



BOARD OF TRUSTEES

441 3rd Street, Mead
Monday, November 27, 2023

AGENDA

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

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

https://us02web.zoom.us/webinar/register/WN_irDH4x_ER1yZSo6clo_2Zg

1. Call to Order – Roll Call

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

2. Moment of Silence

3. Pledge of Allegiance to the Flag

4. Review and Approve Agenda

5. Staff Report: Town Manager Report

[a.](#) Manager Report

6. Informational Items

[a.](#) EV Charging Station

7. Proclamations

[a.](#) Business Appreciation Month December 2023

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

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

[a.](#) Approval of Minutes - Regular Meeting November 13, 2023

[b.](#) October 2023 Financials

[c.](#) Check Register November 27, 2023

[d.](#) **Resolution No. 70-R-2023** – A Resolution of the Town of Mead, Colorado, Amending the Employee Handbook

[e.](#) **Ordinance No. 1047** – An Ordinance of the Town of Mead, Colorado, Adopting a New Article VII of Chapter 6 of the *Mead Municipal Code* Establishing the Town's Process for Accepting Remitted Carryout Bag Fees Under C.R.S. § 25-17-505

- f. **Ordinance No. 1048** – An Ordinance of the Town of Mead, Colorado, Amending Section 7-6-45 of the *Mead Municipal Code* Regarding Backyard Chicken Hens
- g. **Resolution No. 71-R-2023** – A Resolution of the Town of Mead, Colorado, Authorizing an Application for an Energy and Mineral Impact Assistance Program, Tier I Grant, to Support the Land Use Code Major Update (2024)
- h. **Resolution No. 72-R-2023** – A Resolution of the Town of Mead, Colorado, Delegating Authority to the Town Manager to Execute or Accept License Agreements from Property Owners in the Vicinity of I-25 and CR 38 to Facilitate Survey and Other Investigatory Work by the Town
- i. **Resolution No. 73-R-2023** – A Resolution of the Town of Mead, Colorado, Approving an Intergovernmental Agreement to Establish the Southwest Weld County Subregion Forum for Collaborative Transportation Planning
- j. **Resolution No. 74-R-2023** – A Resolution of the Town of Mead, Colorado, Approving Public Road Crossing License Agreements with Great Western Railway of Colorado, L.L.C. for the 3rd Street and Welker Avenue Project

10. Public Hearing: Municipal Code Amendment

- a. **Ordinance No. 1049** – An Ordinance of the Town of Mead, Colorado, Amending Sections 16-1-150, 16-3-80 – TABLE 3.3, 16-3-90(g), AND 16-11-40(9) of the *Mead Municipal Code*, Regarding Floor Area Ratio Standards for Development

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. Executive Session - Pursuant to C.R.S. 24-6-402(4)(f) to discuss personnel matters for which the employee has consented: Town Manager Annual Review; **pursuant to C.R.S. 24-6-402(4)(e)** to determine positions relative to matters that may be subject to negotiations, develop strategy for negotiations, and to instruct negotiators related to acquisition of certain property interests required for the 3rd Street and Welker Avenue Intersection Improvements Project consistent with Town Resolution No. 34-R-2023 dated May 8, 2023; and **pursuant to C.R.S. 24-6-402(4)(b)** for legal advice on specific legal questions regarding potential updates/amendments to the Town’s general guidelines for public comment at open meetings

14. Executive Session Action Items

15. Adjournment

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

TO: Honorable Mayor and Trustees

FROM: Helen Migchelbrink, Town Manager

DATE: November 27, 2023

SUBJECT: Town Manager Report

- Christmas in the Park is December 2nd, from 1-6 p.m. at Town Park. The community event will offer a variety of free activities and conclude with the Parade of Lights and Tree Lighting Ceremony. Mead Area Chamber of Commerce will host its annual tree drawing from 1:00-4:30 p.m. Winners will be announced after the tree lighting. Participants must be present to win.
- The Town is declaring December as Business Appreciation Month and encouraging residents to shop locally this holiday season.
- Built for Mead economic development initiative is hosting a free networking and marketing workshop for our local business community. The workshop will be held on December 9, 2023, starting at 8:30 a.m. at The Merc (4340 CO-66, Mead, CO), with a complimentary breakfast provided. Award-winning marketing and communications agency Slate Communications will teach the workshop where local businesses will learn to promote their business online, with tips on social media, Google, and review sites. Please see the attached flyer.
- Governor Polis called a special session of the state legislature to consider property tax reductions. This will likely result in a delayed certification of valuations from the Weld County Assessor which may require rescheduling of our 2024 budget public hearing and adoption.
- The following draft 2024 calendars are attached to this report:
 - 2024 Board of Trustees Meeting Calendar (scheduled for adoption by the Board of Trustees on January 8, 2024)
 - 2024 Municipal Court Hearing Dates
- The Development Impact Fee schedule for 2024 will be increased by 5.52% based on the 5-year ENR Annual Average Index. The annual increase is in accordance with the Impact Fee Study recommendations adopted by the Town in 2021 and will be posted by December 1, 2023 and sent to all active developers. The impact fee due on each single-family home in 2024 is \$15,562. Impact fees paid are used for capital improvements necessary due to growth in the Town in the areas of Municipal Facilities, Police, Parks & Open Space and Storm Drainage & Streets. See attached schedule.
- Annual renewals for business licenses have been emailed to all active business owners. Enhanced credit card acceptance for payments is available. Pet license renewals have been emailed to current pet owners.
- A Request for Proposal has been released for financial auditing services. The Town is seeking a new auditing firm to prepare the 2023 financial statements. Proposals are due by December 22nd.
- Public hearings are scheduled for December 11, 2023, to consider adoption of the 2024 Town Budget and the 2024 Mead Urban Renewal Authority (MURA) and Mead Elevation 25 General Improvement District (GID) budgets. Drafts were presented at the respective October 9th meetings. Staff is making minor changes to the budget draft based on projects that may carry over from 2023.
- The Built for Mead website is live with various business interviews: <https://builtformead.com/>. New videos continue to be released, and the website is updated quarterly. The business directory is live.
- CDOT is planning a ribbon cutting ceremony to officially open segments 6,7, and 8 of the I-25 toll lane project on December 7th at 9:15 a.m. at the Centerra Mobility Hub in Loveland. Governor Polis is expected to attend.

- The Town paving and street maintenance projects are complete for 2023, but a few development-related road projects in Mead are still ongoing. Current road closures due to construction can be found on the town’s website:
<https://www.townofmead.org/engineering/page/street-maintenanceroad-closures>.
- Key projects update:
 - 3rd and Welker Intersection – Real estate acquisition continues. Staff received CDOT comments on the plan set and is preparing the bid documents. A pre-proposal meeting was held for the RFP for Construction Management services on November 15th. Proposals are due December 15th. The railroad crossing construction and maintenance agreements have been received from OmniTRAX and are under review by staff.
 - Mead Community Center – The team is responding to the Development Review comments and finalizing the building permit drawing plan set.
 - SH66 Pedestrian Crossing – Staff received comments from CDOT on the FIR plan set and is preparing responses and revisions. A progress meeting was held with the design team on November 17th.
- YTD totals for new single family home permits:
 - 2023 YTD: 95 SF Permits, 113 Certificates of Occupancy
- Boards and Commissions
 - Planning Commission was held on November 15th to discuss proposed land use code amendments.
 - There is a vacant seat for an Alternate Commissioner on the Planning Commission and a business member of the Finance Committee. Those who may be interested should contact the Town Clerk’s office to apply. To date four applications have been received for the PC and one for FC. Applications will be accepted until after the holidays. Any applicant must attend at least two meetings prior to being considered by the Board of Trustees for appointment.
- Human Resources
 - The Town is advertising open positions using NeoGov recruiting platform:
<https://www.governmentjobs.com/careers/townofmead>
 - Open full-time positions include one Police Officer. Interviews are underway.

Community Development

- The application for the Meadow Ridge Final Plat is active again, after several months of inactivity. This application is on track to go the Board in early 2024.
- The application for the Grand Meadows Final Plat will be presented to the Board in early 2024.
- The owner of Welker Farms is preparing a PUD (zoning) document for that parcel of land. The application is expected to be submitted later this year or early in 2024.
- The owner of the Westridge property has been in contact with staff about the pre-application consultation process. Anticipated time frame is late this year or early 2024.

Public Works and Engineering

- The Public Works Facility and our consultant, Ditesco, received a Colorado Project Achievement Award from the Construction Management Association of America (CMAA) for Building Construction Under \$20M. Staff attended the award banquet on November 8th.
- Staff is preparing an RFP for an operator at the Wastewater Treatment Facility. The existing contract with Ramey Environmental is expiring.
- Five Public Works maintenance workers obtained their Traffic Control Technician (2) and Traffic Control Supervisor certifications (3).

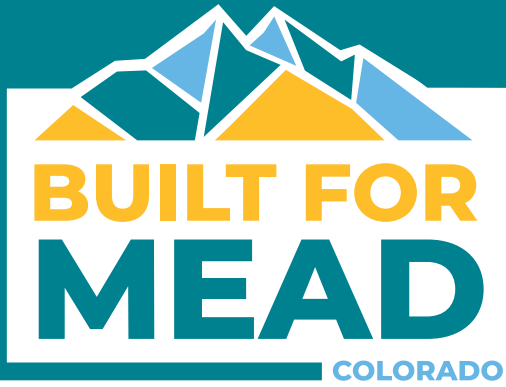
- The first progress meeting was held for the 3rd Street trail extension design effort. This project is funded by a Safe Routes to School grant. Staff is drafting a Revitalizing Main Streets grant application for \$250,000 for additional construction funds.

Community Engagement

- Road closure notifications were delivered to residents living around the Parade of Lights route.
- Community Engagement delivered 16 welcome bags to new Mead residents.
- Jesters Dinner Theater trip is full, with 25 participants. 11 residents and 14 non-residents will be attending. Non-resident fees are not applied to Older Active Adult Programming.
- Event & Media Specialist is attending the United Power breakfast and update from President & CEO Mark A. Gabriel on November 29th.
- Staff is reviewing potential EV charging rates compared to other municipal public charging stations.

Police Department

- New officers Bustamante and Aguirre are progressing through field training.
- The department is gearing up for community support this holiday season. The police will be participating with other Weld County departments in the Weld Elves program. Gifts will be distributed to needy families in the community prior to Christmas.
- Sgt Holmen arrested a defendant on active warrants while working court security. The defendant also appeared to be under the influence. During the process of the arrest, it was discovered that he had arrived in a stolen vehicle. A gun, drugs, and other contraband were recovered from the stolen vehicle.
- Officers are investigating vehicle break-ins that occurred in Liberty Ranch. These appear to be connected to others occurring across the northern front range.
- The mid-monthly activity report is attached.



SATURDAY, DEC. 9

8:30-11 a.m.

THE MERC

4340 CO-66, MEAD, CO

FREE

**ONLINE
MARKETING**

101

WORKSHOP FOR LOCAL MEAD BUSINESSES

Everything you need to know to start promoting your business online with tips on social media, Google, review sites, and more. Join us for a free one-hour workshop, Q&A, and **FREE BREAKFAST**.

RSVP

at BuiltforMead.com/workshop



2024 BOARD OF TRUSTEE MEETINGS

2nd and Last Monday of Every Month, 6:00 p.m. – 10:00 p.m. (unless otherwise indicated)
Mead Town Hall, 441 Third Street, Mead, CO 80542

January 8th

January 29th

February 12th

February 26th

March 11th

March 25th

April 8th

April 29th

May 13th

Tuesday, May 28th (Memorial Day)

June 10th

June 24th

July 8th

July 29th

August 12th

August 26th

September 9th

September 30th

October 14th

October 28th

November 11th

November 25th

December 9th

~~December 30th~~ – **Cancelled**

Mead Municipal Court Dates for 2024 – Arraignments / Traffic

Mead Municipal Court

441 3rd Street

Mead, CO 80542

Month:	Court Date:	Cut Off Date:
January	01.18.24	12.20.2024
February	02.15.24	01.17.2024
March	03.07.24	02.07.2024
April	04.04.24	03.06.2024
May	05.16.24	04.17.2024
June	06.06.24	05.08.2024
July	07.18.24	06.19.2024
August	08.15.24	07.17.2024
September	09.19.24	08.21.2024
October	10.17.24	09.18.2024
November	11.21.24	10.16.2024
December	12.19.24	11.20.2024

Docket Time: 6:30 p.m.



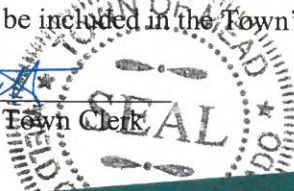
**Schedule of Development Impact Fees
Effective January 1, 2024**

Development Type	Municipal Facilities	Police	Parks and Open Space	Storm Drainage and Streets	Total fee
Residential (per unit)					
Single Family	\$4,996	\$570	\$3,082	Single Family– \$6,914	Single Family– \$15,562
				Single Family (attached) \$5,441	Single Family (attached) \$14,089
Multi-Family	\$2,541	\$289	\$1,568	\$4,751	\$9,149
Nonresidential (per 1,000 square feet or per room/unit for lodging)					
General Retail/Commercial	\$1,227	\$225	--	General Retail/Comml– \$4,503	General Retail/Comml– \$5,955
				RV Park \$3,582	RV Park \$5,034
				Lodging \$1,257	Lodging \$2,709
Office & Institutional	\$1,559	\$285	--	\$3,266	\$5,110
Industrial	\$609	\$111	--	\$1,818	\$2,538

In accordance with *Mead Municipal Code* Section 4-6-60(d), Development Impact Fees will be adjusted on January 1st of each year based on the 5-year construction cost average adjustment rate, based on the Engineering News Record (ENR) 20-Cities Construction Cost Index (CCI). **The adjustment for January 1, 2024, is 5.52%.**

This updated Schedule of Development Impact Fees (Schedule) was posted at Town Hall on November 22, 2023 and made available on the Town’s website on November 22, 2023. The updated Schedule will be included in the Town’s Comprehensive Fee Schedule for 2024.

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





Mead Police Department

Mid Monthly Activity - November 2023

CALLS FOR SERVICE (November 1 – 15): 257

TRAFFIC STOPS: 48

CITATIONS: 18

WARNINGS: 30

REPORTS: 37

NOTABLE CALLS FOR SERVICE:

Suspicious – Railroad St / Main St – 23ML00684 / 23ML00685 – 11/01/2023

Disturbance – [REDACTED] Lineback Dr – 23ML00686 – 11/01/2023

Subject with a Warrant – 4301 Highway 66 – 23ML00687 – 11/01/2023

Follow up – [REDACTED] Red Barn Ave – 23ML00688 – 11/02/2023

Suspicious – [REDACTED] WCR 7 – 23ML00689 – 11/02/2023

Drug Related Activity – [REDACTED] WCR 7 – 23ML00690 – 11/02/2023

Stolen Vehicle – [REDACTED] Eagle Ave – 23ML00691 – 11/03/2023

Traffic Stop – Highway 66 / Interstate 25 Ramp S – 23ML00692 – 11/04/2023

Trespass – [REDACTED] Whetstone Way – 23ML00693 – 11/04/2023

Suspicious – [REDACTED] Cinnamon Circle – 23ML00694 – 11/05/2023

Burglary In-Progress – [REDACTED] Eagle Ave – 23ML00695 – 11/05/2023

Theft – [REDACTED] Highway 66 – 23ML00696 – 11/06/2023
Sex Offense – [REDACTED] Branding Iron Way – 23ML00697 – 11/06/2023
Traffic Stop – E I25 Frontage Road / Welker Ave – 23ML00698 – 11/06/2023
Hit and Run – MM 46 Hwy 66 – 23ML00699 – 11/07/2023
Traffic Complaint – MM 243 I25 NB – 23ML00700 – 11/07/2023
Suspicious – 3131-3925 Welker Avenue – 23ML00701 – 11/08/2023
Crash – MM 246 I25 SB – 23ML00702 – 11/08/2023
Sex Offense – 537 Main Street – 23ML00703 – 11/08/2023
Harass – [REDACTED] Eagle Ave – 23ML00704 – 11/09/2023
Crash – Stagecoach Drive / Highway 66 – 23ML00706 – 11/11/2023
Traffic Stop – MM 245 I25 NB – 23ML00707 / 23ML00708 – 11/12/2023
Suspicious – [REDACTED] Welker Avenue – 23ML00709 – 11/13/2023
Suspicious – [REDACTED] Pacific Circle – 23ML00710 – 11/13/2023
Crash – Highway 66 / I25 SB – 23ML00711 – 11/14/2023
Check Wellbeing – [REDACTED] Whetstone Way – 23ML00712 – 11/14/2023
Suspicious – [REDACTED] Kerry Street – 23ML00714 – 11/15/2023
Drug Related Activity – [REDACTED] WCR 7 – 23ML00715 – 11/15/2023
Crash – MM 42 Highway 66 – 23ML00716 - 11/15/2023
Code – [REDACTED] WCR 7 – 23ML00717 – 11/15/2023
Property – [REDACTED] WCR 5 – 23ML00718 – 11/15/2023
Crash – I-25 / Highway 66 – 23ML00719 - 11/15/2023
Assist Other Agency - [REDACTED] Holstein Drive – 11/15/2023
Assault [REDACTED] Welker Avenue – 23ML00723 - 11/15/2023



**PROCLAMATION
Business Appreciation Month
December 2023**

WHEREAS, small businesses play essential roles in strengthening our community through innovation, creation, and expansion; and

WHEREAS, the Town of Mead recognizes the accomplishments of Mead's entrepreneurs, small and medium-sized businesses, and major employers that contribute greatly to building and sustaining Mead's economy; and

WHEREAS, the jobs created by the business community support the quality of life that Mead residents enjoy. Small businesses operate in diverse industries, including manufacturing, services, retail, marketing, agriculture; and

WHEREAS, the revenue generated by the business community allows the Town of Mead to provide services that positively affect the quality of life for its residents; and

NOW, THEREFORE, I, Colleen Whitlow, Mayor, of the Town of Mead, do hereby proclaim the month of December 2023 as Business Appreciation Month and encourage all residents to support our business community and their contributions to our economy by shopping locally.

Given under my hand and Seal of the Town of Mead, Colorado on this 27th day of November 2023

Colleen G. Whitlow
Mayor



MINUTES

**I. 5:30 p.m. to 6:00 p.m.
Work Session: Boardroom Security**

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

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

1. Call to Order – Roll Call

Mayor Colleen Whitlow called the Regular Meeting of the Board of Trustees to order at 6:01 p.m.

Present

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

Absent

None

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

Attending via remote access: None.

2. Moment of Silence

Mayor Whitlow requested the observance of a moment of silence for Tim Moorman who volunteered on several Mead committees.

3. Pledge of Allegiance to the Flag

The assembly pledged allegiance to the flag.

4. Review and Approve Agenda

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

5. Staff Report: Town Manager Report

a. Manager Report

Town Manager Helen Migchelbrink discussed the \$1.5 million grant award received from DOLA for the Community Center construction; 12/5 CDOT ribbon cutting for I-25 segments 6, 7 and 8; CDOT representative will be at Board meeting on 12/11; new Built for Mead videos released; Comcast anticipates to be ready to provide services by last quarter 2024. The Board discussed a phasing plan for

the Community Center construction.

