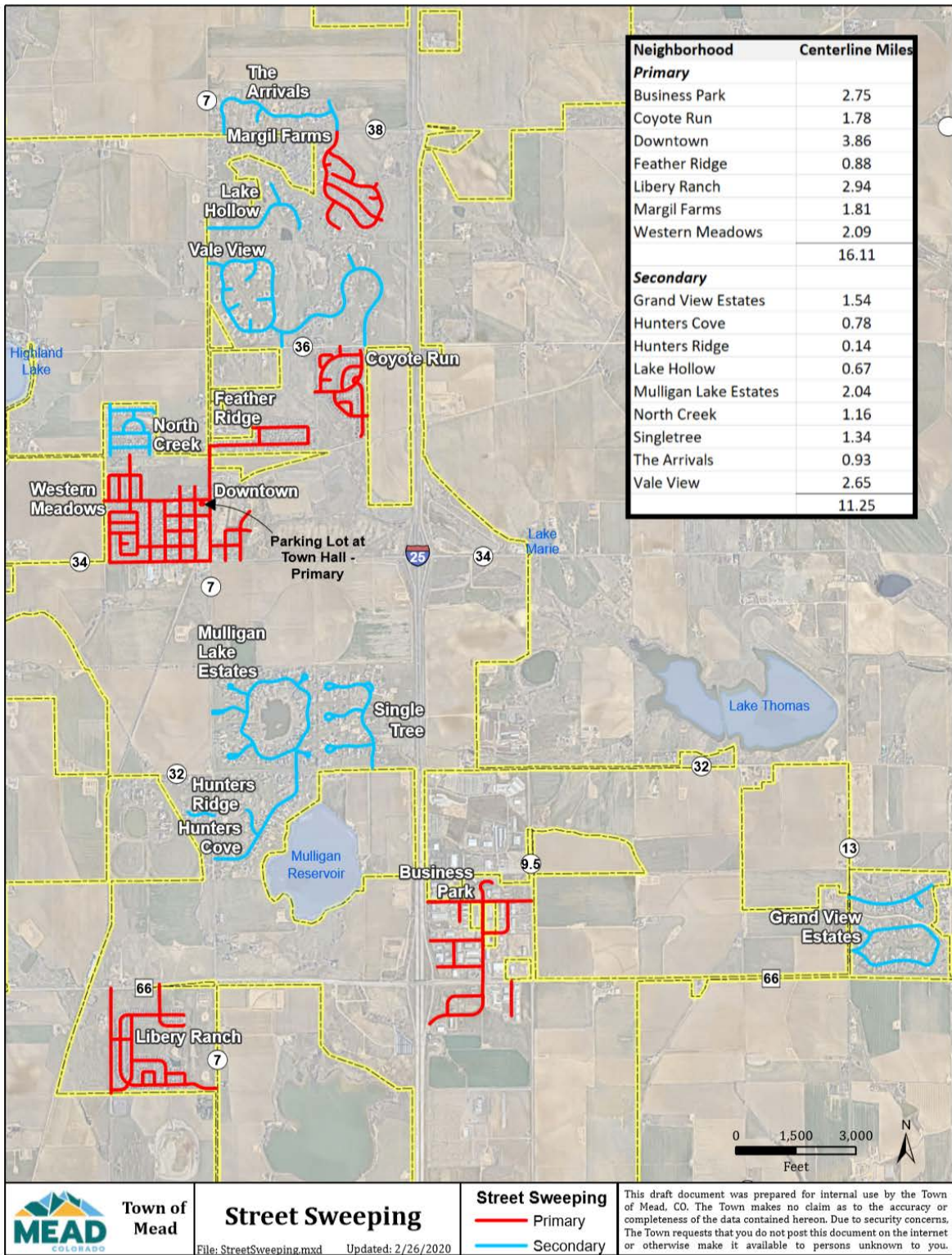


EXHIBIT 2
COMPENSATION

Mechanical Sweeper with Operator	\$ <u>105.00</u> /HR
After hours Sweeper with Operator	\$ <u>115.00</u> /HR
Place No Parking Signs	\$ <u>25.00</u> /HR

Anticipated Hours 18 HRS Primary Streets \$ 2,625.00 /PER
COMPLETE SWEEPING

Primary Neighborhoods: Margil Farms, Coyote Run, Feather Ridge, Downtown, Western Meadows, Liberty Ranch, Business Park

Anticipated Hours 12.5 HRS Secondary Streets \$ 1,845.00 /PER
COMPLETE SWEEPING



MEETING DATE: April 13, 2020

SUBJECT: Resolution No. 48-R-2020 Approving Intergovernmental Agreement for Conduct of Community Development Block Grant Program in Weld County (the “CDBG IGA”) and authorizing the Mayor to sign the CDBG IGA

PRESENTED BY: Helen Migchelbrink, Town Manager

SUMMARY

Staff is requesting the Board’s review and approval of an intergovernmental agreement with Weld County, specifically that certain *Intergovernmental Agreement for Conduct of Community Development Block Grant Program in Weld County* (the “CDBG IGA”). The CDBG IGA is attached to the Resolution as **Exhibit 1**.

It is expected that Weld County will qualify for and receive financial assistance to conduct a Community Development Block Grant Program (“CDBG Program”) pursuant to Title 1 of the Housing and Community Development Act of 1974, as amended, and the Rules and Regulations promulgated by the Department of Housing and Urban Development (“HUD”) relating to the conduct of the CDBG Program.

The CDBG Program provides annual grants on a formula basis to states, cities, and counties to develop urban communities by providing decent housing and a suitable living environment, with funding targeted to assist primarily low- and moderate-income persons. The initial term of the CDBG IGA is three (3) program years, beginning July 1, 2020, ending June 30, 2023.

The Resolution: (1) approves the CDBG IGA, subject to delegation of authority to the Town Attorney, in cooperation with the Town Manager, to make non-material changes to the CDBG IGA that do not increase the Town’s obligations; and (2) authorizes the Mayor to execute the CDBG IGA on behalf of the Town once in final form. Additional background information is attached to this Agenda Item Summary, including correspondence dated March 5, 2020 from Weld County Chair Mike Freeman regarding the CDBG Program.

FINANCIAL CONSIDERATIONS

None.

STAFF RECOMMENDATION/ACTION REQUIRED

Suggested Motion – “I move to approve Resolution No. 48-R-2020 Approving the Intergovernmental Agreement for Conduct of Community Development Block Grant Program in Weld County (the “CDBG IGA”) and authorizing the Mayor to sign the CDBG IGA.”

ATTACHMENTS

Resolution No. 48-R-2020

Exhibit 1 to Resolution (CDBG IGA)

CDBG Program Flyer (CDBG Urban County Entitlement)

Correspondence dated March 5, 2020 from Weld County BOCC Chair Freeman (one page)

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 48-R-2020**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO,
APPROVING AN INTERGOVERNMENTAL AGREEMENT RELATING
TO THE CONDUCT OF THE WELD COUNTY COMMUNITY
DEVELOPMENT BLOCK GRANT PROGRAM (CDBG IGA) AND
AUTHORIZING THE MAYOR TO EXECUTE THE CDBG IGA**

WHEREAS, Weld County is eligible to become an “Urban County” as defined by applicable United States Department of Housing and Urban Development (“HUD”) guidelines; and

WHEREAS, it is expected that Weld County will qualify for and receive financial assistance to conduct a Community Development Block Grant Program (“CDBG Program”) pursuant to Title 1 of the Housing and Community Development Act of 1974, as amended, and the Rules and Regulations promulgated by HUD relating to the conduct of the CDBG Program; and

WHEREAS, Weld County is expected to receive approximately \$960,200 in CDBG Program funds in federal fiscal year 2020-2021; and

WHEREAS, Weld County has requested the Town Board to consider approving that certain *Intergovernmental Agreement for Conduct of Community Development Block Grant Program in Weld County* (the “CDBG IGA”); and

WHEREAS, a copy of the CDBG IGA is attached to this Resolution as **Exhibit 1**; and

WHEREAS, the initial term of this CDBG IGA is for three (3) program years, beginning July 1, 2020, ending June 30, 2023; and

WHEREAS, funding for the CDBG IGA is based on federal fiscal years, which begins on October 1st and ends on September 30th of the following calendar year; and

WHEREAS, the Town understands that grant funds made available to the Town under the CDBG Program will be used in benefitting low- and moderate-income citizens and/or areas, or to advance other goals of the CDBG Program; and

WHEREAS, the Board of Trustees desires to approve the CDBG IGA and further desires to authorize the Mayor to execute the same on behalf of the Town when in final form.

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

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

Section 2. The Board of Trustees hereby: (a) approves the CDBG IGA in substantially the same form as is attached hereto as **Exhibit 1**; (b) authorizes the Town Attorney in cooperation with the Town Manager to make non-material changes to the CDBG IGA that do not increase the Town's obligations; and (c) authorizes the Mayor to execute the CDBG IGA on behalf of the Town once in final form.

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

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 13TH DAY OF APRIL, 2020.

ATTEST:

TOWN OF MEAD

By _____
Mary E. Strutt, MMC, Town Clerk

By _____
Colleen G. Whitlow, Mayor

Exhibit 1
Intergovernmental Agreement for Conduct of Community Development
Block Grant Program in Weld County
(attached)

**INTERGOVERNMENTAL AGREEMENT FOR CONDUCT OF
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM IN WELD COUNTY**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made this ____ day of _____, 2020, by and between County of Weld, by and through the Board of County Commissioners of County of Weld, whose address is P.O. Box 758, 1150 O Street, Greeley, CO 80632, a body corporate and politic of the State of Colorado, hereinafter referred to as “County,” and Town of Mead, whose address is 441 3rd Street, P.O. Box 626, Mead, CO 80542, a municipality located in Weld County, State of Colorado, hereinafter referred to as “Municipality.” County and Municipality may be referred to collectively as “Parties,” and individually as “Party.”

WITNESSETH:

WHEREAS, in 1974 the U.S. Congress enacted the Housing and Community Development Act of 1974 (“the Act”) thereby permitting and providing for the participation of the Federal government in a wide range of local housing and community development activities and programs, which activities and programs are administered by the U.S. Department of Housing and Urban Development (“HUD”); and

WHEREAS, the primary objective of Title I of the Act is the development of viable urban communities by providing decent housing and a suitable living environment and the expansion of economic opportunities, mainly for persons of low and moderate-income. This objective is to be accomplished by providing financial assistance in the form of block grant funds to state and local governments for the conduct and administration of housing and community development activities and programs as contemplated under the Act via the Community Development Block Grant (“CDBG”) program; and

WHEREAS, HUD rules and regulations governing the CDBG Program, as published in 24 C.F.R., Volume 3, Subtitle B, Chapter V, Part 570 (“CDBG Regulations”), provide that a county must qualify as an “Urban County,” as defined therein, and submit to HUD an annual request for funding in the form of a Three (3) year Consolidated Plan (“Consolidated Plan”) and an Annual Action Plan (“AAP”) or a Three (3) year Consolidated Plan with an Annual Action Plan component (“CPAAP”). The municipalities and other units of local government within an Urban County may be included in the Urban County by intergovernmental or cooperative agreement and may thereby be included in the Urban County’s CDBG Program; and

WHEREAS, Weld County wishes to obtain Urban County classification for the next three successive fiscal years 2021 -2023 and future years; and

WHEREAS, rules and regulation to qualify or re-qualify as an Urban County are published annually and the notice for the Federal fiscal years 2020-2022 are published in HUD Notice CPD-19-04, “Instructions for Urban County Qualification for Participation in the

Community Development Block Grant (CDBG) Program for Fiscal Years (FYs) 2020-2022;”
and

WHEREAS, HUD has determined that County is authorized to undertake essential community development activities in its unincorporated areas that are necessary to qualify as an Urban County to receive funds from HUD by annual grant agreement. This determination is based on the authority granted County pursuant to §§ 29-3-101 to 123, §§ 30-11-101 to 107; §§ 30-20-301 to 310; and §§ 30-20-401 to 422, Colorado Revised Statutes (C.R.S.), as amended; and

WHEREAS, it is recognized that County does not have independent legal authority to conduct some kinds of community development and housing assistance activities within the boundaries of Municipality and, therefore, its ability to conduct the CDBG Program in Municipality is limited. Accordingly, in order for Municipality to be considered a part of the Urban County and be included in County’s annual requests to HUD for CDBG Program funds, CDBG regulations require that Municipality and County enter into a cooperation agreement wherein Municipality authorizes and agrees to cooperate with County to undertake or to assist in the undertaking of essential community development and housing assistance activities within the boundaries of Municipality, as may be approved and authorized in County’s annual grant agreements with HUD; and

WHEREAS, pursuant to Colo. Const. art. XIV, § 18 and § 29-1-203, C.R.S., as amended, County and Municipality are expressly authorized to cooperate and contract with each other for any function, service, or facility lawfully authorized to each; and

WHEREAS, County and Municipality have determined that it would be mutually beneficial and in the public interest to enter into this Agreement. Municipality that has entered into an intergovernmental agreement with the County shall be considered a “Participating Jurisdiction” and shall be eligible to participate in the County’s CDBG programs for the County’s qualification period.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein set forth, the sufficiency of which is hereby acknowledged, County and Municipality agree as follows:

I. TERM OF AGREEMENT:

This Agreement covers the CDBG Entitlement program. The initial term of this Agreement shall be for three (3) program years, beginning **July 1, 2020**, ending **June 30, 2023**. Funding for this Agreement is based on Federal fiscal years, which begin October 1st and end September 30th of the following year.