6. Informational Items

- a. Police Department Update: Co-responder Leslie Coblentz

Chief Newbanks introduced Co-responder Leslie Coblentz. Ms. Coblentz responds to mental health calls for North Range Behavioral Health, by a joint agreement with Mead, Firestone, Frederick and Dacono.

- b. Little Thompson Water District

Little Thompson Water District representatives Amanda Hoff, Garrett Dickson, and Holly Sues discussed the District water usage and conservation. They further discussed rate setting and tiers and other options for conservation including smaller tap sizes and non-potable systems.

- c. Pavement Management

Pavement Management Program Manager Manny Windhorst discussed the pavement management program which is supported by a 1% sales and use tax. He further reviewed pavement management best practices and the 2023 roadway projects. He is updating the 5-year projects plan. The Board discussed right-of-way permits and warranties for street cuts.

7. Proclamations

- a. A Woman's Place 45th Anniversary of Domestic Violence Advocacy November 2023

A Woman's Place Executive Director Diane Heldt discussed their mission of assisting victims of domestic violence.

Motion was made by Trustee Marris, seconded by Mayor Pro Tem Cartwright, to approve the signing of a proclamation for A Woman's Place 45th Anniversary of Domestic Violence Advocacy November 2023. Motion carried 7-0, on a roll call vote.

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

There was no public comment at this time.

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

- a. Approval of Minutes - Regular Meeting October 30, 2023
b. October 2023 Aging Report
c. Check Register November 13, 2023
d. 3rd Quarter 2023 Investment Portfolio
e. **Resolution No. 69-R-2023** – A Resolution of the Town of Mead, Colorado, Granting Conditional Acceptance of the Public Improvements Associated with the Elevation 25 Filing No. 1 Final Plat (Phase 1 Only)

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

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

There was no public comment at this time.

11. Elected Official Reports

- a. Town Trustees

The Trustees had no further comments at this time.

- b. Mayor Whitlow

Mayor Whitlow wished everyone a Happy Thanksgiving.

12. Adjournment

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

The Regular Meeting of the Town of Mead Board of Trustees adjourned at approximately 7:32 p.m. on Monday, November 13, 2023.

Colleen G. Whitlow, Mayor

ATTEST:

Mary E. Strutt, MMC, Town Clerk

TOWN OF MEAD
 COMBINED CASH INVESTMENT
 OCTOBER 31, 2023

COMBINED CASH ACCOUNTS

99-01-1001	INDEPENDENT BANK - CHECKING	1,109,263.27
99-01-1002	TBK BANK - OFFICE CHECK	62,038.86
99-01-1003	TBK BANK - MONEY MARKET	146,968.53
99-01-1005	TBK BANK - FLEX DEBIT CARDS	24,932.97
99-01-1011	XPRESS DEPOSIT ACCOUNT	120,449.07
99-01-1023	COLOTRUST PLUS	13,319,861.77
99-01-1024	COLOTRUST PRIME	10,554.74
99-01-1025	CSIP	5,357,405.30
99-01-1026	CSAFE	12,805,044.12
99-01-1075	UTILITY CASH CLEARING	260.03
99-01-1076	A/R CASH CLEARING	(294.15)
99-01-1077	COURT CASH CLEARING	(3,025.00)
99-01-1078	BUSINESS LICENSE CASH CLEARING	(2,343.75)
	TOTAL COMBINED CASH	32,951,115.76
99-01-0100	CASH ALLOCATED TO OTHER FUNDS	(32,951,115.76)
	TOTAL UNALLOCATED CASH	<u>.00</u>

CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO GENERAL FUND	11,339,092.79
4	ALLOCATION TO STREET IMPROVEMENT FUND	1,634,225.70
5	ALLOCATION TO CONSERVATION TRUST FUND	90,633.86
6	ALLOCATION TO SEWER FUND	1,554,665.15
8	ALLOCATION TO POLICE FUND	151,976.62
9	ALLOCATION TO MUNICIPAL FACILITIES FUND	3,353,442.60
14	ALLOCATION TO TRANSPORTATION FUND	6,714,202.47
18	ALLOCATION TO PARKS & OPEN SPACE	881,888.68
19	ALLOCATION TO CAPITAL IMPROVEMENT FUND	3,808,267.66
20	ALLOCATION TO MEAD URBAN RENEWAL AUTHORITY	3,422,720.23
	TOTAL ALLOCATIONS TO OTHER FUNDS	32,951,115.76
	ALLOCATION FROM COMBINED CASH FUND - 99-01-0100	(32,951,115.76)
	ZERO PROOF IF ALLOCATIONS BALANCE	<u>.00</u>

TOWN OF MEAD
 BALANCE SHEET
 OCTOBER 31, 2023

GENERAL FUND

ASSETS

01-01-0100	COMBINED CASH	11,339,092.79	
01-01-1007	CASH DRAWER - TOWN HALL	500.00	
01-01-1008	CASH DRAWER - POLICE	100.00	
01-01-1240	TREE TRIMMING COSTS RECEIVABLE	(460.00)	
01-01-1250	PROPERTY TAXES RECEIVABLE	1,614,048.94	
01-01-1300	A/R - BILLED ACCOUNTS	(115,401.47)	
01-01-1301	A/R - GENERAL	740,812.42	
01-01-1302	PREPAID EXPENSE	40,115.75	
01-01-1307	24HOUR FLEX DEPOSIT	1,500.00	
	TOTAL ASSETS		<u>13,620,308.43</u>

LIABILITIES AND EQUITY

LIABILITIES

01-02-2000	ACCOUNTS PAYABLE	(1,510.62)	
01-02-2300	457(B) DEFERRED COMP PAYABLE	7,268.92	
01-02-2302	FLEXPLAN PAYABLE	13,329.67	
01-02-2306	RESTITUTION PAYABLE	195.00	
01-02-2308	DEPOSITS PAYABLE	1,600.00	
01-02-2310	EMPLOYEE HEALTH INS. PAYABLE	8,473.54	
01-02-2311	FPPA PAYABLE	11,425.27	
01-02-2312	WORKERS COMP INSURANCE PAYABLE	4,416.33	
01-02-2314	401(A) CONTRIBUTIONS PAYABLE	774.42	
01-02-2400	FED. WITHHOLDING TAX PAYABLE	15,354.90	
01-02-2401	SOCIAL SECURITY TAX PAYABLE	8,221.39	
01-02-2402	MEDICARE TAX PAYABLE	3,549.40	
01-02-2403	STATE WITHHOLDING TAX PAYABLE	9,108.97	
01-02-2404	STATE UNEMPLOYMENT TAX PAYABLE	493.94	
01-02-2410	MISC PAYROLL PAYABLE	106,646.43	
01-02-2600	WARRANTY FUNDS	2,022,405.23	
01-02-2610	DEVELOPER DEPOSITS	233,000.00	
01-02-2615	DEVELOPER LIABILITIES	308,782.95	
01-02-2700	DEFERRED INFLOWS- PROPERTY TAX	1,614,048.94	
01-02-2705	DEFERRED REVENUE	1,162,831.09	
01-02-2706	UNAVAILABLE REVENUE	5,647.14	
	TOTAL LIABILITIES		5,536,062.91

FUND EQUITY

01-02-3001	FUND BALANCE	6,562,352.98	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	<u>1,521,892.54</u>	
	BALANCE - CURRENT DATE	<u>1,521,892.54</u>	
	TOTAL FUND EQUITY		8,084,245.52

TOWN OF MEAD
BALANCE SHEET
OCTOBER 31, 2023

GENERAL FUND

TOTAL LIABILITIES AND EQUITY

13,620,308.43

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
01-10-4000 PROPERTY TAX	1,387.33	1,592,744.64	1,590,197.00	(2,547.64)	100.2
01-10-4010 SALES TAX	379,281.99	3,371,058.18	4,008,649.00	637,590.82	84.1
01-10-4012 LODGING TAX	62.00	564.00	1,000.00	436.00	56.4
01-10-4015 ROAD & BRIDGE TAX	.00	51,723.00	82,000.00	30,277.00	63.1
01-10-4020 SPECIFIC OWNERSHIP TAX	7,336.99	68,490.42	91,627.00	23,136.58	74.8
01-10-4030 BUILDING PERMIT USE TAX	60,136.42	409,075.32	411,556.00	2,480.68	99.4
01-10-4040 CIGARETTE TAX	949.31	9,963.39	15,000.00	5,036.61	66.4
01-10-4050 MURA REVENUE SHARING	.00	150,341.97	150,778.00	436.03	99.7
01-10-4070 FEDERAL MINERAL LEASE	.00	52,134.83	35,000.00	(17,134.83)	149.0
01-10-4071 STATE SEVERANCE TAXES	.00	217,697.32	50,000.00	(167,697.32)	435.4
TOTAL TAXES	449,154.04	5,923,793.07	6,435,807.00	512,013.93	92.0
<u>FEES AND PERMITS</u>					
01-11-4100 BUILDING PERMIT FEES	53,530.36	469,203.14	692,195.00	222,991.86	67.8
01-11-4102 OTHER PERMITS	1,320.00	41,309.98	54,200.00	12,890.02	76.2
01-11-4103 CONVENIENCE FEE	3,226.76	30,044.47	25,000.00	(5,044.47)	120.2
01-11-4110 BUILDING PERMIT - ADMIN. FEES	6,350.00	60,000.00	75,000.00	15,000.00	80.0
01-11-4111 PASSPORT FEES	670.00	7,360.00	7,000.00	(360.00)	105.1
01-11-4112 TOWN HALL/PARK FEES	.00	780.00	3,000.00	2,220.00	26.0
01-11-4120 FRANCHISE FEES	24,799.95	258,470.44	236,250.00	(22,220.44)	109.4
01-11-4130 DEVELOPER APPLICATION FEES	4,159.49	23,621.75	65,000.00	41,378.25	36.3
01-11-4138 ANIMAL CONTROL FEES	.00	218.00	.00	(218.00)	.0
01-11-4140 ROYALTIES	13,101.29	176,079.97	450,000.00	273,920.03	39.1
TOTAL FEES AND PERMITS	107,157.85	1,067,087.75	1,607,645.00	540,557.25	66.4
<u>LICENSES</u>					
01-12-4200 BUSINESS/SALES TAX LICENSE	980.00	9,985.00	10,500.00	515.00	95.1
01-12-4210 LIQUOR LICENSE	175.00	2,353.75	1,500.00	(853.75)	156.9
01-12-4220 PET LICENSES	32.50	465.00	650.00	185.00	71.5
TOTAL LICENSES	1,187.50	12,803.75	12,650.00	(153.75)	101.2
<u>CHARGES FOR SERVICES</u>					
01-13-4304 IGA--SCHOOL RESOURCE OFFICERS	.00	.00	161,561.00	161,561.00	.0
01-13-4305 SCHOOL GUARD REIMBURSEMENT	1,120.00	15,126.50	20,000.00	4,873.50	75.6
01-13-4310 NEW DEVELOPMENT CHARGES	20,676.50	283,185.26	250,000.00	(33,185.26)	113.3
01-13-4360 SALES OF MERCHANDISE	740.00	1,422.11	.00	(1,422.11)	.0
01-13-4624 SENIOR EVENT FEES	70.00	190.00	400.00	210.00	47.5
01-13-4625 RECREATION REGISTRATION FEES	6,110.00	61,607.39	40,000.00	(21,607.39)	154.0
01-13-4626 SUMMER REC FIELD TRIPS/REGISTR	.00	85.00	.00	(85.00)	.0
TOTAL CHARGES FOR SERVICES	28,716.50	361,616.26	471,961.00	110,344.74	76.6

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>FINES AND FORFEITS</u>					
01-14-4420 COURT FINES	3,025.00	38,155.29	40,000.00	1,844.71	95.4
01-14-4422 COURT COSTS	1,100.00	12,034.71	21,000.00	8,965.29	57.3
01-14-4423 POLICE REPORTS	262.50	2,076.88	3,600.00	1,523.12	57.7
01-14-4620 MISC. POLICE INCOME	25.00	722.59	500.00	(222.59)	144.5
TOTAL FINES AND FORFEITS	4,412.50	52,989.47	65,100.00	12,110.53	81.4
<u>GRANTS & ECONOMIC DEVELOPMENT</u>					
01-15-4516 GRANT - UNITED WAY	.00	2,500.00	.00	(2,500.00)	.0
01-15-4518 FED'L GRANT--AMER RESCUE PLAN	.00	.00	149,932.00	149,932.00	.0
01-15-4526 POLICE GRANTS	.00	10,505.58	122,751.00	112,245.42	8.6
01-15-4528 GRANTS--SIPA	.00	3,000.00	.00	(3,000.00)	.0
TOTAL GRANTS & ECONOMIC DEVELOPME	.00	16,005.58	272,683.00	256,677.42	5.9
<u>MISCELLANEOUS</u>					
01-18-4619 INTEREST & DIVIDEND INCOME	50,740.61	509,054.84	192,000.00	(317,054.84)	265.1
01-18-4620 MISC. INCOME	.00	116,435.24	9,995.00	(106,440.24)	1164.9
01-18-4622 DONATIONS/FUNDRAISING	.00	1,750.68	5,000.00	3,249.32	35.0
01-18-4623 SALE OF ASSETS	60,230.00	77,625.20	10,000.00	(67,625.20)	776.3
01-18-4625 METRO DISTRICT PAYMENTS	.00	72,004.06	75,000.00	2,995.94	96.0
01-18-4648 DELINQUENT INTEREST EARNED	.49	1,897.89	2,000.00	102.11	94.9
TOTAL MISCELLANEOUS	110,971.10	778,767.91	293,995.00	(484,772.91)	264.9
TOTAL FUND REVENUE	701,599.49	8,213,063.79	9,159,841.00	946,777.21	89.7

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
01-40-5001 SALARIES & WAGES	31,888.12	322,849.89	361,164.00	38,314.11	89.4
01-40-5050 CLEANING	677.54	6,097.86	12,000.00	5,902.14	50.8
01-40-5055 OVERTIME	188.90	1,815.99	.00	(1,815.99)	.0
01-40-5060 PAYROLL TAXES	1,692.03	22,537.51	27,629.00	5,091.49	81.6
01-40-5065 WORKERS COMP	.00	1,635.18	2,251.00	615.82	72.6
01-40-5066 HEALTH INSURANCE	3,718.83	36,713.12	50,718.00	14,004.88	72.4
01-40-5067 DEFERRED COMP/RETIREMENT	2,242.92	23,600.73	28,402.00	4,801.27	83.1
01-40-5068 MEDICAL SAVINGS	406.01	3,065.00	3,786.00	721.00	81.0
01-40-5075 EMPLOYMENT/RECRUITMENT EXPENSE	8,232.00	8,982.00	10,232.00	1,250.00	87.8
01-40-5200 OFFICE SUPPLIES	748.12	6,213.89	7,000.00	786.11	88.8
01-40-5201 COMPUTER/TECHNOLOGY	.00	35,166.00	40,000.00	4,834.00	87.9
01-40-5202 PRINTING EXPENSE	598.12	704.96	2,500.00	1,795.04	28.2
01-40-5203 UNIFORMS	.00	1,059.36	1,200.00	140.64	88.3
01-40-5205 POSTAGE	192.80	7,178.20	8,000.00	821.80	89.7
01-40-5210 OPERATING SUPPLIES	199.31	4,651.27	7,500.00	2,848.73	62.0
01-40-5212 FURNISHINGS	.00	8,801.69	10,000.00	1,198.31	88.0
01-40-5215 REPAIRS & MAINT	787.05	14,327.80	20,000.00	5,672.20	71.6
01-40-5216 FLEET R&M	.00	41.98	.00	(41.98)	.0
01-40-5253 GAS & OIL	45.94	346.01	1,000.00	653.99	34.6
01-40-5300 TELEPHONE	225.13	5,349.30	7,352.00	2,002.70	72.8
01-40-5305 UTILITIES	894.76	7,531.62	10,500.00	2,968.38	71.7
01-40-5310 TRASH REMOVAL	78.49	784.90	1,260.00	475.10	62.3
01-40-5315 COPIER EXPENSES	376.39	4,624.56	9,000.00	4,375.44	51.4
01-40-5320 PROPERTY & LIABILITY INSURANCE	20.83	6,564.72	9,390.00	2,825.28	69.9
01-40-5325 INTERNET/WEBSITE EXPENSE	457.30	9,098.00	10,000.00	902.00	91.0
01-40-5330 TRAINING	3,802.29	7,004.03	20,000.00	12,995.97	35.0
01-40-5331 DUES AND SUBSCRIPTIONS	1,765.80	20,045.28	30,000.00	9,954.72	66.8
01-40-5332 TUITION REIMBURSEMENT	.00	1,726.89	3,000.00	1,273.11	57.6
01-40-5353 WATER ASSESSMENTS	.00	1,113.50	1,400.00	286.50	79.5
01-40-5399 OTHER PROFESSIONAL SERVICES	921.20	8,190.80	13,772.00	5,581.20	59.5
01-40-5400 LEGAL FEES	18,871.35	163,302.19	216,315.00	53,012.81	75.5
01-40-5401 CONSULTING FEES	22,893.16	164,646.94	160,262.00	(4,384.94)	102.7
01-40-5415 AUDIT FEES	.00	15,930.00	15,954.00	24.00	99.9
01-40-5416 PASSPORT EXPENSES	.00	224.93	400.00	175.07	56.2
01-40-5425 COUNTY TREASURER'S FEE	17.83	15,923.54	15,902.00	(21.54)	100.1
01-40-5426 PROPERTY/SALES TAX REBATE	.00	806.31	1,000.00	193.69	80.6
01-40-5560 CAPITAL OUTLAY--SFTWR UPGRADES	.00	16,290.13	25,000.00	8,709.87	65.2
01-40-5700 MISC. EXPENSE	1,978.38	7,600.40	10,000.00	2,399.60	76.0
01-40-5701 BANK FEES	3,031.86	28,668.42	26,000.00	(2,668.42)	110.3
01-40-5705 MILEAGE	979.03	8,926.14	10,000.00	1,073.86	89.3
01-40-5720 CONTINGENCIES	.00	.00	25,000.00	25,000.00	.0
TOTAL ADMINISTRATION	107,931.49	1,000,141.04	1,214,889.00	214,747.96	82.3