This Agreement shall automatically be renewed for an additional three (3) year term unless either party provides written notice that it elects not to participate in a new qualification period. By the date specified in HUD’s Urban County qualification notice for the next qualification period, County shall provide notice to Municipality of its right not to participate in the additional

term, pursuant to applicable HUD regulations. Any changes to this Agreement required pursuant to HUD's Urban County Qualification Notice shall be made by written amendment to this Agreement, which shall be mutually agreed upon and executed by both Parties hereto and submitted to HUD.

This Agreement shall remain in effect until the CDBG funds and Program Income ("PI") received with respect to activities carried out during the three-year qualification period and any applicable successive qualification periods pursuant to renewals of the Agreement are expended and the funded activities completed, and County and Municipality cannot terminate or withdraw from the Agreement while it remains in effect.

II. RESPONSIBILITIES OF MUNICIPALITY:

- A. Municipality and County Cooperation.** Municipality will cooperate and work with County in the preparation of detailed projects and other activities to be conducted or performed within Municipality during the Federal fiscal years during which this Agreement is in effect. Municipality will also cooperate with County, and County will cooperate with Municipality, to undertake or assist in undertaking community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing. The finalized projects and activities will be included in County's AAP when required, annually. Municipality understands and agrees, however, that County shall have final responsibility for the selection of all projects and activities to be included in the grant requests and the submission of requests. Municipality shall cooperate fully with County in all CDBG Program efforts planned and performed hereunder and does hereby allow and permit County to undertake or assist in undertaking essential community development and housing assistance activities within Municipality as may be approved and authorized in County's CDBG Plans, Agreements and/or Contracts, including the AAP, when required.
- B. Delegation of Administrative and Supervisory Control.** Municipality acknowledges that County is ultimately responsible to HUD for the supervision and administration of any funds received by the Urban County or Participating Jurisdiction under the CDBG Program.
- C. Subrecipient Agreements.** Pursuant to CDBG Regulations, as published in 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570.501(b), Municipality is subject to the same requirements applicable to "subrecipients," including the requirement of a written agreement as set forth in 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570.503. Additionally, County shall use Sub-recipient Agreements for all projects administered on behalf of Municipality and shall notify Municipality of individual project and/or Activity County approvals. The Agreements may contain the Project Name, Project Purpose, Scope of Service, Project Description, Performance Measures, Staffing and Description of System Delivery, Project Budget, Time of Performance, Reporting Requirements, Labor Standards requirements (if any), Environmental Review Requirements and other Financial Information. This Agreement shall govern such elements as PI, Reversion of Assets, Records, Reports and Asset Management.

D. Project Timelines. The timeline for a project or activity shall commence when County provides written notification to Municipality of proposal/project/activity approval and authorization by County and/or HUD and a fully executed Subrecipient Agreement. Municipality shall submit to County, no less frequent than annually, formal Municipality proposals, including a timeline and budget for each project or activity. The timeline shall specify the length of time needed for each phase through the completion of the project or activity. Municipality shall comply and/or require its contractors and/or sub-contractors to comply with the timelines submitted and Municipality shall allocate the funds received hereunder accordingly. Municipality understands that failure to comply with the timelines may result in cancellation of a project or activity and/or the loss of CDBG funding, unless County determines that extenuating circumstances beyond Municipality control exist, permitting the project to proceed and be completed in a reasonable time. Unobligated or unexpended funds not used by Municipality shall be transferred to the allocation formula for redistribution. County will review all CDBG projects and activities to determine whether they are being carried out in a timely manner as required by CDBG Regulations, 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570.902.

E. Payment Process.

1. Applications for Funding. Before County distributes any funds to Municipality under this Agreement, Municipality shall submit to County an application for funding, which shall be in the form and format specified by County and in compliance with HUD regulations.

F. Non-Appropriation Clauses. Municipality agrees that every contract to which it is a party involving the use of CDBG funds allocated hereunder shall include a non-appropriation clause. Such clause shall state that the funding therefore is contingent upon the continuing allocation and availability of CDBG funding and not upon the availability of County General Funds.

1. Accounting Standards. Municipality's financial management system shall be in compliance with the standards specified in OMB Circular A-87. In addition, Municipality shall comply with OMB Circular A-110, Attachment F, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

G. Expenditure Restrictions. All CDBG funds approved by HUD for expenditure under County's Grant Agreement, including those that are identified for Municipality projects and activities, shall be allocated to the specific projects and activities described and listed in Municipality's proposal for funding, Agreements, and Contracts; such funds shall be used for no other purposes. No project, activity, or the amount allocated to a given project or activity may be changed without the written concurrence of County and/or HUD, as required.

H. Additional Spending Limitations. Municipality understands that, while this Agreement is in effect, it may not apply for grants under the “Small Cities” or State CDBG Programs and HOME consortium with other local governments, except through the County regardless whether the County receives a HOME allocation for the Federal fiscal years during which it is participating in the Urban County’s CDBG Program.

I. Municipality as Independent Contractor. Municipality shall be responsible for the direct day-to-day supervision and administration of the projects and activities for which it receives funding under this Agreement. As such, Municipality shall be deemed to be acting as an independent contractor and not as an employee of County. Municipality shall be solely and entirely responsible for its acts and omissions, and the acts and omissions of its elected officials, employees, servants, contractors, and subcontractors during the term and performance of this Agreement. No elected official, employee, servant, contractor, or subcontractor of Municipality shall be deemed to be an employee, servant, contractor, or subcontractor of County because of the performance of any services or work under this Agreement. Municipality, at its expense, shall procure and maintain workers’ compensation insurance and unemployment compensation insurance as applicable and/or required by law. **Pursuant to the Workers’ Compensation Act, § 8-40-202(2)(b)(IV), C.R.S., as amended, Municipality understands that it and its elected officials, employees, and agents are not entitled to workers’ compensation benefits from County. Municipality further understands that it is solely obligated for the payment of Federal and State income tax on any moneys earned pursuant to this Agreement, as applicable. Unemployment insurance benefits will not be available to Municipality unless unemployment coverage is provided by the Municipality or some other entity.**

J. Excessive Force. Municipality has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and;
2. A policy enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.

K. Record Retention. Municipality shall maintain records and accounts of the funds it receives hereunder in accordance with accepted accounting procedures and any applicable Federal and State laws and regulations. Municipality will provide full access to these records to County, the Secretary of HUD or the Secretary’s designee, the Office of Inspector General, and/or the General Accounting Office, so that compliance may be confirmed regarding the expenditure of funds pursuant to this Agreement. Municipality further agrees to provide County, upon request, a copy of any audit records pertaining to Municipality’s CDBG Program operations during the term of this Agreement.

Municipality shall retain all records pertaining to this Agreement for a period of ten (10) Federal fiscal years following the termination of this Agreement.

L. Termination Asset Management. If Municipality terminates its participation in the Urban County CDBG Program, any assets acquired under this Agreement or from CDBG Program funding shall be managed or disposed of in accordance with 24 C.F.R. Volume 1, Subtitle A, Part 85 and any other applicable HUD and/or Federal regulations.

M. Compliance With Local Laws. All responsibilities of Municipality enumerated herein shall be subject to applicable State statutes and regulations and Municipality ordinances, resolutions, and rules and regulations insofar as they apply to projects or activities located within Municipality.

III. RESPONSIBILITIES OF COUNTY:

A. Administrative Oversight. County, as a designated Urban County and Participating Jurisdiction, is ultimately responsible for the administrative oversight and supervision of all funds. As such, it is responsible for ensuring that all funds allocated to Municipality are expended in accordance with the AAP, all Agreements and/or Contracts, and all applicable Federal, State, and local laws, ordinances, resolutions, regulations, and laws pertaining to this Agreement. It is the intent of County to exercise only that degree of administrative and supervisory control concerning Municipality projects and activities as necessary to comply with such requirements and in accordance with the provisions of this Agreement and any Subrecipient Agreement.

B. Distribution of Funds. The distribution of CDBG funds between County and Municipality shall be determined as follows:

- 1. Administrative Allocation.** County shall retain up to twenty percent (20%) of the total CDBG Program funds allocated to County for the purpose of general oversight, management, coordination and related costs. The expenditure of these funds shall be within the sole discretion of County for the aforementioned purposes.
- 2. Allocations to Participating Jurisdictions.** The funds remaining after the subtraction of the administrative allowance outlined above shall be made available to the County and Participating Jurisdictions.
- 3. Application Compliance.** All applications for funds must comply with all applicable Federal laws and regulations before any funds may be distributed.
- 4. Benefit to Low and Moderate Income Residents.** CDBG National Objectives require that at least seventy (70%) of CDBG funds utilized must principally benefit low-to-moderate-income residents. County and Municipality agree to utilize their CDBG Program allocations each year in accordance with CDBG Program National Objective requirements by allocating at least seventy (70%) percent of their funds

toward projects or activities that principally benefit low-to-moderate income residents. In preparing applications for funding, Municipality shall also take into consideration provisions for the elimination of slums or blight and provisions to meet urgent community development needs that are a threat to public health and safety and have become known or serious within the last eighteen (18) months, which are also part of the CDBG Program National Objectives.

IV. MUTUAL RESPONSIBILITIES AND MISCELLANEOUS PROVISIONS:

- A. Compliance With Federal Laws and Regulations.** The Parties shall take all actions to do all things that are appropriate and required to comply with the applicable provisions of the grant agreements received from HUD by County in which Municipality is included. These include but are not limited to: the Act, as most recently amended, including all associated regulations, rules, guidelines, and circulars promulgated by the Federal departments, agencies, and commissions relating to the CDBG Program; the Davis-Bacon Act, as applicable; Section 3, as applicable; Minority-Owned Businesses/Women-Owned Businesses, as applicable; the Contract Work Hours and Safety Standards Act; Title VI of the Civil Rights Act of 1964; Title VIII of the Civil Rights Act of 1968; the Housing and Community Development Act of 1974; The Fair Housing Act; the Uniform Federal Accessibility Standards (UFAS); the Americans With Disabilities Act (ADA); and the Residential Lead-Based Paint Hazard Reduction Act of 1992, as amended, and any associated regulations and rules. Additionally, in accordance with 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570, no employee, official, agent or consultant of the Municipality shall exercise any function or responsibility in which a conflict of interest, real or apparent, would arise. The Parties shall take all actions necessary to assure compliance with County's Urban County certification required by section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws.
- B. Governmental Immunity.** County and Municipality are "Public Entities" as defined under the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as amended. Nothing in this Agreement shall be construed to waive or in any manner limit any of the protections or immunities afforded thereunder.
- C. Fair Housing.** County is prohibited from funding activities that do not comply with HUD's policies and regulations concerning fair housing. Municipality agrees to affirmatively further fair housing. Municipality agrees not to take any actions pursuant to funding it receives under this Agreement that would result in County being in noncompliance with its Fair Housing Certification. Municipality acknowledges that noncompliance by Municipality may constitute noncompliance by County, which may provide cause for funding sanctions or other remedial actions by HUD. Urban County funding shall not be used for activities in, or in support of, any locality that does not affirmatively further fair housing within its own jurisdiction or that impedes County's actions to comply with County's Fair Housing Certification.

D. Reporting. Municipality will file all reports and other information necessary to comply with applicable Federal laws and regulations as required by County and HUD. This includes providing to County information necessary to complete the Consolidated Annual Performance and Evaluation Report (CAPER) in a timely fashion. Requirements will be specified in individual Agreements and/or Contracts. County shall be responsible for confirming the compliance of Municipality projects with applicable Federal laws and regulations. County shall further be responsible for maintaining proper documentation of County's administrative expenses and for determining that all necessary reports and information are filed with HUD and other applicable Federal agencies in a timely fashion.

1. Support of Nonprofit Organizations. County recognizes nonprofit organizations as being valuable partners in addressing the needs of low and moderate-income citizens. Municipality is encouraged to provide financial support utilizing its General funds, CDBG funds, and other available funds to support nonprofit organizations that serve low-income residents within the Urban County and/or Municipality. CDBG funds should supplement activities above and beyond what local Municipality funds normally support; they are not meant to displace use of local support.

2. Termination. This Agreement may only be terminated as provided herein or as otherwise provided by Federal, State, or local law, ordinance, resolution, regulation, or rule.

E. Entire Agreement. This writing constitutes the entire Agreement between the Parties with respect to the subject matter herein, and shall be binding upon the Parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of the Parties.

F. No Third-Party Beneficiary Enforcement. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in the Agreement. It is the express intention of the Parties that any entity other than the Parties receiving services or benefits under this Agreement shall be incidental beneficiary only.

G. Severability. If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable, this Agreement shall be construed and enforced without such provision to the extent that this Agreement is then capable of execution within the original intent of the Parties.