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>BOARD OF TRUSTEES</u>					
01-41-5001 SALARIES & WAGES	1,618.06	17,062.38	18,975.00	1,912.62	89.9
01-41-5030 MAYOR AND BOARD SALARIES	4,400.00	44,000.00	48,000.00	4,000.00	91.7
01-41-5060 PAYROLL TAXES	456.61	4,635.29	5,124.00	488.71	90.5
01-41-5065 WORKERS COMP	.00	65.84	39.00	(26.84)	168.8
01-41-5066 HEALTH INSURANCE	185.72	1,857.24	2,248.00	390.76	82.6
01-41-5067 DEFERRED COMP	80.90	853.09	880.00	26.91	96.9
01-41-5068 MEDICAL SAVINGS	6.24	62.40	76.00	13.60	82.1
01-41-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	500.00	500.00	.0
01-41-5201 COMPUTER / TECHNOLOGY	.00	.00	10,000.00	10,000.00	.0
01-41-5210 OPERATING SUPPLIES	.00	981.25	2,000.00	1,018.75	49.1
01-41-5212 FURNISHINGS	.00	.00	5,000.00	5,000.00	.0
01-41-5230 ELECTIONS	.00	.00	15,000.00	15,000.00	.0
01-41-5320 PROPERTY & LIABILITY INSURANCE	8.33	2,316.75	3,756.00	1,439.25	61.7
01-41-5330 TRAINING	1,064.18	11,549.14	15,000.00	3,450.86	77.0
01-41-5331 DUES & SUBSCRIPTIONS	.00	760.84	1,200.00	439.16	63.4
01-41-5340 PUBLISHED NOTICES	185.22	1,925.23	2,500.00	574.77	77.0
01-41-5341 ORDINANCE CODIFICATION	.00	2,928.66	7,500.00	4,571.34	39.1
01-41-5347 COMMUNITY CONTRIBUTIONS	.00	10,700.00	24,000.00	13,300.00	44.6
01-41-5399 OTHER PROFESSIONAL SERVICES	.00	3,400.00	5,000.00	1,600.00	68.0
01-41-5430 RECORDING FEES	.00	69.00	2,000.00	1,931.00	3.5
01-41-5700 MISC. EXPENSE	409.26	3,264.24	5,000.00	1,735.76	65.3
01-41-5841 BOARD OUTREACH ACTIVITIES	435.70	8,040.13	10,000.00	1,959.87	80.4
TOTAL BOARD OF TRUSTEES	8,850.22	114,471.48	183,798.00	69,326.52	62.3

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE</u>					
01-42-5001 SALARIES & WAGES	106,600.43	1,172,056.41	1,734,231.00	562,174.59	67.6
01-42-5022 POLICE	.00	1,136.77	.00	(1,136.77)	.0
01-42-5050 CLEANING	829.58	7,466.22	8,000.00	533.78	93.3
01-42-5055 OVERTIME	3,357.86	18,698.87	25,000.00	6,301.13	74.8
01-42-5060 PAYROLL TAXES	2,699.60	28,545.05	40,217.00	11,671.95	71.0
01-42-5065 WORKERS COMP	.00	74,630.99	30,984.00	(43,646.99)	240.9
01-42-5066 HEALTH INSURANCE	16,365.55	162,054.04	214,932.00	52,877.96	75.4
01-42-5067 DEFERRED COMP	430.56	4,261.26	5,715.00	1,453.74	74.6
01-42-5068 MEDICAL SAVINGS	223.30	2,238.00	2,295.00	57.00	97.5
01-42-5069 FPPA	8,628.06	95,265.42	140,271.00	45,005.58	67.9
01-42-5071 D&D	3,087.98	34,095.15	48,518.00	14,422.85	70.3
01-42-5075 EMPLOYMENT/RECRUITMENT EXPENSE	1,178.64	3,546.78	5,000.00	1,453.22	70.9
01-42-5200 OFFICE SUPPLIES	507.82	1,535.76	4,000.00	2,464.24	38.4
01-42-5201 COMPUTER / TECHNOLOGY	112.17	31,734.53	42,250.00	10,515.47	75.1
01-42-5203 UNIFORMS	30.35	173.63	800.00	626.37	21.7
01-42-5210 OPERATING SUPPLIES	130.55	10,925.27	9,000.00	(1,925.27)	121.4
01-42-5212 FURNISHINGS	.00	428.94	.00	(428.94)	.0
01-42-5215 REPAIR & MAINTENANCE	400.50	7,645.12	4,000.00	(3,645.12)	191.1
01-42-5216 FLEET R&M	5,020.57	23,964.05	14,602.00	(9,362.05)	164.1
01-42-5253 GAS & OIL	3,023.81	24,554.74	40,000.00	15,445.26	61.4
01-42-5254 UNIFORMS & TOOLS	1,400.14	11,103.63	22,800.00	11,696.37	48.7
01-42-5255 OPERATING EQUIPMENT	88.00	34,726.28	42,550.00	7,823.72	81.6
01-42-5300 TELEPHONES	1,165.00	12,053.92	16,000.00	3,946.08	75.3
01-42-5305 UTILITIES	598.04	9,759.93	18,000.00	8,240.07	54.2
01-42-5310 TRASH REMOVAL	153.23	1,455.12	600.00	(855.12)	242.5
01-42-5315 COPIER EXPENSE	155.33	1,752.02	3,500.00	1,747.98	50.1
01-42-5320 GENERAL LIABILITY INSURANCE	116.67	36,678.38	57,040.00	20,361.62	64.3
01-42-5325 INTERNET/WEBSITE EXPENSE	.00	1,324.50	2,000.00	675.50	66.2
01-42-5330 TRAINING	1,360.65	17,274.12	39,858.00	22,583.88	43.3
01-42-5331 DUES & MEMBERSHIPS	.00	7,910.78	13,600.00	5,689.22	58.2
01-42-5332 TUITION REIMBURSEMENT	.00	.00	9,000.00	9,000.00	.0
01-42-5343 CONTRACTUAL SERVICES	1,350.00	62,852.66	108,000.00	45,147.34	58.2
01-42-5346 ANIMAL IMPOUND FEE	.00	3,145.00	5,000.00	1,855.00	62.9
01-42-5348 PEST CONTROL	.00	.00	2,000.00	2,000.00	.0
01-42-5349 WELLNESS PROGRAM	.00	1,254.00	3,500.00	2,246.00	35.8
01-42-5350 LAB FEES	(952.75)	(584.39)	500.00	1,084.39	(116.9)
01-42-5399 OTHER PROFESSIONAL SERVICES	105.00	420.00	2,386.00	1,966.00	17.6
01-42-5400 LEGAL FEES	.00	.00	15,000.00	15,000.00	.0
01-42-5491 VEHICLE LEASE EXPENSES	1,111.08	1,111.08	.00	(1,111.08)	.0
01-42-5500 CAPITAL OUTLAY	.00	41,546.40	45,000.00	3,453.60	92.3
01-42-5700 MISC. EXPENSE	78.09	2,616.07	5,000.00	2,383.93	52.3
TOTAL POLICE	159,355.81	1,951,356.50	2,781,149.00	829,792.50	70.2

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY DEVELOPMENT</u>					
01-43-5001 SALARIES & WAGES	27,441.62	256,501.72	291,147.00	34,645.28	88.1
01-43-5060 PAYROLL TAXES	2,067.42	19,431.08	22,273.00	2,841.92	87.2
01-43-5065 WORKERS COMP	.00	220.75	257.00	36.25	85.9
01-43-5066 HEALTH INSURANCE	4,006.51	32,965.16	77,981.00	45,015.84	42.3
01-43-5067 DEFERRED COMP	1,150.60	10,946.63	29,364.00	18,417.37	37.3
01-43-5068 MEDICAL SAVINGS	133.33	708.32	1,033.00	324.68	68.6
01-43-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	323.76	500.00	176.24	64.8
01-43-5200 OFFICE SUPPLIES	.00	917.50	500.00	(417.50)	183.5
01-43-5201 COMPUTER / TECHNOLOGY	788.25	10,993.05	8,000.00	(2,993.05)	137.4
01-43-5202 PRINTING EXPENSE	.00	621.63	500.00	(121.63)	124.3
01-43-5203 UNIFORMS	.00	369.77	1,000.00	630.23	37.0
01-43-5212 FURNISHINGS	.00	.00	1,600.00	1,600.00	.0
01-43-5216 REPAIRS & MAINT--FLEET	.00	103.49	.00	(103.49)	.0
01-43-5300 TELEPHONE	38.00	1,166.85	1,900.00	733.15	61.4
01-43-5320 PROPERTY & LIABILITY INSURANCE	33.34	9,266.99	15,024.00	5,757.01	61.7
01-43-5330 TRAINING	199.86	4,032.09	8,000.00	3,967.91	50.4
01-43-5331 DUES & MEMBERSHIPS	.00	245.00	2,500.00	2,255.00	9.8
01-43-5353 WATER ASSESSMENTS	.00	.00	100.00	100.00	.0
01-43-5401 CONSULTING FEES	.00	.00	125,000.00	125,000.00	.0
01-43-5410 CONSULTANTS	.00	15,108.88	25,000.00	9,891.12	60.4
01-43-5411 ANNEXATIONS & REZONING EXPENSE	.00	1,258.60	15,000.00	13,741.40	8.4
01-43-5460 BUILDING INSPECTIONS	.00	200,314.85	246,884.00	46,569.15	81.1
01-43-5491 VEHICLE LEASE EXPENSES	1,198.83	1,198.83	.00	(1,198.83)	.0
01-43-5700 MISC.	5.20	1,460.27	2,000.00	539.73	73.0
TOTAL COMMUNITY DEVELOPMENT	37,062.96	568,155.22	875,563.00	307,407.78	64.9
<u>STREETS</u>					
01-44-5210 OPERATING SUPPLIES	.00	598.89	.00	(598.89)	.0
TOTAL STREETS	.00	598.89	.00	(598.89)	.0

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS</u>					
01-45-5001 SALARIES & WAGES	29,722.46	254,976.45	258,619.00	3,642.55	98.6
01-45-5055 OVERTIME	1,023.84	9,172.19	1,735.00	(7,437.19)	528.7
01-45-5060 PAYROLL TAXES	2,338.11	20,158.40	19,917.00	(241.40)	101.2
01-45-5065 WORKERS COMP	.00	7,150.81	7,614.00	463.19	93.9
01-45-5066 HEALTH INSURANCE	3,799.91	33,196.48	38,522.00	5,325.52	86.2
01-45-5067 DEFERRED COMP	631.76	6,764.01	9,106.00	2,341.99	74.3
01-45-5068 MEDICAL SAVINGS	84.36	731.10	908.00	176.90	80.5
01-45-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	368.76	.00	(368.76)	.0
01-45-5203 UNIFORMS	.00	1,186.91	.00	(1,186.91)	.0
01-45-5210 OPERATING SUPPLIES	(450.00)	6,900.70	6,000.00	(900.70)	115.0
01-45-5212 FURNISHINGS	.00	.00	2,500.00	2,500.00	.0
01-45-5215 REPAIRS & MAINTENANCE	3,554.65	18,805.48	38,000.00	19,194.52	49.5
01-45-5216 FLEET R&M	544.95	6,953.22	5,000.00	(1,953.22)	139.1
01-45-5253 GAS & OIL	853.74	6,263.13	5,000.00	(1,263.13)	125.3
01-45-5254 TOOLS	338.77	933.44	1,500.00	566.56	62.2
01-45-5300 TELEPHONE	195.00	1,680.00	1,500.00	(180.00)	112.0
01-45-5305 UTILITIES	9,068.76	30,511.26	40,000.00	9,488.74	76.3
01-45-5310 TRASH REMOVAL	.00	699.00	2,500.00	1,801.00	28.0
01-45-5320 PROPERTY & LIABILITY INSURANCE	41.67	11,583.73	18,780.00	7,196.27	61.7
01-45-5330 TRAINING	1,573.44	2,746.62	2,500.00	(246.62)	109.9
01-45-5348 PEST CONTROL	.00	38,338.50	33,000.00	(5,338.50)	116.2
01-45-5349 WELLNESS PROGRAM	15.00	150.00	250.00	100.00	60.0
01-45-5363 WEED CONTROL	7,217.95	10,434.80	5,000.00	(5,434.80)	208.7
01-45-5369 EQUIPMENT RENTAL	.00	22.95	1,000.00	977.05	2.3
01-45-5370 LANDSCAPING	3,587.99	17,373.68	18,000.00	626.32	96.5
01-45-5371 TREE MAINTENANCE	2,249.42	33,026.82	25,000.00	(8,026.82)	132.1
01-45-5372 IRRIGATION SYSTEM	2,346.19	27,220.48	30,000.00	2,779.52	90.7
01-45-5405 PARK ENGINEERING	.00	55.00	.00	(55.00)	.0
01-45-5500 CAPITAL OUTLAY	.00	74,921.00	117,000.00	42,079.00	64.0
01-45-5700 MISC. EXPENSE	.00	.00	2,500.00	2,500.00	.0
TOTAL PARKS	68,737.97	622,324.92	691,451.00	69,126.08	90.0

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ENGINEERING</u>					
01-47-5001 SALARIES & WAGES	33,485.88	366,164.87	444,869.00	78,704.13	82.3
01-47-5050 CLEANING	746.00	6,714.00	7,000.00	286.00	95.9
01-47-5055 OVERTIME	782.87	15,210.33	.00	(15,210.33)	.0
01-47-5060 PAYROLL TAXES	2,596.87	29,014.64	536.00	(28,478.64)	5413.2
01-47-5065 WORKERS COMP	.00	6,760.85	9,114.00	2,353.15	74.2
01-47-5066 HEALTH INSURANCE	3,768.46	34,991.54	41,785.00	6,793.46	83.7
01-47-5067 DEFERRED COMP	1,713.44	16,704.37	16,188.00	(516.37)	103.2
01-47-5068 MEDICAL SAVINGS	120.38	1,237.12	1,306.00	68.88	94.7
01-47-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	762.23	200.00	(562.23)	381.1
01-47-5200 OFFICE SUPPLIES	357.60	4,682.03	1,000.00	(3,682.03)	468.2
01-47-5201 COMPUTER/TECHNOLOGY	109.00	4,702.04	8,000.00	3,297.96	58.8
01-47-5203 UNIFORMS	.00	1,251.91	1,000.00	(251.91)	125.2
01-47-5210 OPERATING SUPPLIES	1,662.07	14,791.94	3,000.00	(11,791.94)	493.1
01-47-5212 FURNISHINGS	.00	641.42	3,000.00	2,358.58	21.4
01-47-5215 REPAIRS & MAINTENANCE	3,610.29	36,697.73	10,000.00	(26,697.73)	367.0
01-47-5216 REPAIR & MAINTENANCE--FLEET	51.47	546.41	3,000.00	2,453.59	18.2
01-47-5253 GAS & OIL	355.39	4,118.62	5,000.00	881.38	82.4
01-47-5300 TELEPHONE	126.00	2,700.36	2,880.00	179.64	93.8
01-47-5305 UTILITIES	3,786.75	17,076.85	15,000.00	(2,076.85)	113.9
01-47-5310 TRASH	179.79	1,643.54	1,500.00	(143.54)	109.6
01-47-5315 COPIER EXPENSES	109.33	1,588.21	5,000.00	3,411.79	31.8
01-47-5320 PROPERTY & LIABILITY INSURANCE	20.83	5,791.87	9,390.00	3,598.13	61.7
01-47-5330 TRAINING	4,479.81	7,472.47	5,000.00	(2,472.47)	149.5
01-47-5331 DUES & SUBSCRIPTIONS	.00	630.00	600.00	(30.00)	105.0
01-47-5399 OTHER PROFESSIONAL SERVICES	205.00	490.00	1,386.00	896.00	35.4
01-47-5405 ENGINEERING FEES	6,455.10	32,116.55	30,000.00	(2,116.55)	107.1
01-47-5700 MISC. EXPENSE	.00	269.42	5,000.00	4,730.58	5.4
TOTAL ENGINEERING	64,722.33	614,771.32	630,754.00	15,982.68	97.5

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MUNICIPAL COURT</u>					
01-48-5001 SALARIES & WAGES	3,784.46	33,959.88	48,673.00	14,713.12	69.8
01-48-5040 JUDGE	1,500.00	14,495.00	20,000.00	5,505.00	72.5
01-48-5055 OVERTIME	10.15	280.42	.00	(280.42)	.0
01-48-5060 PAYROLL TAXES	288.15	2,596.10	3,724.00	1,127.90	69.7
01-48-5065 WORKERS COMP	.00	47.28	48.00	.72	98.5
01-48-5066 HEALTH INSURANCE	609.92	4,829.65	7,583.00	2,753.35	63.7
01-48-5067 DEFERRED COMP	80.90	853.09	2,483.00	1,629.91	34.4
01-48-5068 MEDICAL SAVINGS	47.90	229.04	84.00	(145.04)	272.7
01-48-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	.00	500.00	500.00	.0
01-48-5201 COMPUTER/TECHNOLOGY	199.99	199.99	3,000.00	2,800.01	6.7
01-48-5203 UNIFORMS	.00	.00	200.00	200.00	.0
01-48-5235 COURT COSTS	34.00	237.70	1,500.00	1,262.30	15.9
01-48-5300 TELEPHONE	.00	65.62	800.00	734.38	8.2
01-48-5320 PROPERTY & LIABILITY INSURANCE	8.33	2,316.75	3,756.00	1,439.25	61.7
01-48-5330 TRAINING	98.00	150.00	1,000.00	850.00	15.0
01-48-5331 DUES & MEMBERSHIPS	.00	50.00	100.00	50.00	50.0
01-48-5399 OTHER PROFESSIONAL SERVICES	148.40	1,701.80	1,881.00	179.20	90.5
01-48-5455 PROSECUTING ATTORNEY	1,000.00	16,532.50	25,000.00	8,467.50	66.1
01-48-5456 PUBLIC DEFENDER	.00	.00	10,000.00	10,000.00	.0
01-48-5700 MISC. EXPENSE	40.49	285.75	1,000.00	714.25	28.6
TOTAL MUNICIPAL COURT	7,850.69	78,830.57	131,332.00	52,501.43	60.0