H. Modification and Breach. This Agreement contains the entire Agreement and understanding between the Parties and supersedes any other Agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, notation, renewal, or other alteration of or to this Agreement shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the Parties. No

breach of any term, provision, or clause of this Agreement shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party, or waiver of, a breach by any other Party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

- I. **Prohibition of Fund Use.** The Parties may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act. This requirement is contained in the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act.
- J. **Legal Opinion.** The terms and provisions of this agreement are fully authorized under State and local law and the agreement provides full legal authority for the county.
- K. **Notices.** All notices required herein shall be mailed via First Class Mail to the Parties' representatives at the addresses set forth below:

MUNICIPALITY:

Colleen Whitlow
441 3rd Street
P.O. Box 626
Mead, CO 80542

COUNTY:

Don Sandoval
Weld County
1150 "O" Street
P.O. Box 758
Greeley, CO 80632

IN WITNESS WHEREOF, County and Municipality have duly executed this Agreement, which shall become effective as of the latest date written below.

ATTEST:

TOWN OF MEAD, COLORADO

By: _____,
Clerk

By: _____
Colleen Whitlow, Mayor

ATTEST:

WELD COUNTY Clerk to the Board

**COUNTY OF WELD, STATE OF
COLORADO, by and through the BOARD
OF COUNTY COMMISSIONERS OF THE
COUNTY OF WELD**

By: _____
(Deputy) Clerk to the Board

By: _____
Mike Freeman, Chair

CDBG Urban County Entitlement

What does your municipality need?



Weld County is eligible to become an Urban County according to the U.S. Department of Housing and Urban Development (HUD) because our population is over 200,000.

What is the CDBG program?

Weld County will receive Community Development Block Grant (CDBG) funds of approximately \$960,200 in 2021.

Funds must meet three national objectives:

- Principally benefit low- and moderate-income persons
- Prevent and/or eliminate slums and blights
- Satisfy an urgent need in a community

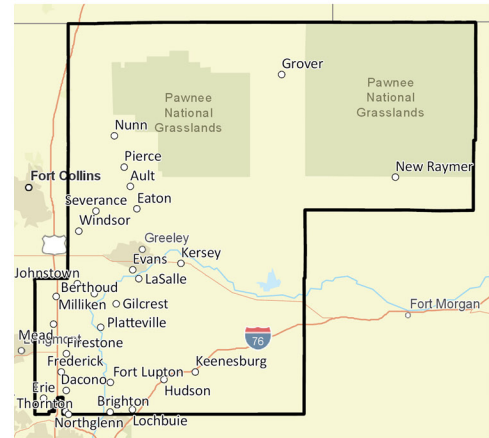
What does this mean for you?

Your municipality might have areas where improvements are needed.

Funds may be used to improve infrastructure, utilities and housing related to sidewalks, roofing and more.

At least 70% of funds Weld County receives must benefit low- and moderate-income persons.

Municipalities must let HUD know of its intent to participate or not participate in Weld County's Urban County designation. Those participating may apply for funds through the county CDBG program for eligible activities. This participation means the municipality will be exempt from applying for state CDBG funds.



Why should you sign on?

- You'll be working with people you know, people you understand and municipalities you share borders with.
- You won't be competing with other counties across the state to receive funding for improvement projects.
- You can help low- and moderate-income persons in your community and neighboring communities. Come together to improve our county. It's simply the Weld County way.

What's next?

Weld County will submit a Consolidation Plan and Action Plan along with Cooperation Agreements with municipalities to HUD.

We welcome the opportunity to meet with each municipality to discuss all aspects of this opportunity as well as needs in your communities.



Don Sandoval, Weld County CDBG Manager
(970) 400-4480 • dosandoval@weldgov.com



OFFICE OF BOARD OF COMMISSIONERS
PHONE: 970-336-7204
FAX: 970-336-7233
1150 O STREET
P.O. BOX 758
GREELEY, COLORADO 80632

March 5, 2020

The Honorable Colleen Whitlow
Mayor of Mead
P.O. Box 626
Mead, CO 80542

Dear Mayor Whitlow,

We are pleased to inform you the U.S. Department of Housing and Urban Development (HUD) notified Weld County that it may qualify for designation as an Urban County. Weld County intends to seek that designation and, if successful, will be eligible to receive an allocation of Community Development Block Grant (CDBG) funds for federal fiscal years 2020-21.

The goal of the CDBG program is to provide funds for decent housing and suitable living environments, along with the expansion of economic opportunities, principally for low- and moderate-income persons.

HUD requires municipalities within Weld County that are not Entitlement Cities to notify HUD and the county of its intent to be included or excluded for participation in Weld County's designation of an Urban County. This designation will allow Weld County to receive nearly one million dollars for each of the next three years to be used to principally benefit low- and moderate-income persons both in your community and in unincorporated portions of the county through a grant program operated by the county.

If your municipality is included in the Urban County designation, HUD requires an intergovernmental agreement (IGA), called a Cooperation Agreement, to be made with Weld County. As a result of participation in the Urban County, the local government will be exempt from applying for CDBG funding from the State of Colorado or participating in other HOME or ESG consortiums. Should Weld County receive a percentage of HOME or ESG funding, incorporated municipalities participating in the CDBG program are automatically included in a HOME or ESG consortium with Weld County.

HUD requires municipalities to notify Weld County and HUD in writing of their intent to be included or excluded from the Urban County by June 2, 2020. We would appreciate the opportunity to further discuss this program with the you. We request you send us the signed Intergovernmental Agreement as soon as possible. Please feel free to contact Don Sandoval CDBG Manager at dosandoval@weldgov.com or 1150 O Street, PO Box 758, Greeley, CO 80632 with any questions.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

Mike Freeman, Chair

c: Don Sandoval, CDBG Manager



Agenda Item Summary

MEETING DATE: Board of Trustees – April 13, 2020

SUBJECT: Mead Development Impact Fee Study RFP

PRESENTED BY: Jeremiah Fettig, Planner I

SUMMARY

This is a request for the Board of Trustees (BOT) to enter into a contract with Willdan Financial Services for the purpose of updating the Town’s existing development impact fee study and associated fee schedule. The Board allocated \$60,000 for this project upon approval of the 2020 budget approved in late 2019. Willdan Financial Services has proposed a budget of \$46,010 to complete the work outlined in the RFP.

On February 26, 2020, staff issued a request for proposals (RFP) soliciting consultants qualified and available to do the work. Staff received three proposals by the March 24, 2020 deadline. An internal committee reviewed and ranked the proposals, and unanimously selected Willdan Financial Services for the contract, based largely on credentials, experience, availability and value as the lowest responsive bidder.

The existing impact fee study utilized a methodology that did not take into account all of the future improvements that will be required to accommodate anticipated growth in Mead. As a result, the current impact fees are not enough to account for future regional road, park and other facilities that will be required to keep pace with new development.

The objective of the 2020 impact fee study will be to evaluate the Town’s existing facilities portfolio, analyze future growth and development trends and recommend appropriate impact fees designed to fund additional needs. The scope of work includes, but is not limited to, identifying best practices and methodologies, collecting data, analyzing Town needs, conducting a fee survey of surrounding municipalities, making recommendations, and generating a final report for adoption. The end result will be a study and corresponding fee schedule that more effectively ensures that future growth pays its own way in terms of providing necessary infrastructure.

FINANCIAL CONSIDERATIONS

Willdan Financial Services has proposed a budget of \$46,010 to complete the work outlined in the RFP, which is well under the \$60,000 budgeted for the project.



STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends entering into a contract with Willdan Financial Services to conduct the study and revise the current fee schedule.

Recommended motion: I move to adopt Resolution No. 49-R-2020 – a resolution of the Town of Mead, Colorado awarding the contract for Development Impact Fee Study consulting services to Willdan Financial Services, in the not-to-exceed amount of \$46,010.00.

ATTACHMENTS:

1. Resolution No. 49-R-2020
2. RFP Mead Development Impact Fee Study
3. Willdan Financial Services Proposal

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 49-R-2019**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, AWARDING
THE CONTRACT FOR DEVELOPMENT IMPACT FEE STUDY
CONSULTING SERVICES TO WILLDAN FINANCIAL SERVICES**

WHEREAS, the Town of Mead is authorized under C.R.S. § 31-15-101 to enter into contracts for any lawful municipal purpose; and

WHEREAS, the Town desires to update its impact fees and solicited proposals for services related to completing the Town’s 2020 Development Impact Fee Study (the “Project”) by posting a request for proposals (“RFP”) on the Rocky Mountain E-Purchasing System; and

WHEREAS, the goals of the Project include: (1) analyzing and recommending methodologies to determine the assessment of impact fees, (2) analyzing and recommending appropriate impact fees to fund the Town’s capital improvement needs, as the same relate to the continuing growth and development of the Town, and (3) providing an impact fee rate comparison with surrounding public entities; and

WHEREAS, Town Staff has evaluated the proposals from firms that responded to the RFP, including the specific ranking criteria set forth in the RFP, and is recommending that the contract for services related to the Project be awarded to **Willdan Financial Services** (the “Contractor”); and

WHEREAS, the Board of Trustees desires to approve the Agreement for Professional Services (“Agreement”) with Contractor in the not-to-exceed amount of forty-six thousand ten dollars (\$46,010.00), in substantially the form attached to this Resolution as **Exhibit 1**; and

WHEREAS, the Board further desires to authorize the Mayor to execute the Agreement on behalf of the Town once in final form.

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

Section 1. The Board of Trustees hereby: (a) awards the Project to the Contractor in the not-to-exceed amount of forty-six thousand ten dollars (\$46,010.00), (b) authorizes the Town Attorney to make such changes as may be needed to correct any non-material errors or language or to negotiate such changes to the Agreement as may be appropriate and that do not materially increase the obligations of the Town, and (c) authorizes the Mayor to execute the Agreement on behalf of the Town, after the Contractor has delivered the executed Agreement to the Town, together with proof of insurance, and any other documents specifically required by the Agreement.

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 13TH DAY OF APRIL, 2020.

ATTEST:

TOWN OF MEAD

By _____
Mary E. Strutt, MMC, Town Clerk

By _____
Colleen G. Whitlow, Mayor

Town of Mead | Colorado

Proposal

Development Impact Fee Study



PROPOSER'S CERTIFICATION

Note: return this page with your proposal.

The undersigned, as an authorized agent of the proposer, hereby certifies:

- () the receipt of _____ addendums;
- (X) familiarization with all instructions, terms and conditions, and specifications stated in this RFP;
- (X) the proposer is qualified to perform the work and services outlined in this RFP;
- (X) that the proposal is valid until June 18, 2020 (date).

Willdan Financial Services

Company Name



Authorized Signature

1555 South Havana Street, Suite F305

Mailing Address

Chris Fisher

Printed Name

Aurora Colorado 80012

Town, State, Zip Code

Vice President – Group Manager

Title

330302345

Federal Employee ID Number (FEIN)

(303) 990-4616

Phone Number

Corporation

Type of Entity (sole proprietorship, LLC partnership, LLP, corporation, etc.)

(888) 326-6864

Fax Number

www.Willdan.com

Website (if applicable)

CFisher@Willdan.com

Email Address



March 24, 2020

Ms. Erica Rasmussen
Town Engineer/Public Works Director
Town of Mead
441 Third Street
Mead, CO 80542

Re: Proposal to Prepare a Development Impact Fee Study for the Town of Mead

Dear Ms. Rasmussen:

Willdan Financial Services (“Willdan”) is pleased to submit this proposal to the Town to update the Municipal Facilities; Parks and Open Space; Storm Drainage; and Transportation Development Impact Fees. Willdan’s project approach helps to ensure the preparation of a development impact fee update that will withstand technical challenges and public scrutiny.

Given Willdan’s extensive development impact fee experience, we are particularly well positioned to serve the Town and help it reach its long-term goals. Explained below are our primary advantages.

Unmatched experience defending and implementing fee programs. Willdan’s development impact fee staff has assisted more than 100 government agencies with the development and/or update of all fee types and is fortunate to be in a position that will provide a tremendous benefit to the Town. Each project has required defensible documentation and thorough coordination of fee program changes for different agency departments and stakeholders within the business community. In some cases, Willdan has been required to negotiate fees with stakeholders and, on occasion, defend them in meetings and public forums.

We are particularly strong in advising our clients on the advantages and disadvantages of different fee schedule structures (agency-wide versus multiple-fee districts/zones; more versus fewer land-use categories; etc.) and methods of fee calculation that are based on the Town’s and stakeholder priorities.

Best-in-class development impact fee team that can work immediately to update your development impact fee program. The Willdan team begins a project by evaluating the agency’s existing fee program, if available, and current capital planning policies and funding programs. Not all capital projects are amenable to funding from development impact fee programs, and we identify sources that complement fee revenues to fully fund the capital improvement program. The team’s Principal-in-Charge Mr. Edison and Project Manager, Mr. Burnett, are well respected by our clients for their skill in proactively organizing a clear, consensus-based project approach.

Communicating the Results — Sound technical analysis is only one element of this process. To gain political and community acceptance, it will be equally important to effectively communicate results and implications of the proposed fee structures to Town staff, Board of Trustee members and key stakeholders. Willdan will work with Town staff to develop educational materials to help educate stakeholders.

Conflict of Interest Statement — Willdan is not aware of any actual, apparent, direct, or potential conflicts of interest that would arise from any work performed by us that would impair or impede our ability to perform objectively for the Town of Mead.