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY ENGAGEMENT</u>					
01-49-5001 SALARIES & WAGES	16,098.60	159,638.34	217,304.00	57,665.66	73.5
01-49-5055 OVERTIME	.00	1,018.98	5,000.00	3,981.02	20.4
01-49-5060 PAYROLL TAXES	1,220.59	12,191.42	17,006.00	4,814.58	71.7
01-49-5065 WORKERS COMP	.00	1,420.13	1,504.00	83.87	94.4
01-49-5066 HEALTH INSURANCE	1,549.25	14,510.18	21,597.00	7,086.82	67.2
01-49-5067 DEFERRED COMP	407.38	5,936.68	4,720.00	(1,216.68)	125.8
01-49-5068 MEDICAL SAVINGS	105.72	948.44	437.00	(511.44)	217.0
01-49-5075 EMPLOYMENT/RECRUITMENT EXPENSE	47.16	1,104.56	1,500.00	395.44	73.6
01-49-5201 COMPUTER/TECHNOLOGY	.00	1,176.70	3,000.00	1,823.30	39.2
01-49-5202 PRINTING EXPENSE	.00	4,083.94	10,000.00	5,916.06	40.8
01-49-5203 UNIFORMS	.00	698.33	1,500.00	801.67	46.6
01-49-5205 POSTAGE	.00	472.88	2,500.00	2,027.12	18.9
01-49-5216 FLEET R&M	.00	5,497.75	.00	(5,497.75)	.0
01-49-5220 TOWN DECORATIONS	.00	3,369.86	10,000.00	6,630.14	33.7
01-49-5236 COMMUNITY ENGAGEMENT	1,070.70	9,960.84	10,000.00	39.16	99.6
01-49-5253 GAS & OIL	66.34	255.02	.00	(255.02)	.0
01-49-5260 RECREATION PROGRAMS	90.87	39,180.10	50,000.00	10,819.90	78.4
01-49-5261 COMMUNITY DAY	5,099.11	50,485.87	48,000.00	(2,485.87)	105.2
01-49-5262 TOWN EVENTS	2,962.90	44,809.83	69,000.00	24,190.17	64.9
01-49-5265 SENIOR EVENTS	971.98	7,212.64	10,000.00	2,787.36	72.1
01-49-5300 TELEPHONE	96.00	1,112.73	1,080.00	(32.73)	103.0
01-49-5320 GENERAL LIABILITY INSURANCE	33.34	9,735.71	15,374.00	5,638.29	63.3
01-49-5330 TRAINING	1,554.76	5,413.17	4,000.00	(1,413.17)	135.3
01-49-5331 DUES/MEMBERSHIPS	199.00	7,660.86	7,000.00	(660.86)	109.4
01-49-5349 WELLNESS PROGRAM	460.00	12,657.75	19,000.00	6,342.25	66.6
01-49-5399 OTHER PROFESSIONAL SERVICES	.00	.00	2,000.00	2,000.00	.0
01-49-5401 CONSULTANTS	.00	12,377.50	25,000.00	12,622.50	49.5
01-49-5500 CAPITAL OUTLAY--WAYFINDING	.00	.00	25,000.00	25,000.00	.0
01-49-5560 CAPITAL OUTLAY--SFTWR UPGRADES	.00	9,396.94	12,000.00	2,603.06	78.3
01-49-5700 MISC. EXPENSE	88.49	1,143.24	2,000.00	856.76	57.2
TOTAL COMMUNITY ENGAGEMENT	32,122.19	423,470.39	595,522.00	172,051.61	71.1
<u>NON-DEPARTMENTAL</u>					
01-90-5500 CAPITAL OUTLAY	.00	.00	50,000.00	50,000.00	.0
01-90-5804 TRANSFER TO STREET IMPVT FD	.00	281,250.00	375,000.00	93,750.00	75.0
01-90-5805 TRANSFER TO CAPITAL IMPROVEMEN	.00	1,035,338.25	1,380,451.00	345,112.75	75.0
01-90-8151 SPECIAL PROJECTS	.00	.00	100,000.00	100,000.00	.0
01-90-8155 ARPA BROADBAND	.00	462.67	149,932.00	149,469.33	.3
TOTAL NON-DEPARTMENTAL	.00	1,317,050.92	2,055,383.00	738,332.08	64.1
TOTAL FUND EXPENDITURES	486,633.66	6,691,171.25	9,159,841.00	2,468,669.75	73.1
NET REVENUE OVER EXPENDITURES	214,965.83	1,521,892.54	.00	(1,521,892.54)	.0

TOWN OF MEAD
BALANCE SHEET
OCTOBER 31, 2023

STREET IMPROVEMENT FUND

ASSETS

04-01-0100	COMBINED CASH	1,634,225.70	
04-01-1301	A/R - GENERAL	343,625.75	
04-01-1302	PREPAID EXPENSES	8,809.85	
	TOTAL ASSETS		1,986,661.30

LIABILITIES AND EQUITY

LIABILITIES

04-02-2000	ACCOUNTS PAYABLE	(607.50)	
04-02-2005	RETAINAGE PAYABLE	79,123.99	
04-02-2300	457(B) DEFERRED COMP PAYABLE	742.05	
04-02-2310	EMPLOYEE HEALTH INS. PAYABLE	8,177.29	
04-02-2312	WORKERS COMP INSURANCE PAYABLE	12,322.08	
04-02-2400	FED. WITHHOLDING TAX PAYABLE	1,075.96	
04-02-2401	SOCIAL SECURITY TAX PAYABLE	1,632.21	
04-02-2402	MEDICARE TAX PAYABLE	381.76	
04-02-2403	STATE WITHHOLDING TAX PAYABLE	1,006.10	
04-02-2404	STATE UNEMPLOYMENT TAX PAYABLE	51.86	
	TOTAL LIABILITIES		103,905.80

FUND EQUITY

04-02-3001	FUND BALANCE	2,037,788.40	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	(155,032.90)	
	BALANCE - CURRENT DATE	(155,032.90)	
	TOTAL FUND EQUITY		1,882,755.50
	TOTAL LIABILITIES AND EQUITY		1,986,661.30

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

STREET IMPROVEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 10</u>					
04-10-4005 HIGHWAY USERS TAX	.00	127,584.60	235,190.00	107,605.40	54.3
04-10-4010 SALES TAX	189,641.00	1,685,529.11	2,004,325.00	318,795.89	84.1
04-10-4025 M.V. REGISTRATION	2,300.83	21,409.41	27,193.00	5,783.59	78.7
04-10-4030 BUILDING USE TAX	30,068.27	201,208.77	205,778.00	4,569.23	97.8
TOTAL SOURCE 10	222,010.10	2,035,731.89	2,472,486.00	436,754.11	82.3
<u>SOURCE 11</u>					
04-11-4102 RIGHT-OF-WAY PERMITS	38,424.50	78,849.50	.00	(78,849.50)	.0
TOTAL SOURCE 11	38,424.50	78,849.50	.00	(78,849.50)	.0
<u>SOURCE 16</u>					
04-16-4601 TRANSFER FROM GF	.00	281,250.00	375,000.00	93,750.00	75.0
TOTAL SOURCE 16	.00	281,250.00	375,000.00	93,750.00	75.0
<u>SOURCE 18</u>					
04-18-4619 INTEREST INCOME	7,312.89	96,058.73	.00	(96,058.73)	.0
TOTAL SOURCE 18	7,312.89	96,058.73	.00	(96,058.73)	.0
TOTAL FUND REVENUE	267,747.49	2,491,890.12	2,847,486.00	355,595.88	87.5

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

STREET IMPROVEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES--STREET IMP FUND</u>					
04-44-5001 SALARIES & WAGES	27,495.62	278,260.50	238,136.00	(40,124.50)	116.9
04-44-5055 OVERTIME	293.79	4,890.23	9,000.00	4,109.77	54.3
04-44-5060 PAYROLL TAXES	2,044.39	21,000.20	18,906.00	(2,094.20)	111.1
04-44-5065 WORKERS COMPENSATION	.00	21,853.90	8,078.00	(13,775.90)	270.5
04-44-5066 HEALTH INSURANCE	4,164.94	38,424.69	40,410.00	1,985.31	95.1
04-44-5067 DEFERRED COMP	675.98	7,604.19	5,627.00	(1,977.19)	135.1
04-44-5068 MEDICAL SAVINGS	54.18	535.52	.00	(535.52)	.0
04-44-5075 EMPLOYMENT/RECRUITMENT EXPENSE	.00	61.46	1,500.00	1,438.54	4.1
04-44-5201 COMPUTER/TECHNOLOGY	461.25	9,846.25	25,000.00	15,153.75	39.4
04-44-5203 UNIFORMS	180.00	2,379.59	2,000.00	(379.59)	119.0
04-44-5210 OPERATING SUPPLIES	(607.50)	2,270.51	2,500.00	229.49	90.8
04-44-5212 FURNISHINGS	.00	.00	5,000.00	5,000.00	.0
04-44-5215 REPAIRS & MAINTENANCE--STREETS	.00	182,744.70	240,000.00	57,255.30	76.1
04-44-5216 REPAIR & MAINT.--FLEET	2,402.79	29,319.54	40,000.00	10,680.46	73.3
04-44-5250 ASPHALT/STREET PATCHING	1,555,453.68	1,561,345.58	1,800,000.00	238,654.42	86.7
04-44-5252 STREET SIGNS & MARKERS	5,891.93	11,787.35	25,000.00	13,212.65	47.2
04-44-5253 GAS & OIL	2,601.20	18,496.85	20,000.00	1,503.15	92.5
04-44-5254 TOOLS	433.93	9,032.11	10,000.00	967.89	90.3
04-44-5255 SAFETY EQUIPMENT	905.66	3,790.88	3,500.00	(290.88)	108.3
04-44-5300 TELEPHONE	168.00	2,179.78	3,500.00	1,320.22	62.3
04-44-5305 UTILITIES	2,768.63	25,368.90	35,000.00	9,631.10	72.5
04-44-5310 TRASH DISPOSAL	.00	100.00	.00	(100.00)	.0
04-44-5320 PROPERTY & LIABILITY INSURANCE	104.17	28,959.34	46,951.00	17,991.66	61.7
04-44-5330 TRAINING	4,324.70	4,734.14	1,500.00	(3,234.14)	315.6
04-44-5331 DUES & MEMBERSHIPS	.00	100.00	1,500.00	1,400.00	6.7
04-44-5360 STREET SWEEPING	3,942.00	24,786.00	15,000.00	(9,786.00)	165.2
04-44-5361 DUST CONTROL	.00	26,367.22	40,000.00	13,632.78	65.9
04-44-5362 GRAVEL	.00	8,246.03	38,000.00	29,753.97	21.7
04-44-5363 WEED CONTROL	639.95	7,149.93	3,000.00	(4,149.93)	238.3
04-44-5364 SNOW REMOVAL	31,885.52	63,112.99	100,000.00	36,887.01	63.1
04-44-5365 REPAIR & MAINTENANCE--SEALCOAT	31,418.00	31,418.00	500,000.00	468,582.00	6.3
04-44-5366 REPAIR & MAINTENANCE--DRAINAGE	.00	15,348.00	500,000.00	484,652.00	3.1
04-44-5367 STREET STRIPING	.00	.00	75,000.00	75,000.00	.0
04-44-5369 REPAIR & MAINTENANCE--BRIDGES	15,800.12	34,888.46	127,620.00	92,731.54	27.3
04-44-5405 ENGINEERING FEES	.00	31,478.66	200,000.00	168,521.34	15.7
04-44-5491 VEHICLE LEASE EXPENSES	679.32	679.32	.00	(679.32)	.0
04-44-5500 CAPITAL OUTLAY	.00	138,362.20	205,000.00	66,637.80	67.5
04-44-5604 2012 GRADER	.00	.00	2,500.00	2,500.00	.0
TOTAL EXPENDITURES--STREET IMP FUND	1,694,182.25	2,646,923.02	4,389,228.00	1,742,304.98	60.3
TOTAL FUND EXPENDITURES	1,694,182.25	2,646,923.02	4,389,228.00	1,742,304.98	60.3
NET REVENUE OVER EXPENDITURES	(1,426,434.76)	(155,032.90)	(1,541,742.00)	(1,386,709.10)	(10.1)

TOWN OF MEAD
 BALANCE SHEET
 OCTOBER 31, 2023

CONSERVATION TRUST FUND

<u>ASSETS</u>			
05-01-0100	CASH IN COMMON - CTF	90,633.86	
		<u>90,633.86</u>	
	TOTAL ASSETS		<u>90,633.86</u>
 <u>LIABILITIES AND EQUITY</u>			
 <u>FUND EQUITY</u>			
05-02-3001	FUND BALANCE	36,128.17	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	54,505.69	
		<u>54,505.69</u>	
	BALANCE - CURRENT DATE	54,505.69	
		<u>54,505.69</u>	
	TOTAL FUND EQUITY		<u>90,633.86</u>
	TOTAL LIABILITIES AND EQUITY		<u>90,633.86</u>

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

CONSERVATION TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>LOTTERY REVENUE</u>					
05-17-4630 LOTTERY REVENUE	.00	51,867.01	61,523.00	9,655.99	84.3
TOTAL LOTTERY REVENUE	.00	51,867.01	61,523.00	9,655.99	84.3
<u>MISCELLANEOUS REVENUE</u>					
05-18-4619 INTEREST & DIVIDEND INCOME	405.57	2,638.68	.00	(2,638.68)	.0
TOTAL MISCELLANEOUS REVENUE	405.57	2,638.68	.00	(2,638.68)	.0
TOTAL FUND REVENUE	405.57	54,505.69	61,523.00	7,017.31	88.6
05-45-5506 CAPITAL OUTLAY--PARKS & EQUIP	.00	.00	98,500.00	98,500.00	.0
TOTAL DEPARTMENT 45	.00	.00	98,500.00	98,500.00	.0
TOTAL FUND EXPENDITURES	.00	.00	98,500.00	98,500.00	.0
NET REVENUE OVER EXPENDITURES	405.57	54,505.69	(36,977.00)	(91,482.69)	147.4

TOWN OF MEAD
BALANCE SHEET
OCTOBER 31, 2023

SEWER FUND

ASSETS

06-01-0100	COMBINED CASH	1,554,665.15
06-01-1302	PREPAID EXPENSE	2,418.87
06-01-1305	ACCUM DEPRECIATION - PLANT & E	(3,537,093.14)
06-01-1306	A/R-UTILITY BILLING	101,397.76
06-01-1501	LAND	294,834.95
06-01-1502	LAND IMPROV.	322,159.37
06-01-1503	SEWER COLLECTION SYSTEM	1,753,546.08
06-01-1504	BUILDINGS	281,750.60
06-01-1506	MACH. & EQUIP.	179,757.28
06-01-1507	WASTEWATER TREATMENT PLANT	6,722,398.81
06-01-1510	CONSTRUCTION IN PROGRESS	42,103.93
		7,717,939.66
TOTAL ASSETS		7,717,939.66

LIABILITIES AND EQUITY

LIABILITIES

06-02-2200	LOAN PAYABLE CWRPDA--LT	1,391,698.93
06-02-2201	LOAN PAYABLE CWRPDA--CURRENT	79,497.38
06-02-2300	EMPLOYEE PENSION PAYABLE	711.05
06-02-2310	EMPLOYEE HEALTH INS. PAYABLE	534.06
06-02-2312	WORKERS COMP INSURANCE PAYABLE	1,252.00
06-02-2314	401(A) CONTRIBUTIONS PAYABLE	55.32
06-02-2400	FED. WITHHOLDING TAX PAYABLE	745.36
06-02-2401	SOCIAL SECURITY TAX PAYABLE	785.20
06-02-2402	MEDICARE TAX PAYABLE	196.92
06-02-2403	STATE WITHHOLDING TAX PAYABLE	536.58
06-02-2404	STATE UNEMPLOYMENT TAX PAYABLE	27.25
06-02-2410	MISC PAYROLL PAYABLE	5,746.00
06-02-2500	ACC'D COMPENSATED ABS--CURRENT	1,094.99
06-02-2501	ACCR'D COMPENSATED ABSENCES-LT	9,854.89
06-02-2502	ACCRUED INT PAYABLE--CWRPDA	21,393.65
06-02-2601	BOND PREMIUM--UNAMORTIZED	49,993.06
		1,564,122.64
TOTAL LIABILITIES		1,564,122.64

FUND EQUITY

06-02-3001	FUND BALANCE	5,746,434.27
UNAPPROPRIATED FUND BALANCE:		
06-02-3010	CONTRIBUTIONS FROM DEVELOPERS	15,000.00
06-02-3020	CONTRIBUTIONS SEWER TAPS	425,400.00
	REVENUE OVER EXPENDITURES - YTD	(33,017.25)
		407,382.75
BALANCE - CURRENT DATE		407,382.75
TOTAL FUND EQUITY		6,153,817.02
TOTAL LIABILITIES AND EQUITY		7,717,939.66

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CHARGES FOR SERVICES</u>					
06-11-4150 SEWER USER FEES	80,734.09	787,228.24	982,183.00	194,954.76	80.2
06-11-4152 RATERINK LIFT STA. SURCHARGE	1,020.00	10,160.00	.00	(10,160.00)	.0
06-11-4160 SEWER LATE/NSF FEES	1,270.00	12,217.14	16,000.00	3,782.86	76.4
06-11-4165 SEWER TAP FEES	6,407.00	163,610.00	494,932.00	331,322.00	33.1
TOTAL CHARGES FOR SERVICES	89,431.09	973,215.38	1,493,115.00	519,899.62	65.2
<u>MISCELLANEOUS REVENUE</u>					
06-18-4619 INTEREST & DIVIDEND INCOME	6,956.87	63,178.27	36,000.00	(27,178.27)	175.5
TOTAL MISCELLANEOUS REVENUE	6,956.87	63,178.27	36,000.00	(27,178.27)	175.5
TOTAL FUND REVENUE	96,387.96	1,036,393.65	1,529,115.00	492,721.35	67.8
<u>ADMINISTRATION</u>					
06-40-5001 SALARIES & WAGES	13,762.72	142,582.38	169,869.00	27,286.62	83.9
06-40-5055 OVERTIME	274.48	5,080.08	.00	(5,080.08)	.0
06-40-5060 PAYROLL TAXES	1,016.73	10,987.22	12,995.00	2,007.78	84.6
06-40-5065 WORKERS COMP	.00	4,739.97	3,094.00	(1,645.97)	153.2
06-40-5066 HEALTH INSURANCE	1,452.06	17,296.40	25,845.00	8,548.60	66.9
06-40-5067 DEFERRED COMP/RETIREMENT	696.75	7,070.28	7,009.00	(61.28)	100.9
06-40-5068 MEDICAL SAVINGS	89.60	598.10	587.00	(11.10)	101.9
06-40-5205 POSTAGE	405.24	3,530.72	4,800.00	1,269.28	73.6
06-40-5300 TELEPHONE	43.50	775.15	720.00	(55.15)	107.7
06-40-5320 GENERAL LIABILITY INSURANCE	20.83	5,791.87	9,390.00	3,598.13	61.7
06-40-5331 DUES AND MEMBERSHIP	.00	1,000.00	1,200.00	200.00	83.3
06-40-5399 OTHER PROFESSIONAL SERVICES	519.40	4,674.60	6,583.00	1,908.40	71.0
06-40-5400 LEGAL FEES	878.60	7,979.75	11,385.00	3,405.25	70.1
06-40-5401 CONSULTING FEES	1,812.79	13,098.70	13,647.00	548.30	96.0
06-40-5405 ENGINEERING FEES	12,018.00	27,532.85	70,000.00	42,467.15	39.3
06-40-5410 PLANNING/CONSULTANTS	207.12	1,857.94	2,040.00	182.06	91.1
06-40-5415 AUDIT FEES	.00	7,965.00	7,977.00	12.00	99.9
06-40-5460 ADMINISTRATIVE OVERHEAD	.00	.00	9,185.00	9,185.00	.0
06-40-5700 MISC. EXPENSE	.00	.00	500.00	500.00	.0
06-40-5701 BANK FEES	639.33	5,043.73	.00	(5,043.73)	.0
06-40-5705 MILEAGE	50.00	500.00	300.00	(200.00)	166.7
TOTAL ADMINISTRATION	33,887.15	268,104.74	357,126.00	89,021.26	75.1

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATIONS</u>					
06-47-5210 OPERATING SUPPLIES	.00	.00	1,500.00	1,500.00	.0
06-47-5215 REPAIRS & MAINT	633.19	25,783.50	160,500.00	134,716.50	16.1
06-47-5227 CHEMICALS	.00	.00	750.00	750.00	.0
06-47-5231 SLUDGE DISPOSAL	5,807.78	47,742.39	65,000.00	17,257.61	73.5
06-47-5248 SEWER LINE REPAIRS	.00	581.76	15,000.00	14,418.24	3.9
06-47-5253 GAS & OIL	853.74	6,263.13	6,000.00	(263.13)	104.4
06-47-5305 UTILITIES	3,505.81	37,706.60	68,284.00	30,577.40	55.2
06-47-5306 UTILITIES--RATERINK	36.29	534.07	.00	(534.07)	.0
06-47-5310 TRASH	93.72	937.20	1,125.00	187.80	83.3
06-47-5390 SEWER MAINT. CONTRACT	5,390.35	57,683.86	85,638.00	27,954.14	67.4
06-47-5391 SEWER TESTING	692.16	4,551.01	6,000.00	1,448.99	75.9
06-47-5392 LINE LOCATOR	383.13	7,848.08	6,000.00	(1,848.08)	130.8
06-47-5393 STATE DISCHARGE PERMIT	.00	5,093.40	3,500.00	(1,593.40)	145.5
06-47-5394 SEWER LINE FLUSHING	.00	80,082.00	85,000.00	4,918.00	94.2
06-47-5396 R&M--RATERINK LIFT STATION	735.00	8,257.35	.00	(8,257.35)	.0
06-47-5556 CAPITAL OUTLAY--CIPP	250.00	250.00	100,000.00	99,750.00	.3
06-47-5557 CAPITAL OUTLAY-HEADWORKS MECH	1,879.79	380,013.79	185,700.00	(194,313.79)	204.6
06-47-5558 CAPITAL OUTLAY-BLOWER REPLACE	.00	3,665.50	130,000.00	126,334.50	2.8
06-47-5559 CAPITAL OUTLAY-CHEMICAL PHOSOP	3,058.00	4,158.00	100,000.00	95,842.00	4.2
TOTAL OPERATIONS	23,318.96	671,151.64	1,019,997.00	348,845.36	65.8
<u>DEPARTMENT 98</u>					
06-98-9801 2007 CWRPDA LOAN--PRINCIPAL	.00	79,497.38	79,497.00	(.38)	100.0
06-98-9802 2007 CWRPDA LOAN--INTEREST	.00	50,657.14	50,657.00	(.14)	100.0
TOTAL DEPARTMENT 98	.00	130,154.52	130,154.00	(.52)	100.0
TOTAL FUND EXPENDITURES	57,206.11	1,069,410.90	1,507,277.00	437,866.10	71.0
NET REVENUE OVER EXPENDITURES	39,181.85	(33,017.25)	21,838.00	54,855.25	(151.2)

TOWN OF MEAD
 BALANCE SHEET
 OCTOBER 31, 2023

POLICE FUND

ASSETS

08-01-0100	CASH IN COMMON - POLICE	151,976.62	
	TOTAL ASSETS		151,976.62

LIABILITIES AND EQUITY

FUND EQUITY

08-02-3001	FUND BALANCE	250,667.54	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	(98,690.92)	
	BALANCE - CURRENT DATE	(98,690.92)	
	TOTAL FUND EQUITY		151,976.62
	TOTAL LIABILITIES AND EQUITY		151,976.62

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

POLICE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
08-11-4165 IMPACT FEES	2,719.72	49,535.72	150,321.00	100,785.28	33.0
TOTAL SOURCE 11	2,719.72	49,535.72	150,321.00	100,785.28	33.0
 <u>SOURCE 18</u>					
08-18-4619 INTEREST & DIVIDEND INCOME	680.07	7,900.73	5,400.00	(2,500.73)	146.3
TOTAL SOURCE 18	680.07	7,900.73	5,400.00	(2,500.73)	146.3
 TOTAL FUND REVENUE	 3,399.79	 57,436.45	 155,721.00	 98,284.55	 36.9
 <u>DEPARTMENT 42</u>					
08-42-5491 VEHICLE LEASE EXPENSES	7,544.64	98,141.64	86,925.00	(11,216.64)	112.9
08-42-5511 CAPITAL OUTLAY--BLDGS & IMPVTS	.00	57,985.73	225,000.00	167,014.27	25.8
TOTAL DEPARTMENT 42	7,544.64	156,127.37	311,925.00	155,797.63	50.1
 TOTAL FUND EXPENDITURES	 7,544.64	 156,127.37	 311,925.00	 155,797.63	 50.1
 NET REVENUE OVER EXPENDITURES	 (4,144.85)	 (98,690.92)	 (156,204.00)	 (57,513.08)	 (63.2)

TOWN OF MEAD
 BALANCE SHEET
 OCTOBER 31, 2023

MUNICIPAL FACILITIES FUND

<u>ASSETS</u>			
09-01-0100	COMBINED CASH	3,353,442.60	
	TOTAL ASSETS		<u>3,353,442.60</u>
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
09-02-2005	RETAINAGE PAYABLE	55,220.50	
	TOTAL LIABILITIES		55,220.50
<u>FUND EQUITY</u>			
09-02-3003	FUND BALANCE-MUNICIPAL	2,327,141.70	
09-02-3004	FUND BALANCE-RECREATION	67,630.83	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	<u>903,449.57</u>	
	BALANCE - CURRENT DATE	<u>903,449.57</u>	
	TOTAL FUND EQUITY		<u>3,298,222.10</u>
	TOTAL LIABILITIES AND EQUITY		<u>3,353,442.60</u>

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

MUNICIPAL FACILITIES FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>FEES</u>					
09-11-4165 IMPACT FEES	20,209.57	482,401.57	1,284,309.00	801,907.43	37.6
TOTAL FEES	20,209.57	482,401.57	1,284,309.00	801,907.43	37.6
<u>GRANTS</u>					
09-15-4545 GRANTS--EIAF 9349 STATE FUNDS	.00	21,097.62	40,000.00	18,902.38	52.7
TOTAL GRANTS	.00	21,097.62	40,000.00	18,902.38	52.7
<u>SOURCE 16</u>					
09-16-4806 TRANSFER FROM SEWER FUND	.00	1,125,000.00	1,500,000.00	375,000.00	75.0
09-16-4819 TRF FR CAPITAL IMPRVT FUND	.00	600,000.00	800,000.00	200,000.00	75.0
TOTAL SOURCE 16	.00	1,725,000.00	2,300,000.00	575,000.00	75.0
<u>MISCELLANEOUS REVENUE</u>					
09-18-4619 INTEREST & DIVIDEND INCOME	14,742.24	119,921.73	63,525.00	(56,396.73)	188.8
TOTAL MISCELLANEOUS REVENUE	14,742.24	119,921.73	63,525.00	(56,396.73)	188.8
TOTAL FUND REVENUE	34,951.81	2,348,420.92	3,687,834.00	1,339,413.08	63.7
<u>ADMINISTRATION</u>					
09-40-5410 PLANNING/CONSULTANTS	.00	14,240.00	30,000.00	15,760.00	47.5
TOTAL ADMINISTRATION	.00	14,240.00	30,000.00	15,760.00	47.5
<u>STREETS</u>					
09-44-5602 LEASE PURCH PRIN--2021 TRUCK 2	.00	38,287.18	38,287.00	(.18)	100.0
09-44-5603 LEASE PURCH INT--2021 TRUCK 2	.00	4,956.00	4,956.00	.00	100.0
09-44-5604 2021 LEASE PURCH PRIN--TRUCK 1	39,470.08	39,470.08	39,470.00	(.08)	100.0
09-44-5605 2021 LEASE PURCH INT--TRUCK 1	3,773.10	3,773.10	3,773.00	(.10)	100.0
TOTAL STREETS	43,243.18	86,486.36	86,486.00	(.36)	100.0

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

MUNICIPAL FACILITIES FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 45</u>					
09-45-5491 VEHICLE LEASE EXPENSES	4,975.50	55,983.17	63,140.00	7,156.83	88.7
TOTAL DEPARTMENT 45	4,975.50	55,983.17	63,140.00	7,156.83	88.7
<u>DEPARTMENT 49</u>					
09-49-5491 VEHICLE LEASE EXPENSES	934.30	7,266.68	12,333.00	5,066.32	58.9
TOTAL DEPARTMENT 49	934.30	7,266.68	12,333.00	5,066.32	58.9
<u>EXPENDITURES</u>					
09-50-5500 CAPITAL OUTLAY--BOARD/CT ROOM	2,994.65	659,275.14	400,000.00	(259,275.14)	164.8
09-50-5505 CAPITAL OUTLAY--OFFICE EQ	.00	3,310.50	.00	(3,310.50)	.0
09-50-5511 CAPITAL OUTLAY--PW FACILITY	384.00	233,001.15	175,000.00	(58,001.15)	133.1
09-50-5512 CAPITAL OUTLAY--TH IMPRVMTS	.00	.00	50,000.00	50,000.00	.0
09-50-5514 CAPITAL OUTLAY--GRADER SHED	7,706.14	7,706.14	50,000.00	42,293.86	15.4
TOTAL EXPENDITURES	11,084.79	903,292.93	675,000.00	(228,292.93)	133.8
<u>DEPARTMENT 51</u>					
09-51-5500 CAPITAL OUTLAY	65,564.20	377,702.21	5,385,000.00	5,007,297.79	7.0
TOTAL DEPARTMENT 51	65,564.20	377,702.21	5,385,000.00	5,007,297.79	7.0
TOTAL FUND EXPENDITURES	125,801.97	1,444,971.35	6,251,959.00	4,806,987.65	23.1
NET REVENUE OVER EXPENDITURES	(90,850.16)	903,449.57	(2,564,125.00)	(3,467,574.57)	35.2

TOWN OF MEAD
 BALANCE SHEET
 OCTOBER 31, 2023

TRANSPORTATION FUND

<u>ASSETS</u>			
14-01-0100	COMBINED CASH	6,714,202.47	
	TOTAL ASSETS		<u>6,714,202.47</u>
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
14-02-2005	RETAINAGE PAYABLE	8,337.44	
	TOTAL LIABILITIES		8,337.44
<u>FUND EQUITY</u>			
14-02-3001	FUND BALANCE	6,403,665.94	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	<u>302,199.09</u>	
	BALANCE - CURRENT DATE	<u>302,199.09</u>	
	TOTAL FUND EQUITY		<u>6,705,865.03</u>
	TOTAL LIABILITIES AND EQUITY		<u>6,714,202.47</u>

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

TRANSPORTATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>FEES</u>					
14-11-4165 IMPACT FEES	41,686.52	557,317.52	2,056,551.00	1,499,233.48	27.1
TOTAL FEES	41,686.52	557,317.52	2,056,551.00	1,499,233.48	27.1
<u>GRANTS</u>					
14-15-4570 CDOT GRANT--SAFE ROUTES TO SCH	2,923.20	2,923.20	424,850.00	421,926.80	.7
14-15-4571 CDOT GRANT--UNDERPASS	176,117.58	176,117.58	400,000.00	223,882.42	44.0
14-15-4575 CML GRANT--BRIDGE	.00	.00	160,317.00	160,317.00	.0
14-15-4580 FEDERAL GRANT--3RD & WELKER	.00	.00	1,900,000.00	1,900,000.00	.0
14-15-4585 ENERGY COLO--EV CHARGING GRANT	.00	.00	40,000.00	40,000.00	.0
TOTAL GRANTS	179,040.78	179,040.78	2,925,167.00	2,746,126.22	6.1
<u>SOURCE 16</u>					
14-16-4820 TRANSFER FROM MURA	.00	375,000.00	500,000.00	125,000.00	75.0
TOTAL SOURCE 16	.00	375,000.00	500,000.00	125,000.00	75.0
<u>MISCELLANEOUS REVENUE</u>					
14-18-4619 INTEREST & DIVIDEND INCOME	30,308.83	266,227.44	.00	(266,227.44)	.0
TOTAL MISCELLANEOUS REVENUE	30,308.83	266,227.44	.00	(266,227.44)	.0
<u>SOURCE 19</u>					
14-19-4941 P.I.L.O.CONSTRUCTION	.00	46,341.87	500,000.00	453,658.13	9.3
TOTAL SOURCE 19	.00	46,341.87	500,000.00	453,658.13	9.3
TOTAL FUND REVENUE	251,036.13	1,423,927.61	5,981,718.00	4,557,790.39	23.8

TOWN OF MEAD
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

TRANSPORTATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
14-40-5405 ENGINEERING FEES	.00	.00	20,000.00	20,000.00	.0
14-40-5500 CAPITAL OUTLAY--WELKER/3RD	61,660.38	154,194.56	4,557,511.00	4,403,316.44	3.4
14-40-5501 CAPITAL OUTLAY--SAFE RTESTOSCH	8,051.88	11,705.88	531,063.00	519,357.12	2.2
14-40-5562 CAPITAL OUTLAY-Y BRIDGE DESIGN	.00	.00	200,396.00	200,396.00	.0
14-40-5564 CAPITAL OUTLAY--WING WALL	.00	14,187.65	.00	(14,187.65)	.0
14-40-5565 CAPITAL OUTLAY-SH66/CR7 UNDER	99,812.61	319,959.59	500,000.00	180,040.41	64.0
14-40-5566 CAPITAL OUTLAY-SH 66/CR7--ITEN	.00	2,451.88	1,250,000.00	1,247,548.12	.2
14-40-5567 CAPITAL OUTLAY-NORTH CREEK	.00	1,289.00	20,000.00	18,711.00	6.5
14-40-5568 CAPITAL OUTLAY-ALLEY IMPTS	.00	.00	1,250,000.00	1,250,000.00	.0
14-40-5569 CAPITAL OUTLAY-INT CR 38 & I	.00	.00	200,000.00	200,000.00	.0
14-40-5570 CAPITAL OUTLAY-EV CHARGING ST	.00	.00	40,000.00	40,000.00	.0
14-40-5720 CONTINGENCIES	.00	617,939.96	175,000.00	(442,939.96)	353.1
TOTAL EXPENDITURES	<u>169,524.87</u>	<u>1,121,728.52</u>	<u>8,743,970.00</u>	<u>7,622,241.48</u>	<u>12.8</u>
TOTAL FUND EXPENDITURES	<u>169,524.87</u>	<u>1,121,728.52</u>	<u>8,743,970.00</u>	<u>7,622,241.48</u>	<u>12.8</u>
NET REVENUE OVER EXPENDITURES	<u>81,511.26</u>	<u>302,199.09</u>	<u>(2,762,252.00)</u>	<u>(3,064,451.09)</u>	<u>10.9</u>

TOWN OF MEAD
 BALANCE SHEET
 OCTOBER 31, 2023

PARKS & OPEN SPACE

<u>ASSETS</u>			
18-01-0100	CASH IN COMMON - PARKS & OPEN	881,888.68	
		<u>881,888.68</u>	
	TOTAL ASSETS		<u>881,888.68</u>
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
18-02-3001	FUND BALANCE	1,110,903.68	
18-02-3005	FUND BALANCE - OPEN SPACE	619,757.05	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	(848,772.05)	
		<u>(848,772.05)</u>	
	BALANCE - CURRENT DATE		
		<u>(848,772.05)</u>	
	TOTAL FUND EQUITY		<u>881,888.68</u>
	TOTAL LIABILITIES AND EQUITY		<u>881,888.68</u>

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

PARKS & OPEN SPACE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>FEES</u>					
18-11-4165 IMPACT FEES	8,763.00	251,103.00	666,020.00	414,917.00	37.7
TOTAL FEES	8,763.00	251,103.00	666,020.00	414,917.00	37.7
<u>MISCELLANEOUS REVENUE</u>					
18-18-4527 GOCO GRANT--FISHING IS FUN	.00	.00	100,000.00	100,000.00	.0
18-18-4619 INTEREST & DIVIDEND INCOME	3,946.31	51,950.63	.00	(51,950.63)	.0
TOTAL MISCELLANEOUS REVENUE	3,946.31	51,950.63	100,000.00	48,049.37	52.0
TOTAL FUND REVENUE	12,709.31	303,053.63	766,020.00	462,966.37	39.6
<u>ADMINISTRATION</u>					
18-40-5410 PLANNING/CONSULTANTS	.00	.00	130,000.00	130,000.00	.0
TOTAL ADMINISTRATION	.00	.00	130,000.00	130,000.00	.0
<u>DEPARTMENT 45</u>					
18-45-5500 CAPITAL OUTLAY	1,436.50	11,711.68	350,000.00	338,288.32	3.4
TOTAL DEPARTMENT 45	1,436.50	11,711.68	350,000.00	338,288.32	3.4
<u>CAPITAL PROJECTS</u>					
18-52-5500 CAPITAL OUTLAY	3,516.50	15,114.00	375,000.00	359,886.00	4.0
18-52-5909 TRANSFER TO MUNICIPAL FUND	.00	1,125,000.00	1,500,000.00	375,000.00	75.0
TOTAL CAPITAL PROJECTS	3,516.50	1,140,114.00	1,875,000.00	734,886.00	60.8
TOTAL FUND EXPENDITURES	4,953.00	1,151,825.68	2,355,000.00	1,203,174.32	48.9
NET REVENUE OVER EXPENDITURES	7,756.31	(848,772.05)	(1,588,980.00)	(740,207.95)	(53.4)

TOWN OF MEAD
 BALANCE SHEET
 OCTOBER 31, 2023

CAPITAL IMPROVEMENT FUND

<u>ASSETS</u>			
19-01-0100	COMBINED CASH		3,808,267.66
			<u>3,808,267.66</u>
	TOTAL ASSETS		<u>3,808,267.66</u>
 <u>LIABILITIES AND EQUITY</u>			
 <u>FUND EQUITY</u>			
19-02-3001	FUND BALANCE		3,305,303.52
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	502,964.14	
			<u>502,964.14</u>
	BALANCE - CURRENT DATE		<u>502,964.14</u>
	TOTAL FUND EQUITY		<u>3,808,267.66</u>
	TOTAL LIABILITIES AND EQUITY		<u>3,808,267.66</u>

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

CAPITAL IMPROVEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TRANSFERS IN</u>					
19-16-4615 TRANSFER IN FROM GENERAL	.00	1,035,338.25	1,380,451.00	345,112.75	75.0
TOTAL TRANSFERS IN	.00	1,035,338.25	1,380,451.00	345,112.75	75.0
<u>MISCELLANEOUS REVENUE</u>					
19-18-4619 INTEREST & DIVIDEND INCOME	17,041.38	67,625.89	21,000.00	(46,625.89)	322.0
TOTAL MISCELLANEOUS REVENUE	17,041.38	67,625.89	21,000.00	(46,625.89)	322.0
TOTAL FUND REVENUE	17,041.38	1,102,964.14	1,401,451.00	298,486.86	78.7
<u>DEPARTMENT 46</u>					
19-46-5909 TRANSFER TO MUNI FACIL FUND	.00	600,000.00	800,000.00	200,000.00	75.0
TOTAL DEPARTMENT 46	.00	600,000.00	800,000.00	200,000.00	75.0
TOTAL FUND EXPENDITURES	.00	600,000.00	800,000.00	200,000.00	75.0
NET REVENUE OVER EXPENDITURES	17,041.38	502,964.14	601,451.00	98,486.86	83.6

TOWN OF MEAD
BALANCE SHEET
OCTOBER 31, 2023

MEAD URBAN RENEWAL AUTHORITY

ASSETS

20-01-0100	COMBINED CASH	3,422,720.23
20-01-1250	PROPERTY TAX RECEIVABLE	3,042,118.00
20-01-1301	A/R - MURA	218.76
20-01-1302	PREPAID EXPENSE	842.29
		842.29
	TOTAL ASSETS	6,465,899.28