We are excited about this opportunity to use our skills and expertise to serve the Town of Mead. To discuss any aspect of our submittal, please contact Senior Project Manager Kevin Burnett at (303) 990-4616, or via email at KBurnett@Willdan.com. As a Vice President of Willdan Financial Services, I am authorized to bind the firm to the terms of this proposal, as well as the subsequent agreement. Willdan acknowledges herein its willingness to maintain all specified fees and services for a period of ninety (90) days from the closing date of March 24, 2020.

Sincerely,

WILLDAN FINANCIAL SERVICES

A handwritten signature in blue ink, appearing to read 'Chris Fisher', is written over the company name.

Chris Fisher
Vice President - Group Manager
Financial Consulting Services



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General Information

Willdan Firm Background

Willdan Financial Services is an operating division within Willdan Group, Inc. (WGI), which was founded in 1964 as an engineering firm working with local governments. Today, WGI is a publicly-traded company (ticker: WLDN). WGI, through its subsidiaries, provides professional technical and consulting services that ensure the quality, value and security of our nation’s infrastructure, systems, facilities, and environment. The firm has pursued two primary service objectives since its inception—ensuring the success of its clients and enhancing its surrounding communities.

In doing so, Willdan has gained a notable reputation for technical excellence, cost-effectiveness, and client responsiveness in providing superior consulting services. The company's service offerings span a broad set of complementary disciplines that include engineering and planning, energy efficiency and sustainability, and financial and economic consulting. Willdan has crafted this set of integrated services so that, in the face of an evolving environment—whether economic, natural, or built—Willdan can continue to extend the reach and resources of its clients.

Currently, WGI has over 1,300 employees operating from offices in **Arkansas, Arizona, California, Colorado, Connecticut, District of Columbia, Florida, Illinois, Kansas, Kentucky, Maryland, Nevada, New Jersey, New York, Ohio, Oregon, Utah, Texas, and Washington.**

Willdan Financial Services

Established on June 24, 1988, Willdan Financial Services is a national firm, and is one of the largest public sector financial consulting firms in the United States. Willdan assists local public agencies by providing the following services:

- Utility rate and cost of service studies;
- User fee studies;
- Cost allocation studies;
- Municipal Advisor Services
- Real estate economic analysis;
- Tax increment finance district formation and amendment;
- Property tax audits;
- Financial consulting;
- Development impact fee establishment and analysis;
- Economic development plans and strategies;
- Feasibility studies;
- Housing development and implementation strategies;
- Debt issuance support; and
- Long-term financial plans and cash flow modeling.

With a staff of nearly 80 people, and office locations in **Temecula, CA; Aurora, CO; Oakland, CA; Orlando, FL; Plano TX; Washington, DC; and Phoenix, AZ** we have helped over 1,200 public agencies successfully address a broad range of financial challenges, such as financing the costs of growth and generating revenues to fund desired services.

Local Office

Provided in the table below is the Local office from which the Town of Mead engagement will be conducted.

Contact Information
Project Manager
Kevin Burnett, Senior Project Manager
1555 South Havana Street, Suite F-305 Aurora, Colorado 80012
Tel#: (303) 990-4616 Email: KBurnett@Willdan.com

Organizational Structure

The organization chart located to the right represents Willdan’s reporting structure, including the operating groups and the responsible manager, as well as the assets available to the Town of Mead.



Qualifications of the Firm

Key Team Members

Our management and supervision philosophy for the project team is very simple: staff every position in sufficient numbers with experienced personnel to deliver a superior product and convey results to decision makers in meetings, on time and on budget. With that philosophy in mind, we have selected experienced professionals for the Town's engagement. We are confident that our team possesses the depth of experience that will successfully fulfill the desired work performance.

Managing Principal **James Edison, JD, MPP**, will serve as the **Principal-In-Charge/Technical Advisor**. His responsibilities will include overseeing consultant tasks, the quality of work products and assuring timely completion of the project. He has been selected for this role because of his familiarity with innovative approaches to funding public facilities. Mr. Edison is a former bond attorney, and a member of the California State Bar. With this knowledge and expertise overseeing the Town's project, he can be of assistance in advising, and addressing matters that are related to the review and/or preparation of an impact fee and nexus study. Mr. Edison will produce key elements of the analyses developed, and will be responsible for the project deliverables.

Mr. **Kevin Burnett, MA**, will serve as the **Project Manager** for the Town's development impact fee study. He maintains over 19 years of utility rate, development impact fee, financial and capital planning experience and has conducted over 75 projects. He will work closely with the Town to ensure client satisfaction, flow of communication, and management of the project which will coincide with the specified project budget and schedule. In addition, Mr. Burnett will attend meetings and presentations, produce key elements of the analyses developed, and will be responsible for the project deliverables.

Mr. **Carlos Villarreal, MPP** and Mr. **Michael Cronan** will serve in the role of **Financial Analysts**, collecting, interpreting, and analyzing the data necessary for the study, and working with the team to develop and tailor the overall model to the specific needs and objectives of the project at hand, and incorporate the applicable data.

Project Dedication

Willdan's Financial Consulting Services group is composed of a team of over 20 professional consultants. While each member of the project team currently has work in progress with other clients, the workload is at a manageable level with sufficient capacity to meet the needs of the Town specific to the schedule and budget for this engagement.

Furthermore, Willdan as a whole is composed of over 1,300 employees, including a cadre of public finance experts. If necessary, the team can recruit additional, qualified individuals from our employee roster to assist with the completion of this engagement to deliver the final materials on time and within budget. We do not anticipate staffing changes during the course of the project, however, should the situation arise, any change in team members will be discussed and approved in concert with the Town prior to the change being made.

Resumes

Provided on the following pages are resumes for our project team.

James Edison, JD, MPP

Principal-in-Charge

Education

Juris Doctorate, Boalt Hall School of Law, University of California, Berkeley

Master of Public Policy, Richard and Rhoda Goldman School of Public Policy, University of California, Berkeley

Bachelor of Arts, magna cum laude, Harvard University

Professional Registrations

Member of State Bar, California

Licensed Real Estate Broker, California

Affiliations

Council of Development Finance Agencies

CFA Society of San Francisco

Congress for the New Urbanism

Urban Land Institute

Seaside Institute

International Economic Development Council

20 Years' Experience

Mr. James Edison specializes in the nexus between public and private, with expertise in public-private partnerships, and the benefits of economic development to municipalities and state, provincial, regional and national governments. He possesses deep expertise in land use economics, with a specialty in finance and implementation, including fiscal impact and the public and private financing of infrastructure and development projects, both in the U.S. and internationally. Mr. Edison's public-sector experience includes local and regional economic impact studies; fiscal impact evaluations; new government formation strategies; and the creation of impact fees, assessments, and special taxes to fund infrastructure and public facilities. He has conducted numerous evaluations of the economic and fiscal impact of specific plans and consulted on a wide variety of land use planning topics related to community revitalization and the economic and fiscal impacts of development.

As a former bond attorney, Mr. Edison understands the legal underpinnings and technical requirements of public financing instruments and has advised both public and private clients on the use of individual instruments, and the interaction between those instruments and the needs of developers and project finance.

Related Experience

Town of Queen Creek, AZ – Non-Utility Impact Fee Study: Mr. Edison served as the project advisor for the Town's comprehensive update to the public safety, fire, Town facilities, library, parks and transportation impact fees.

City of Morgan Hill, CA – Development Impact Fee Update: Mr. Edison managed the update of the City's existing nexus study, which included general government, fire, police, parks and recreation, library and storm drain fee categories. The project scope included stakeholder outreach. The City has once again engaged Willdan to update their impact fees.

City of Santa Clara, CA – Parks Fee Update: Mr. Edison served as principal-in-charge of the City's park impact fee update. This project included a demographic analysis and estimation of the cost of acquiring and improving public park land.

City of Alameda, CA – Comprehensive Impact Fee Update: Mr. Edison led the Willdan team updating the impact fee programs of the City of Alameda and creating a separate impact fee program for Alameda Point, the former Alameda Naval Air Station.

County of Tulare, CA – Countywide Impact Fees: Mr. Edison served as project manager for a study that involved the creation of an impact fee program for the County. The study includes a range of facilities including public protection, library and parks, as well as a transportation facilities impact fee, with different fees calculated for two zones in the County.

City of Fremont, CA – Comprehensive Impact Fee Update: Mr. Edison led the Willdan team in the successful update of the impact fee programs for the City of Fremont. The effort included an update of the City's transportation impact fee program and capital improvement program.

County of Riverside, CA – Comprehensive Impact Fee Update: Mr. Edison led the effort to prepare a comprehensive update of the County's fee program, including facilities fees for fire, police, parks, criminal justice, libraries and traffic. He prepared the technical and analytical documents necessary to calculate the fee and establish the necessary nexus to collect it, as well as presented the fees during public hearings to the County Board of Supervisors. The County has engaged Willdan to update its fees again.

Stanislaus County Council of Governments, CA – Regional Transportation Fee Update: Mr. Edison worked on an update of the County's transportation impact fee program. Key tasks included a revised capital improvement program and fee model, along with a public participation process that ensures buy in from the communities of Stanislaus County and the County government itself.

Kevin Burnett, MA

Project Manager

Education

Master of Arts,
Economics, State
University of
New York, Buffalo

Bachelor of Arts,
University of
Waterloo, Ontario

Areas of Expertise

Financial Planning

Cost of Service Studies

Rate Design

Development Impact
Fees

Bond Feasibility

Affiliations

American Water Works
Association

19 Years' Experience

Mr. Kevin Burnett has been selected to serve in the role of Project Manager due to his 19 years of financial consulting experience, which is centered upon utility and non-utility development impact fees in Colorado, Arizona, California and New Mexico.

Related Experience

City of Rio Rancho, NM – Impact Fee Study: Mr. Burnett served as project manager for a utility (water sewer and drainage) and non-utility (public safety, parks, bikeways and trails and roads) impact fee study. The study sought to identify the proportionate cost placed on the City's facilities and systems by anticipated new development. Meetings were held with the City's citizen advisory committee to help educate the public and solicit feedback.

Town of Queen Creek, AZ – Impact Fee Study: Mr. Burnett served as the project manager for the Town's comprehensive update to the public safety, fire, Town facilities, library, parks and transportation impact fees. The purpose of the fees was to ensure that growth was paying for its proportionate share of development costs and did not unnecessarily burden existing development.

City of Chandler, AZ – System Development Charge Study: Mr. Burnett served as project manager for an update to the City's water system water resource and sewer system development charges. Fees were developed to distinguish between residential and non-residential customers, based on the impact each customer class was anticipated to place on the system. Meetings were held with the development community to obtain buy-in to the process.

Town of Buckeye, AZ – Utility and Non-Utility Impact Fees: Served as analyst on a study to develop both utility and non-utility impact fees. Given its uniqueness, impact fees were developed by zones to accommodate growth projections for district service areas within the Town.

City of Lake Havasu City, AZ – Impact Fee Study: Served as project manager for a non-utility impact fee study that examined fees for police, fire, general government and transportation. The study identified the proportionate costs to serve each customer class. Meetings were held with the development community to explain the process undertaken to develop the fees and to educate the community on the use and application of the fees.

Town of Prescott Valley, AZ – Utility Connection Fee and Non-Utility Impact Fee Study: Served as project manager for a comprehensive study to update the Town's water and sewer connection fees as well as non-utility impact fees, including general government, library, police and fire. The project involved multiple meetings with a citizen committee, comprised of various members of the Town, including both residents and developers to help generate support for the updated fees.

Town of Parker, AZ – Water and Roads Impact Fee Study: Served as project manager on a study (and the subsequent update) to develop first time water and roads for the Town; a landlocked, nearly built-out community of one square mile. The Town acquired property for a future community named Parker South, an annexed parcel of land 20 miles south of the original Town. Existing water usage patterns and estimates of water production was used to estimate the per equivalent dwelling unit water service to the undeveloped community of Parker South.

City and County of Denver, CO – Sanitary Sewer and Storm Drainage Rate, Connection Fee and Bond Feasibility Study: Mr. Burnett served as project manager and lead analyst for a six-year financial analysis of the City's Wastewater Enterprise Fund. The study included projection of rate increases to maintain the financial viability of the Enterprise Fund. The City and County of Denver has engaged Willdan to conduct a new study to review the operations of the sanitary sewer and storm drainage utilities and complete a benchmarking analysis to other front range and national entities in terms of rate structures and billings.

Carlos Villarreal, MPP

Financial Analyst

Education

Master of Public Policy,
Richard and Rhoda
Goldman School of
Public Policy, University
of California, Berkeley

Bachelor of Arts,
Geography, University of
California, Los Angeles;
Minor in Public Policy
and Urban Planning

Areas of Expertise

Fiscal Impact Analyses

Development Impact
Fees

Public Facilities
Financing Plans

GIS Analysis

14 Years' Experience

Mr. Carlos Villarreal is proposed to serve in the role of Financial Analyst due to his experience documenting nexus findings for development impact fees, preparing capital improvement plans, facilitating stakeholder involvement, and analyzing the economic impacts of fee programs. He has supported adoption of fee programs funding a variety of facility types, including, but not limited to transportation, parks, library, fire, law enforcement and utilities.