LIABILITIES AND EQUITY

LIABILITIES

20-02-2300	EMPLOYEE PENSION PAYABLE	851.28
20-02-2310	EMPLOYEE HEALTH INS. PAYABLE	844.03
20-02-2312	WORKERS COMP INSURANCE PAYABLE	1,043.79
20-02-2314	401(A) CONTRIBUTIONS PAYABLE	276.57
20-02-2400	FED. WITHHOLDING TAX PAYABLE	1,051.81
20-02-2401	SOCIAL SECURITY TAX PAYABLE	706.88
20-02-2402	MEDICARE TAX PAYABLE	231.58
20-02-2403	STATE WITHHOLDING TAX PAYABLE	666.35
20-02-2404	STATE UNEMPLOYMENT TAX PAYABLE	32.35
20-02-2410	MISC PAYROLL PAYABLE	6,219.45
20-02-2700	DEFERRED INFLOWS- PROPERTY TAX	3,042,118.00
		3,042,118.00
	TOTAL LIABILITIES	3,054,042.09

FUND EQUITY

20-02-3001	FUND BALANCE	3,091,476.14
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	320,381.05
	BALANCE - CURRENT DATE	320,381.05
	TOTAL FUND EQUITY	3,411,857.19
	TOTAL LIABILITIES AND EQUITY	6,465,899.28

TOWN OF MEAD
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

MEAD URBAN RENEWAL AUTHORITY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
20-10-4050 TAX INCREMENT REVENUE (TIF)	10,045.49	2,932,287.04	2,904,204.00	(28,083.04)	101.0
TOTAL TAXES	10,045.49	2,932,287.04	2,904,204.00	(28,083.04)	101.0
<u>FEES</u>					
20-11-4110 ADMINSTRATIVE FEE	.00	.00	15,240.00	15,240.00	.0
TOTAL FEES	.00	.00	15,240.00	15,240.00	.0
<u>MISCELLANEOUS REVENUE</u>					
20-18-4619 INTEREST & DIVIDEND INCOME	15,316.12	129,715.06	29,295.00	(100,420.06)	442.8
TOTAL MISCELLANEOUS REVENUE	15,316.12	129,715.06	29,295.00	(100,420.06)	442.8
TOTAL FUND REVENUE	25,361.61	3,062,002.10	2,948,739.00	(113,263.10)	103.8
<u>ADMINISTRATION</u>					
20-40-5001 SALARIES & WAGES	16,588.76	177,042.36	207,756.00	30,713.64	85.2
20-40-5055 OVERTIME	.00	276.58	.00	(276.58)	.0
20-40-5060 PAYROLL TAXES	973.21	12,703.50	15,893.00	3,189.50	79.9
20-40-5065 WORKERS COMP	.00	2,235.22	1,226.00	(1,009.22)	182.3
20-40-5066 HEALTH INSURANCE	1,974.09	18,933.28	23,307.00	4,373.72	81.2
20-40-5067 DEFERRED COMP/RETIREMENT	1,008.46	11,096.81	12,515.00	1,418.19	88.7
20-40-5068 MEDICAL SAVINGS	63.92	542.66	617.00	74.34	88.0
20-40-5100 TIF REVENUE SHARING	.00	1,707,258.34	1,655,481.00	(51,777.34)	103.1
20-40-5300 TELEPHONE	48.50	449.00	523.00	74.00	85.9
20-40-5320 GENERAL LIABILITY INSURANCE	8.35	2,316.74	3,343.00	1,026.26	69.3
20-40-5400 LEGAL FEES	3,733.56	17,634.11	40,000.00	22,365.89	44.1
20-40-5401 CONSULTING FEES	1,746.05	12,232.53	13,187.00	954.47	92.8
20-40-5415 AUDIT FEES	.00	2,655.00	2,659.00	4.00	99.9
20-40-5425 COUNTY TREASURER'S FEE	150.67	15,636.72	43,563.00	27,926.28	35.9
20-40-5427 TIF ADVANCE	.00	382,987.10	1,100,000.00	717,012.90	34.8
20-40-5500 CAPITAL OUTLAY	.00	.00	50,000.00	50,000.00	.0
20-40-5700 MISC. EXPENSE	.00	121.10	1,000.00	878.90	12.1
20-40-5705 MILEAGE	250.00	2,500.00	2,000.00	(500.00)	125.0
20-40-5914 TRANSFER TO TRANSPORTATION FD	.00	375,000.00	500,000.00	125,000.00	75.0
20-40-5999 OTHER PROJECTS	.00	.00	1,000,000.00	1,000,000.00	.0
TOTAL ADMINISTRATION	26,545.57	2,741,621.05	4,673,070.00	1,931,448.95	58.7
TOTAL FUND EXPENDITURES	26,545.57	2,741,621.05	4,673,070.00	1,931,448.95	58.7

TOWN OF MEAD
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

MEAD URBAN RENEWAL AUTHORITY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	(1,183.96)	320,381.05	(1,724,331.00)	(2,044,712.05)	18.6

Report Criteria:
 Report type: GL detail

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
11/23	11/27/2023	37494	ADAMSON POLICE PRODUCTS	INV404959	01-42-5254	Uniform	12.95
Total 37494:							12.95
11/23	11/27/2023	37495	Alerus	89979	01-40-5068	FSA Administration - Nov	185.00
Total 37495:							185.00
11/23	11/27/2023	37496	All Copy Products, Inc.	AR4142613	01-42-5315	Copies	134.95
11/23	11/27/2023	37496	All Copy Products, Inc.	AR4150094	01-47-5315	Copies	69.54
Total 37496:							204.49
11/23	11/27/2023	37497	AM Construction Supply Inc	2825	04-44-5254	Grinder Cutter	129.99
Total 37497:							129.99
11/23	11/27/2023	37498	Amazon Capital Services Inc	1393-NY1C-	01-47-5200	Supplies	39.26
11/23	11/27/2023	37498	Amazon Capital Services Inc	1393-NY1C-	01-43-5200	Supplies	19.41
11/23	11/27/2023	37498	Amazon Capital Services Inc	1393-NY1C-	01-49-5700	Supplies	8.96
11/23	11/27/2023	37498	Amazon Capital Services Inc	17YH-VXDP-	04-44-5254	Shop Equip	79.99
11/23	11/27/2023	37498	Amazon Capital Services Inc	19X6-JNC3-	01-42-5201	Computer/Technology	749.97
11/23	11/27/2023	37498	Amazon Capital Services Inc	1G6Q-7X77-	01-49-5260	Gym Tape	29.15
11/23	11/27/2023	37498	Amazon Capital Services Inc	1JDL-YCGR-	01-45-5203	Uniforms - BH	104.96
11/23	11/27/2023	37498	Amazon Capital Services Inc	1LH9-HJYN-	01-49-5236	Business Luncheon - Built for Mead	167.63
11/23	11/27/2023	37498	Amazon Capital Services Inc	1N9T-JYP7-6	01-49-5220	Decorations	6.90
11/23	11/27/2023	37498	Amazon Capital Services Inc	1N9T-JYP7-6	01-47-5200	Supplies	10.80
11/23	11/27/2023	37498	Amazon Capital Services Inc	1NKN-QTY3-	01-49-5220	Holiday decor	657.05
11/23	11/27/2023	37498	Amazon Capital Services Inc	1NKN-QTY3-	01-47-5200	supplies	18.87
11/23	11/27/2023	37498	Amazon Capital Services Inc	1NKN-QTY3-	01-47-5210	supplies	18.48
11/23	11/27/2023	37498	Amazon Capital Services Inc	1NWQ-CXPV	01-42-5201	Computer/Technology	16.22
11/23	11/27/2023	37498	Amazon Capital Services Inc	1NYR-FVY6-	01-49-5700	office supplies	34.36
11/23	11/27/2023	37498	Amazon Capital Services Inc	1YM7-93GJ-	01-49-5700	Office Supplies	19.96
11/23	11/27/2023	37498	Amazon Capital Services Inc	1YRD-MC7Q	04-44-5210	Operating Supplies - Return 1VRK-7V61-	607.50-
11/23	11/27/2023	37498	Amazon Capital Services Inc	1YRD-MC7Q	01-45-5210	Operating Supplies - Return 1VRK-7V61-	607.50-
Total 37498:							766.97
11/23	11/27/2023	37499	AXON ENTERPRISES, INC.	INUS203251	01-42-5255	Equipment	1,089.13
Total 37499:							1,089.13
11/23	11/27/2023	37500	BK Tire	33968	01-42-5216	Tires - PD 06	376.06
Total 37500:							376.06
11/23	11/27/2023	37501	Brakes Plus LLC	1421068625	01-42-5216	VIN 273185	626.81
Total 37501:							626.81
11/23	11/27/2023	37502	CO AUTO LGMTFRD LLC	80104457/1	01-42-5216	Maintenance VIN 29528	3,681.10
11/23	11/27/2023	37502	CO AUTO LGMTFRD LLC	801050931	01-42-5216	Maintenance VIN 14028	224.20

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 37502:							3,905.30
11/23	11/27/2023	37503	COLORADO MUNICIPAL LEAGU	2024 DUES	01-41-5331	2024 Membership Dues	1,909.00
Total 37503:							1,909.00
11/23	11/27/2023	37504	Concrete Conservation LLC	1015.11.1C -	06-47-5215	2023-WWTP Structures & M-H Rehab	162,061.00
11/23	11/27/2023	37504	Concrete Conservation LLC	1015.11.1C -	06-02-2005	2023-WWTP Structures & M-H Rehab - r	8,103.05-
Total 37504:							153,957.95
11/23	11/27/2023	37505	CORY ELLIS	111523 - ELL	01-42-5330	ICAC Training - meal reimbursement	17.00
11/23	11/27/2023	37505	CORY ELLIS	111523 - ELL	01-42-5330	FBI- Leeda Training - meal reimburseme	75.00
Total 37505:							92.00
11/23	11/27/2023	37506	Custom Fence & Supply	320088	09-50-5514	Grader Shed Fence	31,715.00
Total 37506:							31,715.00
11/23	11/27/2023	37507	Denali Water Solutions LLC	INV630728	06-47-5231	Sludge Disposal	910.00
11/23	11/27/2023	37507	Denali Water Solutions LLC	INV638029	06-47-5231	Sludge Disposal	910.00
Total 37507:							1,820.00
11/23	11/27/2023	37508	DP Trading	1123049	01-41-5700	BOT pins	344.00
Total 37508:							344.00
11/23	11/27/2023	37509	Elder Construction Inc	044596	09-02-2005	Boardroom/courtroom - Retainage Relea	23,304.32
Total 37509:							23,304.32
11/23	11/27/2023	37510	FASTENAL	COLON1048	01-47-5210	Parts/Supplies	37.48
Total 37510:							37.48
11/23	11/27/2023	37511	Fit For You Mead	1044	01-49-5265	Sr Exercise - Oct	261.00
Total 37511:							261.00
11/23	11/27/2023	37512	Fox Tuttle Transportation Group	19021-55A	01-02-2615	Range View (270)	440.00
Total 37512:							440.00
11/23	11/27/2023	37513	GREEN MILL SPORTSMAN CLU	137	01-42-5330	Shooting Range - Police 10/26	150.00
Total 37513:							150.00
11/23	11/27/2023	37514	Invision GIS, LLC	2269	04-44-5201	Boss 811 - Snow Routes	1,583.75
Total 37514:							1,583.75
11/23	11/27/2023	37515	Jorden Steele	110823 - STE	04-44-5330	Employee Reimbursements - parking	20.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 37515:							20.00
11/23	11/27/2023	37516	LITTLE THOMPSON WATER DIS	1207094070	09-51-5500	401 3rd St, Mead, CO - Commitment Fee	150.00
Total 37516:							150.00
11/23	11/27/2023	37517	LONGMONT HUMANE SOCIETY	ME103123	01-42-5346	Animal Surrender	55.00
Total 37517:							55.00
11/23	11/27/2023	37518	LORELEI NELSON	11162023	01-49-5700	Internet Reimbursement	93.50
Total 37518:							93.50
11/23	11/27/2023	37519	Loveland Pulse	303-007777 1	01-47-5305	Internet - PW	269.90
Total 37519:							269.90
11/23	11/27/2023	37520	MAC EQUIPMENT INC	457562	01-45-5216	Repair & Maint	91.53
Total 37520:							91.53
11/23	11/27/2023	37521	Madison McCullough	11162023	01-42-5330	NIBRS Training Reimbursement Meals	40.00
11/23	11/27/2023	37521	Madison McCullough	11162023	01-42-5330	NIBRS Training Reimbursement Fuel	34.28
Total 37521:							74.28
11/23	11/27/2023	37522	MAIN STREET MAT COMPANY	195434	01-40-5210	Mat svcs	65.50
11/23	11/27/2023	37522	MAIN STREET MAT COMPANY	195435	01-42-5210	Mat svcs	54.22
11/23	11/27/2023	37522	MAIN STREET MAT COMPANY	195441	01-47-5210	Mat svcs	103.03
Total 37522:							222.75
11/23	11/27/2023	37523	Martin Marietta Materials, Inc	40919471	04-44-5250	Asphalt Patching Proj - 1633273596	238,654.42
11/23	11/27/2023	37523	Martin Marietta Materials, Inc	40919471	04-44-5365	Asphalt Patching Proj - 1633273596	207,814.20
11/23	11/27/2023	37523	Martin Marietta Materials, Inc	40919471	04-02-2005	Asphalt Patching Proj - 1633273596 - Re	22,323.43-
Total 37523:							424,145.19
11/23	11/27/2023	37524	MEDICAL CENTER OF THE ROC	328194150	01-42-5350	Case #23ML00667 - Lab Fees	190.73
Total 37524:							190.73
11/23	11/27/2023	37525	Michelle Rae	11162023	01-42-5330	NIBRS Training Reimbursement Meals	40.00
Total 37525:							40.00
11/23	11/27/2023	37526	Michow Guckenberger McAskin L	Mead.Oct202	01-02-2615	Sugar Beet Solar (323)	265.00
11/23	11/27/2023	37526	Michow Guckenberger McAskin L	Mead.Oct202	01-02-2615	Turion South (277)	187.50
11/23	11/27/2023	37526	Michow Guckenberger McAskin L	Mead.Oct202	01-02-2615	Elevation 25 (296)	948.75
11/23	11/27/2023	37526	Michow Guckenberger McAskin L	Mead.Oct202	01-02-2615	Meadow Ridge (297)	3,286.00
11/23	11/27/2023	37526	Michow Guckenberger McAskin L	Mead.Oct202	01-02-2615	Mead Place (45)	270.00
11/23	11/27/2023	37526	Michow Guckenberger McAskin L	Mead.Oct202	01-02-2615	Club Car Wash (329)	691.00
11/23	11/27/2023	37526	Michow Guckenberger McAskin L	Mead.Oct202	01-02-2615	34 9.5 Metro District (278)	137.50
11/23	11/27/2023	37526	Michow Guckenberger McAskin L	Mead.Oct202	01-02-2615	QuickTrip (294)	275.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
11/23	11/27/2023	37526	Michow Guckenberger McAskin L	Mead.Oct202	01-02-2615	JMB Annex (338)	609.50
11/23	11/27/2023	37526	Michow Guckenberger McAskin L	Mead.Oct202	01-02-2615	Red Barn (298)	927.50
11/23	11/27/2023	37526	Michow Guckenberger McAskin L	Mead.Oct202	01-02-2615	Gopher Gulch (239)	132.50
11/23	11/27/2023	37526	Michow Guckenberger McAskin L	Mead.Oct202	01-40-5400	Mileage/Cert Mail Reimbursement	64.85
11/23	11/27/2023	37526	Michow Guckenberger McAskin L	Mead.Oct202	06-40-5400	Mileage/Cert Mail Reimbursement	64.85
11/23	11/27/2023	37526	Michow Guckenberger McAskin L	October 2023	01-40-5400	Legal Services - October	15,461.25
11/23	11/27/2023	37526	Michow Guckenberger McAskin L	October 2023	06-40-5400	Legal Services - October	813.75
Total 37526:							24,134.95
11/23	11/27/2023	37527	Mile High Shooting Accessories L	INV37375	01-42-5330	Ammunition	3,600.00
Total 37527:							3,600.00
11/23	11/27/2023	37528	Minuteman Press	9463	01-42-5210	Supplies	160.81
11/23	11/27/2023	37528	Minuteman Press	9464	01-42-5210	Supplies	1,908.58
Total 37528:							2,069.39
11/23	11/27/2023	37529	MOUNTAIN CONSTRUCTORS, I	222-1248 - 4	14-40-5564	North Creeek Culvert Repair	4,687.50
11/23	11/27/2023	37529	MOUNTAIN CONSTRUCTORS, I	222-1248 - 4	14-02-2005	North Creeek Culvert Repair - retainage	234.38-
11/23	11/27/2023	37529	MOUNTAIN CONSTRUCTORS, I	3.1	14-40-5564	North Creeek Culvert Repair - adj	.01
Total 37529:							4,453.13
11/23	11/27/2023	37530	NEXT STEP COMMUNICATION L	10998	08-42-5511	Cameras - pmt 2 of 2	3,430.00
Total 37530:							3,430.00
11/23	11/21/2023	37531	Otak, Inc	00011230006	14-40-5565	Proj 020596 - SH66/CR7 Ped Crossing	45,721.75- V
11/23	11/27/2023	37531	Otak, Inc	00011230006	14-40-5565	Proj 020596 - SH66/CR7 Ped Crossing	45,721.75
Total 37531:							.00
11/23	11/27/2023	37532	Paulette Dolin	030	01-49-5265	Senior Exercise	480.00
Total 37532:							480.00
11/23	11/27/2023	37533	PINNACOL ASSURANCE	23695	01-45-5065	Ded- JF	408.87
Total 37533:							408.87
11/23	11/27/2023	37534	Rice Signs LLC	529936	01-42-5330	Training Signs	623.30
Total 37534:							623.30
11/23	11/27/2023	37535	Safety and Construction Supply	12013-IN	04-44-5255	Safety Equipment	1,095.77
11/23	11/27/2023	37535	Safety and Construction Supply	12080-IN	04-44-5252	Hi Vis/Delineators	5,220.29
Total 37535:							6,316.06
11/23	11/27/2023	37536	Scott Holmen	111523 - HO	01-42-5330	Meal Reimbursement - 11/6 - 11-10 traini	68.00
Total 37536:							68.00
11/23	11/27/2023	37537	STERLING TALENT SOLUTIONS	9589805	01-49-5075	Background Checks - NL	47.16

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
Total 37537:							47.16
11/23	11/27/2023	37538	Suc-N-Up LLC	14084	01-45-5215	Founders, Ames, Highland Lake, Mead P	2,625.00
Total 37538:							2,625.00
11/23	11/27/2023	37539	UNITED POWER, INC.	10812 - ORD	14-40-5570	PIF Fee - EV Charging	900.00
Total 37539:							900.00
11/23	11/27/2023	37540	University Auto Parts, Inc	291210	04-44-5216	Maintenance PW01	65.97
11/23	11/27/2023	37540	University Auto Parts, Inc	291386	01-47-5216	Fleet R & M	101.45
11/23	11/27/2023	37540	University Auto Parts, Inc	291459	04-44-5216	All Fleet Wiper Blades	251.82
11/23	11/27/2023	37540	University Auto Parts, Inc	291570	04-44-5216	Plow Maintenance PW11	27.98
Total 37540:							447.22
11/23	11/27/2023	37541	Utility Notification Center of Color	223100939	06-47-5392	Line locates - Oct 2023	651.45
Total 37541:							651.45
11/23	11/27/2023	37542	Voiance Language Services LLC	2023063315	01-42-5343	OPI Interpretation Services	24.15
11/23	11/27/2023	37542	Voiance Language Services LLC	2023072833	01-42-5343	OPI Interpretation Services - Oct	102.12
Total 37542:							126.27
11/23	11/27/2023	37543	WELD COUNTY CHIEFS OF POL	0003.1	01-42-5331	Dues 2024	350.00
Total 37543:							350.00
11/23	11/27/2023	37544	MOUNTAIN CONSTRUCTORS, I	222-1248 - R	14-02-2005	North Creek Culvert - Retainage Due	8,571.82
Total 37544:							8,571.82
11/23	11/27/2023	37545	Otak, Inc	0001023000	14-40-5565	Proj 020596.A00 - overpmt/prev pd	40,602.68-
11/23	11/27/2023	37545	Otak, Inc	00011230006	14-40-5565	Proj 020596 - SH66/CR7 Ped Crossing	45,721.75
11/23	11/27/2023	37545	Otak, Inc	00011230006	14-40-5565	Proj 020596 - SH66/CR7 Ped Crossing	45,721.75- V
11/23	11/27/2023	37545	Otak, Inc	00011230006	14-40-5565	Proj 020596 - SH66/CR7 Ped Crossing	45,721.75
Total 37545:							5,119.07
11/23	11/21/2023	112123100	Enterprise FM Trust	FBN4881971	08-42-5491	608136 21 Ford Police - 23TPHZ	1,012.95
11/23	11/21/2023	112123100	Enterprise FM Trust	FBN4881971	09-45-5491	608136 21 Ford Ranger - 23VQXP	627.31
11/23	11/21/2023	112123100	Enterprise FM Trust	FBN4881971	09-45-5491	608136 22 Ford F-250 - 23WMJ2	855.83
11/23	11/21/2023	112123100	Enterprise FM Trust	FBN4881971	09-45-5491	608136 22 Ford F-350 - 23WQX4	1,201.11
11/23	11/21/2023	112123100	Enterprise FM Trust	FBN4881971	09-45-5491	608136 22 Ford F-250 - 23WQX9	899.60
11/23	11/21/2023	112123100	Enterprise FM Trust	FBN4881971	04-44-5491	608136 22 Ford Ranger - 25G6J7	679.32
11/23	11/21/2023	112123100	Enterprise FM Trust	FBN4881971	08-42-5491	608136 22 Ford Utility Interceptor - 25H	1,269.87
11/23	11/21/2023	112123100	Enterprise FM Trust	FBN4881971	08-42-5491	608136 22 Ford Utility Interceptor - 25HL	1,333.91
11/23	11/21/2023	112123100	Enterprise FM Trust	FBN4881971	01-43-5491	608136 22 Ford F-150 - 25HL9T	1,198.83
11/23	11/21/2023	112123100	Enterprise FM Trust	FBN4881971	09-45-5491	608136 22 Ford Escape - 25S5SM	648.09
11/23	11/21/2023	112123100	Enterprise FM Trust	FBN4881971	09-45-5491	608136 21 Ford Ranger - 26G3JG	743.56
11/23	11/21/2023	112123100	Enterprise FM Trust	FBN4881971	08-42-5491	608136 22 Ford Utility Interceptor - 26G	366.36
11/23	11/21/2023	112123100	Enterprise FM Trust	FBN4881971	09-49-5491	608136 23 Chev Silverado - 26MD7X	934.30
11/23	11/21/2023	112123100	Enterprise FM Trust	FBN4881971	01-42-5491	608136 23 Toyota Highlander - 26N9DS	1,111.08

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Description	Invoice Amount
11/23	11/21/2023	112123100	Enterprise FM Trust	FBN4881971	08-42-5491	60813623 Ford Interceptor277KHZ	1,042.29
11/23	11/21/2023	112123100	Enterprise FM Trust	FBN4881971	08-42-5491	60813623 Ford Interceptor277KPK	1,042.29
11/23	11/21/2023	112123100	Enterprise FM Trust	FBN4881971	08-42-5491	60813623 Ford Interceptor277KQJ	1,042.29
Total 112123100:							16,008.99
11/23	11/21/2023	112123101	John Deere Financial	2843651	04-44-5369	Wheel Loader	3,223.46
Total 112123101:							3,223.46
11/23	11/21/2023	112123102	UNITED POWER	12650701 - 1	01-45-5305	Booster Pump Founders 10/2023	20.00
11/23	11/21/2023	112123102	UNITED POWER	12952800 - 1	01-45-5305	Mead Ponds 10/2023	20.00
11/23	11/21/2023	112123102	UNITED POWER	14305100 - 1	06-47-5305	WWTP 10/2023	3,970.74
11/23	11/21/2023	112123102	UNITED POWER	16836300 - 1	01-45-5305	Park Sprinkler Liberty 10/2023	22.35
11/23	11/21/2023	112123102	UNITED POWER	16909300 - 1	01-45-5305	Feather Ridge 10/2023	20.02
11/23	11/21/2023	112123102	UNITED POWER	17159100 - 1	01-45-5305	Sprinkler Clock Dtn 10/2023	20.02
11/23	11/21/2023	112123102	UNITED POWER	17618300 - 1	01-40-5305	Town Hall 10/2023	457.40
11/23	11/21/2023	112123102	UNITED POWER	17770000 - 1	01-45-5305	Gazebo 10/2023	24.82
11/23	11/21/2023	112123102	UNITED POWER	18949400 - 1	01-42-5305	Modular PD 10/2023	375.87
11/23	11/21/2023	112123102	UNITED POWER	21881700 - 1	01-47-5305	1341 CR 3410/2023	431.84
11/23	11/21/2023	112123102	UNITED POWER	22092202 - 1	06-47-5306	4133 CR 34 - Raterink	47.66
11/23	11/21/2023	112123102	UNITED POWER	6753101 - 11/	01-45-5305	Irrig Sprinkler N Creek 10/2023	20.00
11/23	11/21/2023	112123102	UNITED POWER	7490500 - 11/	06-47-5305	Pump Lake Thomas 10/2023	20.00
11/23	11/21/2023	112123102	UNITED POWER	83701 - 11/3/	01-42-5305	Shop 10/2023	90.93
11/23	11/21/2023	112123102	UNITED POWER	96302 - 11/3/	06-47-5305	WWTP Lagoon 10/2023	36.30
Total 112123102:							5,577.95
11/23	11/21/2023	112123103	VERIZON WIRELESS	9948704288	01-40-5300	Wireless bill	40.01
11/23	11/21/2023	112123103	VERIZON WIRELESS	9948704288	01-41-5210	Wireless bill	51.58
11/23	11/21/2023	112123103	VERIZON WIRELESS	9948704288	01-43-5300	Wireless bill	115.93
11/23	11/21/2023	112123103	VERIZON WIRELESS	9948704288	01-47-5300	Wireless bill	120.03
11/23	11/21/2023	112123103	VERIZON WIRELESS	9948704288	01-49-5300	Wireless bill	40.01
11/23	11/21/2023	112123103	VERIZON WIRELESS	9948704288	04-44-5300	Wireless bill	67.42
11/23	11/21/2023	112123103	VERIZON WIRELESS	9948704288	06-40-5300	Wireless bill	40.01
11/23	11/21/2023	112123103	VERIZON WIRELESS	9948704289	01-42-5300	Wireless bill	1,184.47
Total 112123103:							1,659.46
Grand Totals:							739,155.63

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
01-02-2000	607.50	51,693.87-	51,086.37-
01-02-2615	8,170.25	.00	8,170.25
01-40-5068	185.00	.00	185.00
01-40-5210	65.50	.00	65.50
01-40-5300	40.01	.00	40.01
01-40-5305	457.40	.00	457.40
01-40-5400	15,526.10	.00	15,526.10
01-41-5210	51.58	.00	51.58
01-41-5331	1,909.00	.00	1,909.00

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
01-41-5700	344.00	.00	344.00
01-42-5201	766.19	.00	766.19
01-42-5210	2,123.61	.00	2,123.61
01-42-5216	4,908.17	.00	4,908.17
01-42-5254	12.95	.00	12.95
01-42-5255	1,089.13	.00	1,089.13
01-42-5300	1,184.47	.00	1,184.47
01-42-5305	466.80	.00	466.80
01-42-5315	134.95	.00	134.95
01-42-5330	4,647.58	.00	4,647.58
01-42-5331	350.00	.00	350.00
01-42-5343	126.27	.00	126.27
01-42-5346	55.00	.00	55.00
01-42-5350	190.73	.00	190.73
01-42-5491	1,111.08	.00	1,111.08
01-43-5200	19.41	.00	19.41
01-43-5300	115.93	.00	115.93
01-43-5491	1,198.83	.00	1,198.83
01-45-5065	408.87	.00	408.87
01-45-5203	104.96	.00	104.96
01-45-5210	.00	607.50-	607.50-
01-45-5215	2,625.00	.00	2,625.00
01-45-5216	91.53	.00	91.53
01-45-5305	147.21	.00	147.21
01-47-5200	68.93	.00	68.93
01-47-5210	158.99	.00	158.99
01-47-5216	101.45	.00	101.45
01-47-5300	120.03	.00	120.03
01-47-5305	701.74	.00	701.74
01-47-5315	69.54	.00	69.54
01-49-5075	47.16	.00	47.16
01-49-5220	663.95	.00	663.95
01-49-5236	167.63	.00	167.63
01-49-5260	29.15	.00	29.15
01-49-5265	741.00	.00	741.00
01-49-5300	40.01	.00	40.01
01-49-5700	156.78	.00	156.78
04-02-2000	22,930.93	458,914.38-	435,983.45-
04-02-2005	.00	22,323.43-	22,323.43-
04-44-5201	1,583.75	.00	1,583.75
04-44-5210	.00	607.50-	607.50-
04-44-5216	345.77	.00	345.77
04-44-5250	238,654.42	.00	238,654.42
04-44-5252	5,220.29	.00	5,220.29
04-44-5254	209.98	.00	209.98
04-44-5255	1,095.77	.00	1,095.77
04-44-5300	67.42	.00	67.42
04-44-5330	20.00	.00	20.00
04-44-5365	207,814.20	.00	207,814.20
04-44-5369	3,223.46	.00	3,223.46
04-44-5491	679.32	.00	679.32
06-02-2000	8,103.05	169,525.76-	161,422.71-
06-02-2005	.00	8,103.05-	8,103.05-
06-40-5300	40.01	.00	40.01
06-40-5400	878.60	.00	878.60
06-47-5215	162,061.00	.00	162,061.00
06-47-5231	1,820.00	.00	1,820.00

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
06-47-5305	4,027.04	.00	4,027.04
06-47-5306	47.66	.00	47.66
06-47-5392	651.45	.00	651.45
08-02-2000	.00	10,539.96-	10,539.96-
08-42-5491	7,109.96	.00	7,109.96
08-42-5511	3,430.00	.00	3,430.00
09-02-2000	.00	61,079.12-	61,079.12-
09-02-2005	23,304.32	.00	23,304.32
09-45-5491	4,975.50	.00	4,975.50
09-49-5491	934.30	.00	934.30
09-50-5514	31,715.00	.00	31,715.00
09-51-5500	150.00	.00	150.00
14-02-2000	132,280.56	151,324.58-	19,044.02-
14-02-2005	8,571.82	234.38-	8,337.44
14-40-5564	4,687.51	.00	4,687.51
14-40-5565	137,165.25	132,046.18-	5,119.07
14-40-5570	900.00	.00	900.00
Grand Totals:	<u>1,066,999.71</u>	<u>1,066,999.71-</u>	<u>.00</u>

Report Criteria:
 Report type: GL detail

M = Manual Check, V = Void Check



Agenda Item Summary

MEETING DATE: November 27, 2023

SUBJECT: **Resolution No. 70-R-2023** – A Resolution of the Town of Mead, Colorado, Amending the Employee Handbook

PRESENTED BY: Elaine Alberding, Precision Employment Consulting, LLC
Mary E. Strutt, Administrative Services Director

SUMMARY

In 2008, (Resolution No. 5-R-2008) the Town adopted an Employee Handbook (“the Handbook”) which provides an overview of the employment policies, procedures and benefits of the Town of Mead. The Handbook is periodically revised and updated to keep current with changing employment laws and cultures. The most recent revision was adopted by the Board on November 14, 2022.

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

- Updated the "Harassment" section in accordance with the Colorado POWR Act.
- Added information about benefits offered by the Town in the newly titled "Compensation and Benefits" section and moved "Adjustments to Pay" section to flow better.
- Added additional provisions to the HFWA definition (per Colorado law) in the "PTO" section. This does not change the ability of employees to use approved PTO leave to manage their personal needs.
- Defined part-time accrual in the "PTO" section.
- Amended requirements for the "PTO Donation" policy and renamed it “Leave Sharing Program” to match IRS guidelines.
- Defined part-time employees and added Juneteenth to the "Holidays" section (including increasing police PTO accrual rates to reflect the additional holiday hours).
- Amended the "Active-Duty Training" / Military Leave policy.
- Increased the amount for the “Gift Ban” policy to \$75 (was \$50) in accordance with law .

Resolution No. 70-R-2023 (the “Resolution”) adopts the November 27, 2023 revision to the Town of Mead Employee Handbook

FINANCIAL CONSIDERATIONS

These are policy changes which will have minimal financial impact. Adding the Juneteenth holiday will increase town paid holidays from eleven (11) to twelve (12). Commissioned police officers receive these holiday hours in the form of PTO.

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the November 27, 2023 Consent Agenda will approve this item. If the resolution is removed from the consent agenda, the suggested motion is:

Suggested motion:

“I move to adopt Resolution No. 70-R-2023 – A Resolution of the Town of Mead, Colorado, Amending the Employee Handbook.”

ATTACHMENTS

Resolution No. 70-R-2023

Exhibit A to Resolution (Employee Handbook, Latest Revision November 27, 2023)

Employee Handbook 11.22.2023 REDLINE

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 70-R-2023**

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

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

WHEREAS, the Board of Trustees most recently amended the Employee Handbook on November 14, 2022 (the “Employee Handbook”); and

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

WHEREAS, such amendments include: (1) add Juneteenth holiday and incorporate related changes to Police commissioned officers PTO accrual rates; (2) revise “Pay Plan” section to “Compensation and Benefits” to add information about benefits offered and improve the flow of the section; (3) revisions to certain policy language to account for recent changes to laws and regulations; and (4) other changes as set forth therein; and

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

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

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

Section 1. The Board of Trustees hereby amends the Employee Handbook to incorporate the revisions described above and adopts the Employee Handbook (*Latest Revision: October 30, 2023*), in substantially the same form attached to this Resolution as **Exhibit 1**.

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

Section 3. Repealer. All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 4. Certification. The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 27TH DAY OF NOVEMBER, 2023.

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen G. Whitlow, Mayor

Exhibit 1

Employee Handbook (*Latest Revision: November 27, 2023*)
(attached)



Employee Handbook

Effective Date: April 1, 2008

Latest Revision: ~~October 9, 2023~~ November 27, 2023

IMPORTANT NOTICE

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

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

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

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

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

History of Mead

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

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

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

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

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

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I. INTRODUCTION

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

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

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

Board of Trustees

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

Town Manager

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

Department Regulations

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

GENERAL PROVISIONS

A. Equal Employment Opportunity (EEO)

The Town is dedicated to the principles of equal employment opportunity in any term, condition or privilege of employment. We do not discriminate against applicants or employees on the basis of age, race, sex, color, religion, national origin, disability, military status, marital status, creed, ancestry, sexual orientation, including gender identity and gender expression, or any other status protected by federal, state or local law. This prohibition includes unlawful harassment or discrimination based on any of these protected classes. ~~Unlawful harassment includes verbal or physical conduct, which has the purpose or effect of substantially interfering with an individual's work performance or creating a severe, intimidating, hostile or offensive~~

~~work environment.~~ This policy applies to all employees.

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

B. Harassment

The Town strives to maintain a work environment free of unlawful harassment, including sexual harassment. For harassment complaints, please refer to the complaint procedure outlined below.

~~Harassment~~ Unlawful harassment may include unwelcome physical or verbal conduct or any written, pictorial, or visual communication directed at an individual or group of individuals because of that individual's or group's membership in, or perceived membership in, a protected class. ~~is defined as unwarranted or unwanted verbal or nonverbal conduct which is severe or pervasive enough to altering the conditions of an individual's employment and creating an abusive working environment.~~

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

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

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

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

All employees are expected to conduct themselves in a professional and business-like manner at all times.

C. Anti-Violence

The Town strives to maintain a work environment free from intimidation, threats, or violent acts. This includes, but is not limited to, intimidating or threatening behavior, physical abuse, vandalism, arson, sabotage, or any other act, which, in management's opinion, is inappropriate in the workplace. In addition, bizarre or offensive comments regarding violent acts, events, or

behavior are not tolerated. Employees should immediately and directly contact emergency services if they believe there is an imminent threat to the safety and health of themselves or others. For other health or safety complaints or concerns, please notify your supervisor, the Town Manager, or Human Resources.

D. Anti-Retaliation

Retaliation against employees is strictly prohibited. ~~Retaliation will never occur~~The Town prohibits retaliation against employees for reporting harassment or discrimination or for assisting the Town in the investigation of any complaint. Any employee engaging in retaliation may be subject to disciplinary action.

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

E. Complaint Procedure

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

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

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

Appropriate action will be taken based upon the results of the investigation.

F. Search

The Town reserves the right to conduct searches and inspections of any Town-owned property without notice. This may include offices, computers, e-mail, cell phones furnished by the Town or reimbursed for by the Town, files, desks, lockers and vehicles. Such property may also be

searched in an effort to retrieve or to discover evidence of work-related misconduct if there is reason to suspect such evidence exists. Any employee who refuses to submit to a search may be subject to disciplinary action.

G. The Americans with Disabilities Act and Religious Accommodation

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

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

H. Pregnancy Accommodation

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

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

II. CLASSIFICATIONS OF EMPLOYMENT

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

A. Full-time

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

B. Part-time

A part-time employee is one who works less than forty (40) hours per week on a regular basis.

Such employees may be "exempt" or "non-exempt" as defined below. Part-time employees who work between thirty (30) and thirty-nine (39) hours per week are currently eligible to share in certain employment benefits provided by the Town and can accrue prorated PTO and holiday pay based on hours worked. Part-time employees who work less than thirty (30) hours per week on a regular basis currently accrue PTO and holiday pay on a prorated basis but are otherwise not eligible to share in employment benefits provided by the Town, except as required by law.