Related Experience

City of Morgan Hill, CA – Development Impact Fee Update: Mr. Villarreal served as project manager for a study to update the City's existing nexus study, including general government, fire, police, parks and recreation, library and storm drain fee categories. The project scope included stakeholder outreach. The City has once again engaged Willdan and Mr. Villarreal is serving as the project manager on the project.

City of Santa Clara, CA – Parks Fee Update: As assistant project manager to Mr. Edison, Mr. Villarreal collected the necessary data to update the City's park impact fee. This project included a demographic analysis and estimation of the cost of acquiring and improving public park land.

City of Upland, CA – Impact Fee Study Update: Conducted a study to update the City's impact fee program, including general government, regional transportation, water, sewer, storm drain and park fees. Traffic fees were established within the San Bernardino Associated Governments' (SANBAG) guidelines to provide a local funding source for improvements of regional significance.

City of Alameda, CA – Development Impact Fee Update: Mr. Villarreal served as the lead project analyst for this engagement to update the City's impact fee program. He coordinated with the City to gather the pertinent data for the project, and was instrumental in preparing the nexus study, in addition to participating in the presentation to stakeholders and the City Council

County of Stanislaus, CA – Impact Fee Study Update: Mr. Villarreal served in the role of project manager for a study updating the County's existing impact fee program. The program includes a range of facilities, like public protection, library, and parks. The study also included a transportation facilities impact fee, with different fees calculated for two zones in the County. Considerable stakeholder outreach was an integral component of this project.

County of San Benito, CA – Comprehensive Impact Fee Study: In the role of project manager, Mr. Villarreal assisted the County of San Benito with the preparation of an updated and expanded impact fee program. The fee programs included: 1) Capital Improvements Impact Fee; 2) Road Equipment Impact Fee; 3) Fire Mitigation Impact Fee; and 4) Park and Recreation Impact Fee.

City of Soledad, CA – Development Impact Fee Study Update: Mr. Villarreal managed the update of the City's impact fee program, specifically changes in demographics, growth projections, project costs, and facility standards. In particular, the City had to revise its capital facilities needs to accommodate a much lower amount of growth than what was projected before 2007. The resulting fees funded new development's share of planned facilities, while not overburdening development with unnecessary costs.

Rodeo-Hercules Fire Protection District, CA – Fire Impact Fee Update: Mr. Villarreal served as project manager for the District's fire impact fees update. The fee will be charged in two jurisdictions, the City of Hercules and the unincorporated community of Rodeo. The fees were adopted by the City Council in September 2009 and were presented to the Board of Supervisors in December 2009. At present, Mr. Villarreal is assisting the District with an update to their fire impact fee.

City of Parkland, FL – Comprehensive Impact Fee Study: Mr. Villarreal served in the role of lead project analyst for the preparation of the City's impact fee study. The study updated impact fees to fund new development's share of future park and recreation, public safety, general government and library facilities. The study revised the City's existing impact fee methodology to streamline fee administration and calibrate fees with current project costs. The project included a presentation to the City Commission, where the Willdan team explained its findings and solicited feedback from the commissioners prior to finalization of the report.

Michael Cronan

Financial Analyst

Education

Bachelor of Arts and Science; University of Central Florida

Areas of Expertise

Utility Rate Studies

User Fee Studies

Financial Forecast Modeling

3 Years' Experience

Mr. Cronan is an analyst with three years of experience within Willdan's Financial Consulting Services group. His primary function is to support project managers and senior analysts with utility rate studies. He specializes in analysis for a variety of clients, including cities, water districts, and public utilities. Outlined below is Mr. Cronan's relevant project experience.

Select Relevant Experience

City of Fruita, CO — Sewer Rate Study: Mr. Cronan provided analytical support to the project manager and principal consultant for the City's comprehensive sewer rate study. The study sought to determine the costs of operating the utility for a five-year period while equitably recovering costs from each customer class. An evaluation of changing the current flat rate approach for residential customers to a volume based average winter consumption approach was also evaluated.

City of Denver, CO – Sanitary Sewer and Storm Drainage Benchmarking and Storm Drainage Impact Fee Study: Mr. Cronan is serving as the lead analyst on a benchmarking study to review and compare the City's current rate structures to those of other front range and national utilities. The intent of the study is to identify potential areas for refinement to the City's current rate structures. Mr. Cronan is also serving as lead analyst for developing and implementing first time storm drainage impact fees for the City.

City of College Station, TX – Electric Rate Study: Mr. Cronan was the analyst for the City's electric retail rate and cost-of-service study.

GRU/Gainesville, FL - Combined Utility Rate Project: Mr. Cronan assisted senior project staff on Willdan's recent combined utility rate project conducted for Gainesville Regional Utilities, in Gainesville, Florida and included a comprehensive revenue requirement, cost of service analysis, and rate design for their electric, water, wastewater, and natural gas utility systems.

City of Oviedo, FL – Utility System and General Financial Services: Mr. Cronan provides analytical support to the project team members serving the City's on-call engagements for Utility System and Financial Services.

City of Gastonia, NC – Utility Rate Study: Mr. Cronan is serving as the financial analyst for the City's water & wastewater rate study, revenue bond financial feasibility, and system development fee study.

McKinleyville Community Services District, CA – Water and Sewer Utility Rate Study: Willdan was retained to update the models, develop the CSD's water and sewer rates and assist with the required Proposition 218 noticing process. Mr. Cronan is providing analytical support to the project's senior team.

City of Claremont, CA – Sewer Rate Study: Mr. Cronan provided analytical support for the City's sewer rate study. He gathered and verified data for the project manager and principal consultant.

Twentynine Palms, CA – Sewer Treatment Facility Fair Share and Sewer Rate Analysis: Mr. Cronan is providing analytical support in the development of the model to support to the project's senior team on the City of Twentynine Palms' sewer treatment facility fair share analysis. This study also includes a sewer rate study, specific to the new treatment plant and its customers.

City of Pinole, CA – Sewer Utility Rate Study: The City retained Willdan to prepare a sewer rate analysis that included a new sewer rate schedule that meets current and near-term projected system revenue requirements. Mr. Cronan provided analytical support for this engagement, gathering and verifying necessary data, and assisting in the development of the model and the completion of the report.

City of Richmond, CA — Sewer Rate Study: Mr. Cronan served as the project analyst and provided support for the City's sewer rate study. He gathered and verified data for the project manager and lead project consultant and played a significant role in the development of the customer database and financial model.

Approach to Services

This section outlines Willdan's understanding of the situation surrounding the Town's need to update their development impact fees. Also outlined is an overview of our impact fee project approach.

Project Understanding

The Town is seeking a consultant to update the following development impact fees to ensure a fair and reasonable fee structure, while meeting the requirements of Colorado Revised Statutes (CRS 29-20-104.5).

- Municipal Facilities;
- Storm Drainage; and
- Parks and Open Spaces;
- Transportation.

The resulting fees will fund new development's share of planned facilities, while not overburdening development with unnecessary costs.

Project Objectives

The objective of this project is to prepare development impact fees pursuant to Colorado State law. To accomplish this objective, this study will:

- Develop a technically defensible fee justification, based on the reasonable relationship and deferential review standards;
- Review and update facility standards, capital facilities plans and costs, and development and growth assumptions;
- Provide a schedule of maximum-justified fees by land use category; and
- Provide comprehensive documentation of assumptions, methodologies, and results.

Many agencies have had to adopt a policy of "growth pays its own way." This policy shifts the burden of funding infrastructure expansion from existing rate and taxpayers onto new development. This funding shift has been accomplished primarily through the imposition of assessments, special taxes, and development impact fees. Assessments and special taxes require approval of property owners or registered voters and are appropriate when the funded facilities are directly related to the developing property. Development impact fees, on the other hand, are an appropriate funding source for facilities that benefit development jurisdiction-wide. Development impact fees need only a majority vote of the Town's Board of Trustees for adoption.

Summary of Approach

Willdan's methodology for calculating development impact fees is both simple and flexible. Simplicity is important so that the development community and the public can easily understand the justification for the fee program. At the same time, we use our expertise to reasonably ensure that the program is technically defensible.

Flexibility is important, so we can tailor our approach to the available data, and the agency's policy objectives. Our understanding of the technical standards established by statutes and case law (for example Krupp vs Breckenridge) suggests that a range of approaches are technically defensible.

Consequently, we can address policy objectives related to the fee program, such as economic development and affordable housing. Flexibility also enables us to avoid excessive engineering costs associated with detailed facility planning. We calculate the maximum justifiable development impact fee and provide flexibility for the agency to adopt fees up to that amount.

Development impact fees are calculated to fund the cost of facilities required to accommodate growth. The four steps followed in a development impact fee study include:

Estimate existing development and future growth: Identify a base year for existing development and a growth forecast that reflects increased demand for public facilities;

Identify facility standards: Determine the facility standards used to plan for new and expanded facilities;

Determine facilities required to serve new development and their costs: Estimate the total amount and cost of planned facilities, and identify the share required to accommodate new development; and

Calculate fee schedule: Allocate facilities costs per unit of new development to calculate the development impact fee schedule.

We discuss key aspects of our approach to each of these steps in the subsections that follow.

Growth Projections

In most cases, we recommend use of long-range market-based projections of new development. By “long-range” we suggest 20 to 30 years to: capture the total demand often associated with major public facility investments; and support analysis of debt financing, if needed.

In contrast to build out projections, market-based projections provide a more realistic estimate of development across all land uses. Build out projections typically overestimate commercial and industrial development because of the oversupply of these land uses relative to residential development. We recognize that estimates for 20 to 30 years may be difficult to identify, and we will use a more identifiable period of 5 years.

Facility Standards

The key public policy issue in development impact fee studies is the identification of facility standards (step #2, above). Facility standards document a reasonable relationship between new development and the need for new facilities. Standards ensure that new development does not fund deficiencies associated with existing development.

Our approach recognizes three separate components of facility standards:

1. **Demand standards** determine the amount of facilities required to accommodate growth. Examples include park acres per thousand residents or vehicle miles traveled (VMT);
2. **Design standards** determine how a facility should be designed to meet expected demand, for example park improvement requirements and technology infrastructure for office space. Design standards are typically not explicitly evaluated as part of a development impact fee analysis but can have a significant impact on the cost of facilities. Our approach incorporates current facility design standards into the fee program to reflect the increasing construction cost of public facilities; and
3. **Cost standards** are an alternate method for determining the amount of facilities required to accommodate growth based on facility costs per unit of demand. Cost standards are useful when demand standards were not explicitly developed for the facility planning process. Cost standards also enable different types of facilities to be analyzed based on a single measure (cost or value), useful when disparate facilities are funded by a single fee program. Examples include facility costs per capita or per vehicle trip.

Identifying New Development Facility Needs and Costs

We can take several different approaches to identify facility needs and costs to serve new development. Typically, this is a two-step process: 1) identify total facility needs; and 2) allocate to new development its fair share of those needs. Total facility needs are often identified through a master facility planning process that typically takes place concurrent with or prior to conducting the fee study. Engineered facility plans are particularly important in the areas of traffic, and stormwater due to the specialized technical analysis required to identify facility needs.

There are three common methods for determining new development’s fair share of planned facilities costs: 1) the existing inventory method; 2) the planned facilities method; and 3) the system plan method. Often the method selected depends on the degree to which the community has engaged in comprehensive facility master planning to identify facility needs.

The formula used by each approach and the advantages and disadvantages of each method is summarized on the page that follows:

Existing Inventory Method

The existing inventory method allocates costs based on the ratio of existing facilities to demand from existing development as follows:

$$\frac{\text{Current Value of Existing Facilities}}{\text{Existing Development Demand}} = \$/\text{unit of demand}$$

Under this method new development funds the expansion of facilities at the same standard currently serving existing development. By definition, the existing inventory method results in no facility deficiencies attributable to existing development. This method is often used when a long-range plan for new facilities is not available. Only the initial facilities to be funded with fees are identified in the fee study. Future facilities to serve growth are identified through an annual Capital Improvement Plan (CIP) and budget process, possibly after completion of a new facility master plan.

Planned Facilities Method

The planned facilities method allocates costs based on the ratio of planned facility costs to demand from new development as follows:

$$\frac{\text{Cost of Planned Facilities}}{\text{New Development Demand}} = \$/\text{unit of demand}$$

This method is appropriate when specific planned facilities can be identified that only benefit new development. Examples include street improvements to avoid deficient levels of service or a sewer trunk line extension to a previously undeveloped area. This method is appropriate when planned facilities would not serve existing development. Under this method new development funds the expansion of facilities at the standards used for the master facility plan.

System Plan Method

This method calculates the fee based on the ratio of the value of existing facilities plus the cost of planned facilities divided by demand from existing plus new development:

$$\frac{\text{Value of Existing Facilities} + \text{Cost of Planned Facilities}}{\text{Existing} + \text{New Development Demand}} = \$/\text{unit of demand}$$

This method is useful when planned facilities need to be analyzed as part of a system that benefits both existing and new development. It is difficult, for example, to allocate a new fire station solely to new development when that station will operate as part of an integrated system of fire stations that work together to achieve the desired level of service. Police substations and regional parks are examples of similar facilities.

The system plan method ensures that new development does not pay for existing deficiencies. Often, facility standards based on policies such as those found in General Plans are higher than existing facility standards. This method enables the calculation of the existing deficiency required to bring existing development up to the policy-based standard. The local agency must secure non-fee funding for that portion of planned facilities, required to correct the deficiency, to ensure that new development receives the level of service funded by the development impact fee.

Calculating the Fee Schedule

The fee schedule uses the cost per unit of demand discussed in the last subsection to generate the fee schedule. This unit cost is multiplied by the demand associated with a new development project to calculate the fee for that project. The fee schedule uses different demand measures by land use category to provide a reasonable relationship between the type of development and the amount of the fee. We are familiar with a wide range of methods for identifying appropriate land use categories and demand measures depending on the particular study.

Related Approach Issues

Funding and Financing Strategies

In our experience, one of the most common problems with development impact fee programs and with many CIPs is that the program or plan is not financially constrained to anticipated revenues. The result is a “wish list” of projects that generate community expectations that often cannot be fulfilled. Our approach is to integrate the development impact fee program into the local agency’s existing CIPs while encouraging those plans to be financially constrained to available resources. We clearly state the cost of correcting existing deficiencies, if any, to document the relationship between the fee program and the need for additional non-fee funding.

We can also address one of the most significant drawbacks of a development impact fee program – the inability to support conventional public debt financing, so projects can be built before all fee revenues have been received. In collaboration with financial advisors and underwriters, we have developed specific underwriting criteria so that fees can be used to pay back borrowing if another source of credit exists.

Typically, this approach involves the use of Certificates of Participation or revenue bonds that are calibrated so that they can be fully repaid using development impact fee revenues.

Economic Development Concerns

The development community often is concerned that fees and other exactions will become too high for development to be financially feasible under current market conditions.

Local agencies have a number of strategies to address this concern, including:

- Conducting an analysis of the total burden placed on development, by exactions, to see if feasibility may be compromised by the proposed fees;
- Gathering similar data on the total fee burden imposed by neighboring or competing jurisdictions;
- Developing a plan for phasing in the fees over several years to enable the real estate market to adjust;
- Providing options for developers to finance development impact fees through assessment and other types of financing districts; and
- Imposing less than the maximum justified fee.

If less than the maximum justified fee is imposed, we will work with staff to identify alternative revenues sources for the CIP. The CIP should remain financially feasible to maintain realistic expectations among developers, policy-makers, and the public.

Stakeholder Participation

Stakeholder participation throughout the study supports a successful adoption process. Our approach is to create consensus first, around the need for facilities based on agreed upon facility standards. Second, we seek consensus around a feasible funding strategy for these needs, leading to an appropriate role for development impact fees.

Gaining consensus among various groups requires a balanced discussion of both economic development and community service objectives. Often, our approach includes formation of an advisory committee to promote outreach to and input from the development community and other stakeholders. We have extensive experience facilitating meetings to explain the program and gain input.

Program Implementation

Fee programs require a certain level of administrative support for successful implementation. Our final report will include recommendations for appropriate procedures, such as:

- Regularly updating development forecasts;
- Regularly updating fees for capital project cost inflation;
- Regularly updating capital facility needs based on changing demands;
- Developing procedures for developer credits and reimbursements; and
- Including an administrative charge in the fee program.

Work Plan

Outlined below is Willdan’s proposed work plan to update development impact for the Town. It is anticipated that Willdan will prepare a technically defensible nexus study for the eight fee categories.

We want to ensure that our scope of services is responsive to the Town’s needs and specific local circumstances. We will work with the Town to revise our proposed scope based on input prior to approval of a contract, and as needed during the course of the study.

Task 1: Identify and Resolve Policy Issues

Objective: Identify and resolve policy issues raised by the study.

Description: Review agency documents related to existing capital planning policies and funding programs including existing development impact fees. Meet with representatives of affected Town departments to gather background regarding the Town’s fee program. Bring policy issues to Town staff’s attention, as appropriate, during the project and seek guidance prior to proceeding.

Potential policy issues include:

- Adequacy of General Plan and other public facility planning policies (e.g. level of service standards); development impact fee ordinances and resolutions, and prior nexus studies;
- Availability of existing public facility master plans and CIPs to identify needed facilities;
- Availability of existing studies;
- Types of facilities to be funded by each fee;

- Land use categories for imposition of fees;
- Nexus approach to determining facility standards;
- Nexus approach to allocating cost burden among land uses;
- Potential alternative funding sources, if needed;
- Funding existing deficiencies, if identified;
- Master-planned development and relationship to fee program;
- Existing development agreements;
- Implementation concerns and strategies; and
- Potential additional fees consistent with the Town’s goals and policies.

Meetings: One meeting to initiate the project, discuss data needs, and begin discussion of applicable policy issues.

Deliverables: 1) Information requests; 2) revised project scope and schedule (if needed); and 3) summary of policy decisions (if needed).

Task 2: Identify Existing Development and Future Growth

Objective: Identify estimates of existing levels of development; as well as a projection of future growth consistent with current planning policy.

Description: Identify base year for estimating existing levels of development and for calculating facility standards based on existing facility inventories (see Task 3). Include entitled development that would be exempt from the fee program.

Consult with Town staff to identify growth projections for the next 5 years. Projections provide a basis for determining the facilities needed to accommodate growth (see Task 4).

Develop approach for converting land use data to measure facility demand. For example, identify population and employment density factors to convert population and employment estimates to dwelling units and building square footage. Select appropriate approach for each impact fee based on:

- Available local data on facility demand by land use category;
- Approaches used by other agencies; and
- Support for other agency policy objectives.

Changes to estimates and projections during subsequent tasks could cause unanticipated effort and require an amendment to the scope of services and budget. Willdan will obtain approval of estimates and projections from Town staff prior to proceeding.

Task 3: Determine Facility Standards

Note: Conduct Tasks 3, 4, and 5 separately for each facility and fee type. Conduct tasks concurrently because of the effect of facility standards (Task 3), facility needs (Task 4), and alternative funding (Task 5) on the fee calculation.

Objective: Determine standards to identify facilities required to accommodate growth.

Description: Identify and evaluate possible facility standards depending upon the facility type, current facility inventory data, and available facility planning documents. Consider use of:

- Adopted policy standards (e.g. General Plan, master facility plans listed above);
- Standards derived from existing facility inventories; or
- Standards derived from a list of planned facility projects.

Town staff to provide policies, inventories, and project lists.

Task 4: Determine Facilities Needs and Costs

Objective: Identify the type, amount and cost of facilities required to accommodate growth and correct deficiencies, if any.

Description: Quantify total planned facilities based on growth projection from Task 2 and facility standards from Task 3. Express planned facilities in general quantities such as acres of parkland, or as a specific list of capital projects from a master facility plan. Location of planned facilities may or may not be specified. If only a general description of planned facilities is available through the planning horizon, Town staff should provide a list of specific capital projects for use of fee revenues during the short term (e.g. five years).

Distinguish between: facilities needed to serve growth (that can be funded by development impact fees); and facilities needed to correct existing deficiencies (that cannot be funded by development impact fees). Use one of three cost allocation methods (existing inventory, system plan, or planned facilities) to calculate the fee schedule.

Gather planning-level data on new facilities costs based on lump sum project cost estimates, or unit costs and project quantities (acres, building square feet, lane miles, etc.). Consider recent Town experience, local market data such as land transactions, and Willdan experience from prior projects. Inflate older cost estimates to base year using appropriate cost indices.

Task 5: Identify Funding and Financing Alternatives

Objective: Determine the extent of alternative (non-fee) funding available for new facilities.

Description: If development impact fees are going to only partially fund a capital project, the agency should report on the anticipated source and timing of the additional funding. There are two types of alternative funding sources that we will identify:

1. Funding from non-development impact fee sources to correct existing deficiencies; and
2. Funding from new development other than development impact fees that must be credited against new development's development impact fee contributions, such as developer contributed capital or improvements.

Identify anticipated alternative funding based on information from Town staff or note that funds are still to be identified based on a list of probable funding alternatives. If fees will fund debt service include financing costs in the total cost of facilities.

Assume facilities to be funded predominantly on a pay-as-you-go basis.

Task 6: Calculate Fees and Prepare Report

Objective: Provide technically defensible fee report that comprehensively documents project assumptions, methodologies, and results.

Description: Generate fee schedule to apportion facility costs to individual development projects. Use facility costs per unit of demand multiplied by demand by land use category based on data developed in prior tasks.

Prepare draft report tables for Town staff to review that document each step of the analysis, including schedule of maximum justified fees by facility type land use category.

Following one round of comments from Town staff on the quantitative analysis and fee schedules, prepare administrative draft report. Following one round of comments on the administrative draft, prepare public draft for presentation to interested parties, the public and elected officials. Prepare final report, if necessary, based on one round of comments received on the public draft report. Submit up to ten bound copies of each report. If requested, post report on our website for public access.

Meetings: We will attend up to six meetings with the Town. In addition to the project kick-off meeting, Willdan anticipates one meeting to review initial results with Town staff; one Town Board of Trustee meeting to present the public draft report; one public hearing to present the report for adoption; and two meetings with stakeholders. Attendance at more than six meetings shall be billed at our additional per meeting cost.

Deliverables: Draft report tables, administrative draft report, public draft report, final report (if needed), and slide presentation (if needed).

Town Staff Assistance

To complete our tasks, we will need the cooperation of Town staff. We suggest that the Town assign a key individual to represent the Town as the project manager who can function as our primary contact. We anticipate that the Town's project manager will:

- 1) Coordinate responses to requests for information;
- 2) Coordinate review of work products; and
- 3) Help resolve policy issues.

Willdan will rely on the validity and accuracy of the Town's data and documentation to complete the analysis. Willdan will rely on the data as being accurate without performing an independent verification of accuracy and will not be responsible for any errors that result from inaccurate data provided by the client or a third party. Town shall reimburse Willdan for any costs Willdan incurs, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees, to respond to the legal process of any governmental agency relating to Town or relating to the project. Reimbursement shall be at Willdan 's rates in effect at the time of such response.

Creative Solutions

Willdan has demonstrated a successful record of achievement working with cities, towns, counties, and special districts throughout the United States. As Willdan operates nationally, we possess unique experiences in numerous jurisdictions in dealing with multiple challenges. Furthermore, our ability to produce studies that accommodate various options and viewpoints ensures fair-minded, equitable and sensible projects.

Much of our success in developing impactful and successful programs and studies is due to our informed and creative solutions to complex issues. Stakeholders and citizens are what effectively drive a community forward; plans and programs built to incorporate that populace will have the best opportunity for success. In our experience engaging the community and meeting with citizen / stakeholder groups and elected officials, as well as our ability to explain technical information in a concise, understandable manner is a fundamental reason for our high degree of success. Willdan staff takes the time to **include and inform the Community**. This method can include focus group meetings with various members of the community and stakeholder groups. These focus groups serve to educate stakeholders and provide a forum to share ideas and identify equitable fees that recover the costs of providing service to new development. We receive feedback from stakeholders, which is helpful in the understanding of the basis for the fees and the analytical approach in developing them. Ideas that have come out of focus group meetings have helped to refine the approach to calculating development impact fees.

For example, in the case of a street impact fees, there may be projects included in the CIP for right-of-way and curb & gutter improvements, that not all street projects will require. Our work with the focus group determined a preference for making these needs a developer requirement and excluded them from the fee calculation rather than including them and creating a need for an additional credit mechanism to those developers that complete these improvements themselves.

Project Timeline

As required in the RFP, the project schedule is provided in the required form located in the Cost Proposal section of this submittal.

Client References

Below are recent project descriptions, including client contact information, that are similar in nature to those requested by the Town. We are proud of our reputation for customer service, we encourage the Town of Mead to contact these clients regarding our commitment to completing the projects within budget and agreed upon timelines.

City of Hollister, CA Public Facilities Fee Study Update

The City of Hollister hired Willdan in 2018 to prepare an update to their Public Facilities Fee Study, which was initially developed in 2006 by our firm. The public facilities/impact fees included in the study were: city hall/city yard, water facilities, park and recreation, and storm drain. Willdan worked with the client to recommend fees that did not stifle development, while still providing the facility expansions needed to support growth.

Client Contact: Mary M. Paxton, Program Manager
Tel #: (831) 636-4316, Extension 16 | Email: mary.paxton@hollister.ca.gov
Dates of Service: April 2018 – May 2019

City of Cottonwood, AZ Development Impact Fee Study

Willdan assisted the City with an update of their water and sewer capacity fees consistent with ARS §9-4511. The project was initiated with a discussion specific to existing capacity, capacity currently being used, and the capacity required for the future.

Client Contact: Rudy Rodriguez, Deputy City Manager
Tel #: (928) 340-2710 | Email: rrodriguez@cottonwoodaz.gov
Dates of Service: January 2018 – June 2018

City of Alamosa, CO Water and Wastewater Services Rate and Impact Fee Studies

Willdan completed a project with the City of Alamosa to provide a long-term financial water and wastewater plan, cost of service based rates, and an update to the City's water and wastewater impact fees. The study sought to balance conservation-based rates while also acknowledging affordability concerns within the community.

The City provides service to several large water customers, which were reclassified as a new customer class.

Client Contact: Ms. Heather Brooks, City Manager
Tel #: (719) 589 2593 | Email: hbrooks@ci.alamosa.co.us
Dates of Service: February 2016 – December 2016

City of Pismo Beach, CA Development Impact Fee Study and Update

Willdan assisted the City of Pismo Beach with an update to their impact fee program in 2018. The program included the following facilities: police, fire protection, park and recreation improvements, water system improvements, wastewater, traffic and general government/administrative facilities. This project was warranted due to the amount of time that had elapsed since the prior update, coupled with the adoption of new and revised master plans that complemented the updated impact fees. Prior to fee program adoption, Willdan held a stakeholder meeting to inform the public about the project, and to solicit feedback from the development community.

Client Contact: Ms. Nadia Feeser, Administrative Services Director
Tel #: (805) 773-7010 | Email: nfeeser@pismo-beach.org
Dates of Service: May 2018 – April 2019

Similar Studies

The Development Impact Fee team has worked with public agencies on many community development projects, including the full range of analysis related to feasibility, economic and fiscal impacts, infrastructure finance, and negotiations with private developers. Willdan staff has assisted more than 100 agencies with impact fee-related projects. In compliance with the page limit set forth in the Town's RFP we are providing a partial listing of our impact fee clients.

Willdan Financial Services - Development Impact Fee Study	
Partial Client List	
City and County of Broomfield, CO	City and County of Denver, CO
City of Littleton, CO	Lake Durango Water Authority, CO
Metro Wastewater Reclamation District, CO	Pinery Water and Wastewater District, CO
Triview Metropolitan District, CO	Security Water and Wastewater District, CO
Widefield Water and Sanitation District, CO	City of Bullhead, AZ
City of Chandler, AZ	City of Flagstaff, AZ
Town of Clarkdale, AZ	City of Lake Havasu City, AZ
Town of Eager, AZ	Town of Buckeye, AZ
Town of Prescott Valley, AZ	Town of Parker, AZ
Town of Florence, AZ	Town of Queen Creek, AZ
City of Williams, AZ	City of Arcadia, CA
Town of Wickenburg, AZ	City of Brea, CA
City of Bellflower, CA	City of Coachella, CA
City of Carpinteria, CA	City of Covina, CA
City of Compton, CA	City of El Centro, CA
City of Dublin, CA	City of Fremont, CA
City of Emeryville, CA	City of Hawthorne, CA
City of Fresno, CA	City of Indian Wells, CA
City of Hercules, CA	City of Lake Elsinore, CA
City of Irwindale, CA	City of Madera, CA
City of Long Beach, CA	City of Monterey, CA
City of Mountain View, CA	City of Pacifica, CA
City of Oceanside, CA	City of Pittsburg, CA
City of Pismo Beach, CA	City of Rio Vista, CA
City of Richmond, CA	City of Rolling Hills Estates, CA
City of Rocklin, CA	City of San Carlos, CA
City of Rosemead, CA	City of Santa Clarita, CA
City of San Leandro, CA	City of Soledad, CA
City of Sierra Madre, CA	City of Tracy, CA
City of South San Francisco, CA	County of Madera, CA
County of Kern, CA	County of Stanislaus, CA
County of Riverside, CA	Dixon Public Library District, CA
County of Tulare, CA	Stanislaus Council of Governments, CA
Kern Council of Governments, CA	Tehama County Regional Transportation Agency, CA
Tehachapi Valley Recreation & Park District, CA	Tulare County Association of Governments, CA
Town of Windsor, CA	Bay County, FL
B&C Water Resources, LLC, FL	Bluefield Utilities, LLC, FL
Bay Laurel Center Community Development District, FL	City of Atlantic Beach, FL
City of Apopka, FL	City of Dade City, FL
City of Callaway, FL	City of DeLand, FL
City of Dania Beach, FL	City of Fernandina Beach, FL
City of Fellsmere, FL	City of Fort Myers Beach, FL
City of Fort Meade, FL	City of Lake Wales, FL

Cost Proposal

Based upon the scope of work identified within our Work Proposal, Willdan Financial Services (“Willdan”) proposes a **fixed fee of \$46,010** to prepare a Development Impact Fee Study for the Town of Mead . The required table is provided below.

Required Form

TASK	DATE (THE "WEEK OF")	RESPONSIBLE PARTY	REQUIRED HOURS/COST
Kick Off Meeting. Determine materials that will be required; review timeline; other needs as identified.	May 4th to the 7th 2020	J Edison, K. Burnett, C. Villarreal, M. Cronan	28 hours \$5,080
List of Best in Practice Methodologies. A presentation of the different methodologies that can be used to establish Impact Fees	May 4th to the 7th 2020	J Edison, K. Burnett, C. Villarreal, M. Cronan	12 hours \$2,360
Methodology Recommendations. Recommendation to Town staff on the methodology appropriate for each type of Impact Fee	Week of July 6th 2020	J Edison, K. Burnett, C. Villarreal, M. Cronan	20 hours \$3,680
Methodology Selection. Staff selects methodology for each type of Impact Fee.	Week of June 15th 2020	J Edison, K. Burnett	6 hours \$1,220
<p>Identification, Collection and Analysis of Data.</p> <p>In this phase the Town will provide requested information; the Consultant is responsible for critical analysis of the Town’s information based upon the Consultant’s expertise in accomplishing this work for other governmental units.</p> <p>For each type of Impact Fee, the following must be provided by the selected firm. The following includes, but is not limited to:</p> <ul style="list-style-type: none"> • Review of Level of Service. • Review of existing Master Plans. • Review identified capital needs over the next ten years. • Review of local and regional growth patterns. Consultant is responsible for adding analytical review of Town’s projections. • Analyze past collections for identified capital projects and determine a way to measure collections against capital needs in the past five years. 	May 11th to June 12th 2020	K. Burnett, C. Villarreal, M. Cronan	56 hours \$9,560
<p>Development of Fee/Rate Model(s) Fee Survey.</p> <p>A report needs to be provided on fees and methodologies used by other local governmental bodies in the region.</p>	July 13th through August 10th 2020	J Edison, K. Burnett, C. Villarreal, M. Cronan	64 \$11,480

TASK	DATE (THE "WEEK OF")	RESPONSIBLE PARTY	REQUIRED HOURS/COST	
Fee Recommendations Report: This is the main report. Besides identifying all the levels of fees for a period of five years, the report must include comparisons with other local governmental bodies. The Consultant can recommend fee policies for future implementation.	August 10th through August 23rd 2020	J Edison, K. Burnett, C. Villarreal	32 hours	\$5,820
Discussion of Fee Recommendations.	Week of August 31st 2020	J Edison, K. Burnett	4 hours	\$850
Completion of Final Report: After recommendations are discussed between Staff and Consultant, the Consultant will issue a final report.	Week of September 7th 2020	K. Burnett, C. Villarreal	8 hours	\$1,360
Fee Recommendations to Board.	September 28th 2020	K. Burnett, C. Villarreal	26 hours	\$4,600
Fee Adoption.	September 28th 2020	K. Burnett, C. Villarreal	0	\$0
			TOTAL	\$46,010

The Town will need sufficient information in order to defend all fees charged. The following must be included in the Fee Recommendations Report:

- Identify the Consultant's use any proprietary or earlier developed software to develop assumptions;
- Assumptions and bases for assumptions;
- Legal basis for proposal and settled methodology;
- Level of service assumptions and bases for assumptions;
- Discussion of anticipated new development in the area an impact of that development on current Town facilities; and
- Fee recommendations should be in a tabular format.

Notes

- The fee denoted above includes attendance at up to six in-person meetings with Town staff, stakeholders, and Town Board of Trustees; which include:
 - One project kick-off meeting;
 - One meeting to review initial results with Town staff;
 - One Town Board of Trustees meeting to present the public draft report;
 - One public hearing to present the report for adoption; and
 - Two meetings with stakeholders.

Attendance at more than six meetings shall be billed at our additional per meeting cost.

- Comprehensive written responses to resolve conflicts or preparation of more than one set of major revisions to the draft report, will be classified as Additional Services, and may require additional billing at hourly rates stated in the hourly rate schedule listed below. These additional fees shall only take effect once the fixed fee stated above has been exceeded.

Our fixed fee includes all direct expenses associated with the project. We will invoice the Town monthly based on percentage of project completed.

Hourly Fee Schedule

Additional services may be authorized by the Town and will be billed at our then-current hourly overhead consulting rates. Provided below is Willdan’s hourly rate table identifying current hourly rates.

Willdan Financial Services Hourly Rate Schedule	
Position	Hourly Rate
Group Manager	\$250
Managing Principal	\$240
Principal Consultant	\$210
Senior Project Manager	\$185
Project Manager	\$165
Senior Project Analyst	\$135
Senior Analyst	\$125
Analyst II	\$110
Analyst I	\$100



1555 South Havana, Suite F-305
Aurora, Colorado 80012
800.755.6864 | Fax: 888.326.6864

www.willdan.com

Town of Mead, Colorado
AGREEMENT FOR PROFESSIONAL SERVICES

Project/Services Name: Development Impact Fee Study

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into by and between the **TOWN OF MEAD**, a municipal corporation of the State of Colorado, with offices at 441 Third Street, Mead, Colorado 80542 (the “Town”), and **WILLDAN FINANCIAL SERVICES**, a California corporation with offices at 1555 South Havana Street, Suite F305, Aurora, Colorado 80012 (“Contractor”) (each individually a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, the Town requires certain professional services as more fully described in **Exhibit A**; and

WHEREAS, Contractor represents that it has the requisite expertise and experience to perform the professional services; and

WHEREAS, the Town desires to contract with the Contractor subject to the terms of this Agreement.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Services. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the “Services” or “Scope of Services”). The Parties recognize and acknowledge that, although the Town has requested certain general services to be performed or certain work product to be produced, the Contractor has offered to the Town the process, procedures, terms, and conditions under which the Contractor plans and proposes to achieve or produce the services and/or work product(s) and the Town, through this Agreement, has accepted such process, procedures, terms, and conditions as binding on the Parties.

B. Changes to Services. A change in the Scope of Services shall not be effective unless authorized through a written amendment to this Agreement signed by both Parties. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein or as otherwise provided in writing by the Town, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement. If additional services are authorized by the Town, the same shall be billed at the Contractor’s hourly rates as specifically set forth on page 22 (of 23) of **Exhibit A**, unless the

Parties specifically agree to another compensation methodology in a written amendment to this Agreement.

C. Duty to Inform. The Contractor shall perform the Services in accordance with this Agreement and shall promptly inform the Town concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by the Agreement.

D. Time of Performance. The Contractor shall perform all Services in accordance with this Agreement commencing on the Effective Date, as set forth in Section II of this Agreement, until such Services are completed, or terminated or suspended in accordance with this Agreement. The Contractor shall not temporarily delay, postpone, or suspend the performance of the Services without the written consent of the Town Board of Trustees, Town Manager, or a person expressly authorized in writing to direct the Contractor's services.

II. TERM AND TERMINATION

A. Term. This Agreement shall commence on the date of mutual execution of the Parties (the "Effective Date") and shall continue until December 31, 2020 or until terminated as provided herein ("Termination Date"). The Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation.

B. Town Unilateral Termination. This Agreement may be terminated by the Town for any or no reason upon written notice delivered to the Contractor at least ten (10) days prior to termination. In the event of the Town's exercise of the right of unilateral termination as provided by this paragraph:

1. Unless otherwise provided in any notice of termination, the Contractor shall provide no further services in connection with this Agreement after Contractor's receipt of a notice of termination; and

2. The Contractor shall deliver all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement to the Town and such documents, data, studies, and reports shall become the property of the Town; and

3. The Contractor shall submit to the Town a final accounting and final invoice of charges for all outstanding and unpaid Services and reimbursable expenses authorized by this Agreement and performed prior to the Contractor's receipt of notice of termination and for any Services authorized to be performed by the notice of termination as provided by Section II.B of this Agreement. The Contractor shall deliver such final accounting and final invoice to the Town within thirty (30) days of the date of termination; thereafter, the Town shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor.

C. Termination for Non-Performance. Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party. Such notice shall specify the non-performance, provide a demand to

cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this Section II.C, “reasonable time” shall not be less than five (5) business days. In the event of a failure to timely cure a non-performance and upon the date of the resulting termination for non-performance, the Contractor shall prepare a final accounting and final invoice of charges for all performed but unpaid Services and any reimbursable expenses authorized by this Agreement. Such final accounting and final invoice shall be delivered to the Town within fifteen (15) days of the termination date contained in the written notice. Thereafter, the Town shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor. Provided that notice of non-performance is provided in accordance with this Section II.C, nothing in this Section II.C shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

D. Suspension of Services. The Town may suspend the Contractor’s performance of the Services at the Town’s discretion and for any reason by delivery of written notice of suspension to the Contractor, which notice shall state a specific date of suspension. Upon Contractor’s receipt of such notice of suspension from the Town, the Contractor shall immediately cease performance of the Services on the date of suspension except: (1) as may be specifically authorized by the notice of suspension (e.g., to secure the work area from damage due to weather or to complete a specific report or study); or (2) for the submission of an invoice for Services performed prior to the date of suspension in accordance with this Agreement. Contractor shall not re-commence performance of the Services until it receives written notice of re-commencement from the Town.

E. Delivery of Notices. Any notice permitted by this Section II and its subsections shall be addressed to the Town Representative or the Contractor Representative at the address set forth in Section XII.D of this Agreement or such other address as either Party may notify the other of and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

III. REPRESENTATIVES AND SUPERVISION

A. Town Representative. The Town representative responsible for oversight of this Agreement and the Contractor’s performance of Services hereunder shall be the Town Manager or his or her designee (“Town Representative”). The Town Representative shall act as the Town’s primary point of contact with the Contractor.

B. Contractor Representative. The Contractor representative under this Agreement shall be Chris Fisher, Vice-President and Group Manager (“Contractor Representative”). The Contractor Representative shall act as the Contractor’s primary point of contact with the Town. The Contractor shall not designate another person to be the Contractor Representative without prior written notice to the Town.

C. Town Supervision. The Contractor shall provide all Services with little or no daily supervision by Town staff or other contractors. Inability or failure of the Contractor to perform with little or no daily supervision which results in the Town’s need to allocate resources in time or

expense for daily supervision shall constitute a material breach of this Agreement and be subject to cure or remedy, including possible termination of the Agreement, as provided in this Agreement.

IV. COMPENSATION

A. Not-to-Exceed Amount. Following execution of this Agreement by the Parties, the Contractor shall be authorized to and shall commence performance of the Services as described in **Exhibit A**, subject to the requirements and limitations on compensation as provided by this Section IV and its subsections. Compensation to be paid hereunder shall not exceed **forty-six thousand ten and 00/100 dollars (\$46,010.00)** (“Not-to-Exceed Amount”) unless a larger amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement. Notwithstanding the amount specified in this Section, Contractor shall be paid only for work performed. Contractor shall not be paid until tasks identified in the Scope of Services are performed to the satisfaction of the Town. In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor as follows

- If this box is checked, the Town shall pay Contractor on a time and materials basis in accordance with the cost proposal set forth on page 20 (of 23) of **Exhibit A**, specifically based on the percentage of Services completed by the Contractor (percentage of the specific tasks identified in the cost proposal referenced above). This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for any fees, costs and expenses. Final payment may be requested by the Contractor upon completion of the Services and the Town’s acceptance of all work or Services as set forth in **Exhibit A**.
- If this box is checked, the Town shall pay the Contractor the Not-to-Exceed Amount in a single lump sum payment on N/A .

B. Receipts. The Town, before making any payment, may require the Contractor to furnish at no additional charge releases or receipts from any or all persons performing work under this Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the Town’s interest. The Town, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.

C. Reimbursable Expenses.

1. If this Agreement is for lump sum compensation, there shall be no reimbursable expenses.
2. If the Agreement is for compensation based on a time and materials basis, the following shall be considered “reimbursable expenses” for purposes of this Agreement and may be billed to the Town without administrative mark-up, which must be accounted for by the Contractor, and proof of payment shall be provided by the Contractor with the Contractor’s monthly invoices:

- None
- Vehicle Mileage (billed at not more than the prevailing per mile charge permitted by the IRS as a tax-deductible business expense)
- Printing and Photocopying Related to the Services (billed at actual cost)
- Long Distance Telephone Charges Related to the Services
- Postage and Delivery Services
- Lodging and Meals (but only with prior written approval of the Town as to dates and maximum amount)

3. Other Expenses. Any fee, cost, charge, or expense incurred by the Contractor not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost that shall be borne by the Contractor and shall not be billed or invoiced to the Town and shall not be paid by the Town.

D. No Waiver. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

V. PROFESSIONAL RESPONSIBILITY

A. General. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing required by law.

B. Standard of Performance. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations including environmental, health and safety laws and regulations.

C. Subcontractors. The Parties recognize and agree that subcontractors may be utilized by the Contractor for the performance of certain Services if included and as described more particularly in **Exhibit A**; however, the engagement or use of subcontractors will not relieve or excuse the Contractor from performance of any obligations imposed in accordance with this Agreement and Contractor shall remain solely responsible for ensuring that any subcontractors engaged to perform Services hereunder shall perform such Services in accordance with all terms and conditions of this Agreement.

VI. INDEPENDENT CONTRACTOR

A. General. Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

B. Liability for Employment-Related Rights and Compensation. The Contractor shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Contractor, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. Accordingly, the Town shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

B. Insurance Coverage and Employment Benefits. The Town will not include the Contractor as an insured under any policy the Town has for itself. The Town shall not be obligated to secure nor provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, sub-consultants, subcontractors, agents, or representatives, including but not limited to coverage or benefits related to: local, state, or federal income or other tax contributions, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension or retirement account contributions, profit sharing, professional liability insurance, or errors and omissions insurance. The following disclosure is provided in accordance with Colorado law:

CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR SOME ENTITY OTHER THAN THE TOWN PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.

C. Employee Benefits Claims. To the maximum extent permitted by law, the Contractor waives all claims against the Town for any Employee Benefits; the Contractor will defend the Town from any claim and will indemnify the Town against any liability for any Employee Benefits for the Contractor imposed on the Town; and the Contractor will reimburse the Town for any award, judgment, or fine against the Town based on the position the Contractor was ever the Town's employee, and all attorneys' fees and costs the Town reasonably incurs defending itself against any such liability.

VII. INSURANCE

A. General. During the term of this Agreement, the Contractor shall obtain and shall continuously maintain, at the Contractor's expense, insurance of the kind and in the minimum amounts specified as follows by checking the appropriate boxes:

- The Contractor shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Contractor to be sufficient to meet or exceed the Contractor's minimum statutory and legal obligations arising under this Agreement ("Contractor Insurance"); OR
- The Contractor shall secure and maintain the following ("Required Insurance"):
 - Worker's Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.
 - Comprehensive General Liability insurance with minimum combined single limits of _____ Dollars (\$_____) each occurrence and of _____ Dollars (\$_____) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.
 - Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than _____ Dollars (\$_____) each occurrence with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Services, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.
 - Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of One Million Dollars (\$1,000,000.00) per claim and

annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.

B. Additional Requirements. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least thirty (30) days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Insurance Certificates. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect prior to the commencement of the Services. The certificate shall identify this the Project/Services Name as set forth on the first page of this Agreement.

D. Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and continuously maintain policies of insurance shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Agreement. Failure on the part of the Contractor to obtain and continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the Town may immediately terminate this Agreement, or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith. All monies so paid by the Town, together with an additional five percent (5%) administrative fee, shall be repaid by the Contractor to the Town immediately upon demand by the Town. At the Town's sole discretion, the Town may offset the cost of the premiums against any monies due to the Contractor from the Town pursuant to this Agreement.

VIII. INDEMNIFICATION

Contractor agrees to indemnify, defend, and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including reasonable attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage to the extent caused in whole or in part by, the negligent act, omission, error, professional error, mistake, negligence, or other fault of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor.

IX. ILLEGAL ALIENS

The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. The Contractor shall not contract with a subcontractor that fails to certify that the subcontractor does not knowingly employ or contract with any illegal aliens. By entering into this Agreement, the Contractor certifies as of the date of this Agreement it does not knowingly employ or contract with an illegal alien who will perform work under this public contract for services and that the Contractor will participate in the e-verify program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement. The Contractor is prohibited from using the e-verify program to undertake pre-employment screening of job applicants while this Agreement is being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to notify the subcontractor and the Town within three (3) days that the Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien. The Contractor shall terminate the subcontract if the subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving the notice regarding the Contractor's actual knowledge. The Contractor shall not terminate the subcontract if, during such three days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor is required to comply with any reasonable request made by the Colorado Department of Labor and Employment made in the course of an investigation undertaken to determine compliance with this provision and applicable state law. If the Contractor violates this provision, the Town may terminate this Agreement, and the Contractor may be liable for actual and/or consequential damages incurred by the Town, notwithstanding any limitation on such damages provided by this Agreement.

X. REMEDIES

A. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the Town may exercise the following remedial actions if the Contractor substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities or inactions by the Contractor. The remedial actions include:

1. Suspend the Contractor's performance pending necessary corrective action as specified by the Town without the Contractor's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or
2. Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or
3. Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the Town; and/or
4. Terminate this Agreement in accordance with this Agreement.

B. The foregoing remedies are cumulative and the Town, in its sole discretion, may exercise any or all of the remedies individually or simultaneously.

XI. RECORDS AND OWNERSHIP

A. Retention and Open Records Act Compliance. All records of the Contractor related to the provision of Services hereunder, including public records as defined in the Colorado Open Records Act (“CORA”), and records produced or maintained in accordance with this Agreement, are to be retained and stored in accordance with the Town’s records retention and disposal policies. Those records which constitute “public records” under CORA are to be at the Town offices or accessible and opened for public inspection in accordance with CORA and Town policies. Public records requests for such records shall be processed in accordance with Town policies. Contractor agrees to allow access by the Town and the public to all documents subject to disclosure under applicable law. Contractor’s willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town. For purposes of CORA, the Town Clerk is the custodian of all records produced or created as a result of this Agreement. Nothing contained herein shall limit the Contractor’s right to defend against disclosure of records alleged to be public.

B. Town’s Right of Inspection. The Town shall have the right to request that the Contractor provide to the Town a list of all records of the Contractor related to the provision of Services hereunder retained by the Contractor in accordance with this subsection and the location and method of storage of such records. Contractor agrees to allow inspection at reasonable times by the Town of all documents and records produced or maintained in accordance with this Agreement.

C. Ownership. Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the Town of Mead upon delivery and shall not be made subject to any copyright by the Contractor unless authorized by the Town. Other materials, statistical data derived from other clients and other client projects, software, methodology and proprietary work used or provided by the Contractor to the Town not specifically created and delivered pursuant to the Services outlined in this Agreement shall not be owned by the Town and may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The Town shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by Town staff and/or employees; or (2) pursuant to a request under the Colorado Open Records Act, § 24-72-203, C.R.S., to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Services. The Contractor may publicly state that it performs the Services for the Town.

D. Return of Records to Town. At the Town’s request, upon expiration or termination of this Agreement, all records of the Contractor related to the provision of Services hereunder, including public records as defined in the CORA, and records produced or maintained in accordance with this Agreement, are to be returned to the Town in a reasonable format and with an index as determined and requested by the Town.

XII. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligations of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Notice. Unless otherwise provided in this Agreement, any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent via pre-paid, first class United States Mail, to the party at the address set forth below.

If to the Town:

If to Contractor:

Town of Mead Attn: Town Manager 441 Third Street P.O. Box 626 Mead, Colorado 80542	Willdan Financial Services Attn: Chris Fisher 1555 South Havana St., Suite F305 Aurora, Colorado 80012
With Copy to: Michow Cox & McAskin LLP Attn: Mead Town Attorney 6530 S. Yosemite Street, Suite 200 Greenwood Village, Colorado 80111	With Copy to:

E. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

F. Modification. This Agreement may only be modified upon written agreement signed by the Parties.

G. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.

H. Affirmative Action. The Contractor warrants that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor warrants that it will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment,

upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

I. Governmental Immunity. The Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended (“CGIA”), or otherwise available to the Town and its officers or employees. Presently, the monetary limitations of the CGIA are set at three hundred eighty-seven thousand dollars (\$387,000) per person and one million ninety-three thousand dollars (\$1,093,000) per occurrence for an injury to two or more persons in any single occurrence where no one person may recover more than the per person limit described above.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted.

K. Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, and thus any obligations of the Town hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section XII shall not authorize assignment.

M. No Third-Party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or subcontractor of Contractor. Absolutely no third-party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

N. Release of Information. The Contractor shall not, without the prior written approval of the Town, release any privileged or confidential information obtained in connection with the Services or this Agreement.

O. Attorneys’ Fees. If the Contractor breaches this Agreement, then it shall pay the Town’s reasonable costs and attorney's fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.

P. Survival. The provisions of Sections VI (Independent Contractor), VII (Insurance), VIII (Indemnification) and XII (A) (Governing Law and Venue), (J) (Rights and Remedies), (K) Annual Appropriation), (N) (Release of Information) and (O) Attorneys’ Fees, shall survive the expiration or termination of this Agreement.

Q. Agreement Controls. In the event a conflict exists between this Agreement and any

term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit.

R. Force Majeure. Neither the Contractor nor the Town shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by “force majeure.” As used in this Agreement, “force majeure” means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, epidemics, pandemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

S. Authority. The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the Town of Mead and the Contractor and bind their respective entities.

T. 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. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

U. Protection of Personal Identifying Information. In the event the Services include or require the Town to disclose to Contractor any personal identifying information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, et seq., relating to third-party service providers.

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SIGNATURE PAGES FOLLOW

THIS AGREEMENT is executed and made effective as provided above.

TOWN OF MEAD, COLORADO

By: _____
Colleen G. Whitlow, Mayor

Date of execution: _____, 2020

ATTEST:

Mary Strutt, MMC, Town Clerk

APPROVED AS TO FORM (*excluding exhibits*):

Marcus McAskin, Town Attorney

EXHIBIT A
SCOPE OF SERVICES

Development Impact Fee Study Proposal dated
March 24, 2020 attached
(23 pages)