C. Temporary

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

D. Volunteer

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

E. Transfers and Promotions

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

III. COMPENSATION AND BENEFITSPAY PLAN

For compensation, the Town has two pay structures: General Government and a Police-Sworn Step Plan. Additionally, the Town offers comprehensive medical, dental, vision, and life insurance to all eligible employees for a predetermined cost. Plans offer employees the option of dependent coverage at an added expense. Benefits for eligible employees and their dependents are described in detail in the Summary Plan Document (SPD) prepared by the insurance carrier that is available to all eligible employees. These benefits may be canceled or changed at the discretion of the Town, unless otherwise required by law, and does not guarantee that every medical treatment or procedure will be covered by the plans.

A. Adjustments to Pay

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

By completing a market analysis, we ensure to achieve a that the Town's pay

schedule plan that is competitive within the labor market. The market consists of neighboring and similar sized communities.

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

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

A.B. Overtime Pay

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

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

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

B.C. Compensatory Time

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

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

Temporary employees are not eligible to accrue compensatory time.

C.D. Pay Periods

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

D.E. Salary for Exempt Employees

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

~~E. Adjustments to Pay~~

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

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

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

F. Performance Appraisals

Performance appraisals for all employees consist of:

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

Employees shall be evaluated on an annual basis.

G. Payroll Deductions

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

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

H. Direct Deposit

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

IV. WORK POLICIES

A. Hours of Work

Full-time employees of the Town shall work a minimum forty (40) hours per week. Normal working hours at Town Hall shall be 8:00 a.m. to 5:00 p.m., Monday through Friday. Normal working hours for Public Works shall be 7:00 a.m. to 3:30 p.m., Monday through Friday. Police Officers are scheduled to provide coverage twenty-four (24) hours a day. Supervisors may approve adjustments to the employees' normal scheduled hours.

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

B. Dress Code

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

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

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

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

C. Attendance

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

D. Tobacco Use

The Town provides a tobacco-free work environment for its employees. The use of tobacco

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

E. On-Call and Recall Pay

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

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

F. Town Closure

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

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

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

G. Modified Duty

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

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

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

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

H. Motor Vehicles

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

1. Personal Vehicle Use

The Town recognizes there may be times when a Town vehicle is not available for use. However, prior to using a personal vehicle, all effort must be made to use a Town vehicle. Any employee using their personal vehicle for Town business must possess a valid driver's license. The employee must carry the state minimum automobile liability insurance on their personal vehicle as required by law. Any motor vehicle accidents or violations are the sole responsibility of the driver. The driver's personal automobile insurance will be the primary carrier if the driver is involved in an automobile accident. The driver's automobile insurance should provide coverage for the driver's vehicle and any other damage the driver causes. However, the employee will be covered under workers' compensation if injured during the course and scope of their duties. An employee using a personal vehicle for Town business, who is involved in a traffic accident, will be reimbursed by the Town for his/her automobile insurance deductible up to \$1,500, if the following occurs:

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

2. Town Vehicle Use

The Town provides vehicles to use for business purposes but recognizes the occasional need for employees to take a Town vehicle home. Examples include attending a training or conference. When it is appropriate, and in the best interest of the Town, to permit an employee to take a Town vehicle to the employee's home for a short duration of time, not to exceed twenty-four (24) hours, the employee must secure prior verbal approval from the Department Head or authorized designee.

3. Town Pool Vehicle Use

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

Use of Town vehicles identified as pool vehicles are governed by all of the policies

outlined in this Motor Vehicle Use Policy as well as the following:

- All pool vehicles shall be reserved in advance and formally signed out via the log kept at the front desk. Pool vehicle keys are to be checked out for use of the vehicle only immediately before use.
- A fuel card for pool vehicles is kept at the front desk. If fuel is needed and a fuel card is not available, employees should use a Town issued credit card. Employees are responsible for refilling the vehicle, as necessary. Receipts must be remitted to the Finance Department no later than twenty-four (24) hours after use. Keys and fuels cards are to be returned promptly and not passed along to other employees.
- Effort must be made to schedule use in the most efficient manner possible. For example, errands that can wait until a pool vehicle is available should be scheduled accordingly.
- Pool vehicles are to be parked at the Town Hall.
- If space is available, users are encouraged to combine trips with others attending the same event.
- If a use exceeds the time estimated, please notify Town Hall.
- All pool vehicle windows and doors shall be locked when unattended. Personal property left in pool vehicles is at the employee's own risk.
- The employee signing out the pool vehicle is responsible for the vehicle until it is returned.

4. Maintenance

Drivers are required to properly maintain Town vehicles at all times. Vehicles may not be operated with any defect that would inhibit safe operation during current and foreseeable weather and lighting conditions.

Weekly documented inspection of vehicles is required. Vehicles with any safety discrepancies will not be driven until the safety discrepancy has been corrected. Examples of safety discrepancies are inoperative headlight, inoperative turn signal, inoperative brake lights, defective windshield wiper, and defective brakes.

Preventive maintenance, such as regular oil changes, lubrication, fluid checks and tire pressure determine to a large extent whether the vehicle is reliable and safe. Preventive maintenance should be completed by fleet maintenance as required in the owner's manual.

In the event that service is required for the vehicle that causes it to be inoperable, contact the Public Works Department. If Public Works is not available, proper arrangements for towing should be made.

5. Traffic Violations

Fines for parking or moving violations and any associated costs are the personal responsibility of the driver. Employees who drive Town vehicles or personal vehicles for Town business must notify his/her supervisor and the Town Manager or his/her designee immediately about all moving violations that occur, and the suspension or revocation of the license, including those in his/her personal vehicle for personal use, within twenty-four (24) hours of the violation or next business day if the violation occurred on a weekend or holiday. Failure to notify the supervisor and the Town Manager or his/her designee shall result in disciplinary action. Immediately upon

receiving a suspension or revocation, the employee is prohibited from driving and operating any Town vehicle or equipment or driving a personal vehicle on Town business. If an employee's license has been suspended or revoked, the employee may be subject to disciplinary action. Be aware that traffic violations incurred during non-business (personal use) hours may also affect Town vehicle driving privileges.

6. Accidents Involving Town Vehicles

In the event of an accident:

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

7. Theft of a Town Vehicle

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

8. Driver Responsibilities

When driving a Town vehicle, you are representing the Town. Your actions will reflect not only on you, but also on the entire Town organization. It is expected that you drive safely and courteously at all times. Along with that privilege befalls certain obligations by the driver. The driver assumes the duty of obeying all motor vehicle laws, maintaining the vehicle properly at all times.

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

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

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

9. Take-Home Vehicles

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

10. No Unauthorized Passengers/Riders

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

I. Travel Policy

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

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

1. Authorization for Travel

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

2. Unauthorized Expenses

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

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

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

3. Authorized Expenses

- Air travel should be purchased at the lowest coach airfare available at the time the reservation is made. First Class airfare is specifically prohibited.
- Fares are normally purchased using a Town credit card or Town check. The employee may receive reimbursement provided detailed receipts are submitted.
- When the employee is accompanied by a nonemployee, the nonemployee ticket(s) must be purchased using personal funds.

4. Vehicle Rental

- Vehicle rentals generally are not an allowed travel expense. Public ground transportation should be used instead, if available.
- Circumstances warranting vehicle rentals must be documented by the employee and approved by the Department Head or by the Town Manager for Department Heads.
- Insurance should not be purchased from the car rental company. The Town's insurance covers rented vehicles. Employees must obtain a copy of the Town's insurance card from the Town Clerk before departure. Any additional insurance coverage purchased will be at the employee's own expense.

5. Public Ground Transportation

A reasonable and economical method of public ground transportation to/from the hotel and the airport, conference facility, or restaurant is allowed only when necessary and appropriate to the trip.

6. Parking

- Reasonable and economical parking expense is allowed for airport parking. The closest parking to the terminal will usually not be the most reasonable or economical parking and should not be used.
- Hotel or other public parking expense is allowed.
- Valet parking is not allowed unless required.
- Parking may be paid using the employee's Town credit card, if applicable. Alternatively, the employee may receive reimbursement provided a detailed receipt is submitted; however, it may be difficult to obtain a receipt for parking and provision of a detailed receipt may be waived by the Finance Department.

7. Toll

Toll expenses are allowed, and the employee may receive reimbursement provided detailed receipts are submitted.

8. Authorized Expenses: Lodging

- When lodging is necessary, low to moderately priced hotels and single occupancy hotel rooms are the standard.
- When attending a conference, employees will be expected to stay in the conference hotel at the available specified conference room rates. When a conference offers multiple lodging choices, employees should select the low to moderately priced hotels.
- Lodging is allowed only for the number of nights necessary to attend the conference or event. Extra nights must be at the employee's expense.
- Extra costs in lodging due to employee's guests must be at the employee's expense. These and other personal expenses (personal phone calls, room service, in-room movies, etc.) must be paid for separately using personal funds.

9. Authorized Expenses: Meals While on Travel

- Meals while on travel are an allowed expense.
- Employees may pay for meals using personal funds and then seek reimbursement under the per diem rate method described below or complete the Per Diem and Mileage Reimbursement Request Form to receive funds prior to travel.
- If a Town credit card is used for meals during travel, detailed receipts need to be submitted and amounts need to be equal to or less than the allowed per diem rate method described below.
- Often the conference or travel-related event will provide some or all of the meals. When this occurs, the employee must not seek reimbursement for the portion of the per diem rate related to the provided meal. The decision to eat on your own when a meal is provided by the conference or event is not an allowable expense.

10. Per Diem Rate Method

The Town allows the use of per diem for meals, tips, and incidental expenses.

11. Reimbursement Request Deadlines

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

V. LEAVE

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

A. Paid Time Off (PTO)

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

- An employee has a mental health or physical illness, injury, or health condition that prevents the employee from working, including the need to obtain a diagnosis, treatment or medical care for such condition.
- An employee needs to obtain preventative medical care.
- An employee has been the victim of domestic abuse, sexual assault, or harassment leading to health, relocation, legal or other services needs.
- An employee needs to care for a family member to whom any of the above-listed circumstances apply.
- In a public health emergency, a public official has closed the employee’s workplace or the school or childcare facility of an employee’s child.
- Bereavement, or to assist with financial or legal needs after a death of a family member.
- Due to inclement weather, power/heat/water loss, or other unexpected event, the employee must evacuate their residence, or care for a family member whose school or place of care was closed.

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

1. Usage

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

2. Accrual of PTO

PTO hours begin to accrue upon initial employment with the Town and continue accruing during paid time.

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

The chart below lists accrual rates for full-time regular employees. Part-time regular employees accrue PTO on a prorated basis depending on the number of hours worked. Temporary employees are not eligible for PTO but accrue sick leave pursuant to the HFWA Sick Leave Policy.

Years of Employment	Hours Accrued per Pay Period	Hours Accrued per Month	Hours Accrued per Year	Maximum Accrual
First 12 months	5.23	11.33	135.96	203.94

1 through 5	6.77	14.66	175.92	263.88
6 through 10	8.31	18.00	216.00	324.00
11 through 15	9.84	21.33	255.96	383.94
16 through 20	11.38	24.63	295.92	443.88

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

Years of Employment	Hours Accrued per Pay Period	Hours Accrued per Month	Hours Accrued per Year	Maximum Accrual
First 12 months	8. 92 <u>61</u>	18.66 <u>19.32</u>	23 <u>123</u> .92	29 <u>18</u> .94
1 through 5	10. 46 <u>15</u>	21.99 <u>22.65</u>	27 <u>163</u> .88	35 <u>19</u> .88
6 through 10	1 <u>2.00</u> 1.69	25.33 <u>26.00</u>	3 <u>1103</u> .96	4124 <u>20.00</u>
11 through 15	13. 54 <u>23</u>	29.34 <u>8.67</u>	3 <u>5244</u> .04	47 <u>19</u> .94
16 through 20	14.76 <u>15.07</u>	32.66 <u>1.99</u>	3 <u>9183</u> .88	53 <u>19</u> .88

3. Use of PTO

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

4. Accrual Limits

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

5. PTO Buyback Program

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

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

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

~~6. PTO Donations~~

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

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

6. Leave-Sharing Program

This program is to assist employees who are experiencing a medical emergency or major disaster and whose leave bank has been depleted. Employees wishing to assist another employee with a voluntary donation from their PTO bank may do so.

- The employee experiencing a medical emergency or major disaster (as declared by the President of the United States) must complete a leave-sharing request form and must have exhausted their entire Town accrued leave time.
- To be eligible to accept donated PTO, the employee must be employed with the Town for at least 90 days or 520 hours.
- The employee may not receive more than four hundred eighty (480) hours accumulated leave from donors for any one incident or in any calendar year.
- Donated leave will always be donated in hours regardless of the donor's or the recipient's rate of pay.
- In the event the recipient becomes unable to return to their position and submits their resignation of employment, all donated leave in their shared bank will be discontinued.
- Any donated time that is not needed will be returned to donor.

B. Holidays

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

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

The Town observes the following fixed holidays:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving – Fourth Thursday and Friday of November
Memorial Day	Christmas Eve
<u>Juneteenth</u>	Christmas Day
Independence Day	

Holiday leave is considered as hours worked for overtime purposes.

Holidays cannot be used as an employment end date.

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

C. Voting Time

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

D. Bereavement Leave

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

E. Workers' Compensation Leave

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

1. First Report of Injury

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

2. Required Medical Treatment

If medical treatment is required, the employee should notify his or her supervisor, who will make arrangements for the employee's transport to either the Town's designated medical care provider, or, if the situation warrants, to the emergency room of the closest appropriate facility. Medical treatment may be obtained only from the Town's designated medical care providers. When the designated medical care provider is not available, the nearest medical facility may be used. In the case of a life or limb threatening emergency, or if an employee is outside the Denver metropolitan area on Town business, the employee should go to the nearest emergency medical facility for treatment. Notwithstanding the previous situations, if the employee fails to obtain treatment from a designated physician, the employee may be responsible for the cost of the medical treatment that is obtained.

The employee should advise the treating physician that he or she will be making a workers' compensation claim so that the appropriate forms can be completed. The employee will be provided with a copy of the attending physician's form that will include the physician's diagnosis, and a return-to-work release listing any work restrictions or time off requirements.

F. Jury Duty and Witness Leave

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

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

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

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

G. Active-Duty Training Military Leave

~~An employee who is a member of the National Guard or the Military Reserve Forces of the United States is allowed up to fifteen three (15~~3~~) days~~weeks~~ military training leave, without loss of pay or benefits, each calendar year. three ~~3~~ weeks. Employees on military leave may utilize all accrued PTO while on assignment with the military. If an employee is inducted into a branch of the U.S. Armed Forces for an extended period, upon returning to the Town after separation from military service, the employee may be re-employed in accordance with the provisions of the Law. The Town complies fully with the Uniformed Services Employment and Reemployment Rights Act (USERRA).~~

H. Leave of Absence without Pay

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

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

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

Accrual of PTO will cease while on leave without pay. Holidays, bereavement pay, or jury duty pay will not be granted during any leave without pay.

I. Administrative Leave

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

J. Family and Medical Leave

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

1. Eligibility

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

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

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

2. Providing Notice

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

Generally, an application for leave must be completed at least thirty (30) days, or as soon as practical, in advance of the date the leave is expected to begin. In cases of emergency, you (or your representative, if you are incapacitated) should give verbal notice as soon as possible, and the application form should be completed as soon as practical.

3. Medical Certification Process

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

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

4. Noncontinuous Leave

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

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

If you request non-continuous federal FMLA leave which is foreseeable based on planned medical treatment for yourself, a family member or a covered service member, you may be required to transfer temporarily to an available alternative position offered by the Town for which you are qualified, and which better accommodates recurring periods of leave than your regular employment position. You will be entitled to

equivalent pay and benefits but will not necessarily be assigned the same duties in the alternative position. This provision may also apply if the Town approves a noncontinuous leave for the birth of a child or the placement of a child for adoption or foster care.

5. Benefit Continuation During Leave

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

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

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

6. Returning to Work

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

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

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

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

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

7. Military Caregiver Leave

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

8. Qualifying (Military) Exigency Leave

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

9. Military Family Leave Certifications

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

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

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

VI. EMPLOYEE CONDUCT

A. Public Contact

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

B. Contact with Law Enforcement

Employees are reminded that they represent the Town at all times and are required to abide

by all Municipal, State, and Federal laws and regulations. Employees must report any contact with law enforcement, other than a minor traffic violation such as a speeding ticket. All other tickets or pending criminal charges must be reported to Human Resources within twenty-four (24) hours following the contact with law enforcement.

C. Outside Employment

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

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

D. Solicitation

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

E. Political Activity

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

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

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

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

F. Computer & Information Technology Usage

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

Users shall:

- Use technology resources to assist them in performing their assigned jobs since the use of the Town's computer, messaging, and internet resources is intended for Town business only.
- Comply with all general personnel policies governing employee behavior while using computers and computer systems.
- Only use approved and properly licensed software.
- Ensure that equipment, systems and data are stored securely.
- Utilize computers, computer systems and cell phones to further work goals.
- Avoid practices which are wasteful of storage or processing capacity.
- Understand that any information created or stored on a Town computer or device is Town property and may be reviewed by Town personnel and there is no expectation of privacy.
- Refrain from excessive use of Town equipment for non-business-related purposes. It is generally accepted that occasional, personal communications, such as phone calls or emails, are carried out. Excessive use, as determined by management, is not permitted.

Users shall not:

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

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

Users shall:

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

Users shall not:

- Use another individual's user ID nor disclose their confidential access to non- Town personnel.
- Violate the confidentiality of data or systems.
- Use software or hardware that jeopardizes the security or integrity of the network or Town data.

- Retain messages or files that do not have a business purpose (as defined by the appropriate record retention schedule).
- Store information in a manner that creates a burden to a computer or the network.

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

G. Electronic Mail Communication

Electronic Mail (“e-mail”) is used as part of the everyday business of the Town. All e-mail correspondence must comply with standards and policies regarding professional conduct. All electronic files associated with e-mail communication will be kept and maintained by the Town within its computer facilities in accordance with the Town’s record retention policy. Regardless of how long an email must be retained, employees should sort, file and/or delete emails, as appropriate, in an on-going weekly basis. Email should not be used as a filing system. Emails with enduring long-term administrative, policy, legal, fiscal, or historical value should be saved to the network drive or printed and added to the appropriate file.

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

H. Media Relations

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

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

I. Social Media

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

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

that employee and their personal account to this Policy and all other Town policies, including the Employee Handbook. Employees are advised that their conduct on social media may reflect on their fitness to perform their jobs.\

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

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

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

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

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

VII. AT-WILL EMPLOYMENT AND DISCIPLINE

A. At-Will

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

B. Reasons for Disciplinary Action

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

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

The Town Manager, Department Head, or Human Resources may recommend and administer a means of corrective action or discipline that is consistent with the type and severity of the

cause for the action. The action taken may affect an employee's current pay, status or terms of employment as follows:

Corrective Action

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

Disciplinary Action

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

C. Problem Resolution

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

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

Complaint Process

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

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

shall be final in the complaint process.

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

4. The Town Manager may be requested to be involved at any stage of the complaint process by either the employee or the Department Head.

Effect of Failure to Follow Process

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

Separation from Employment

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

VIII. SEPARATIONS

A. Resignation

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

B. Retirement

Employees may retire at any time without prior notice to the Town. However, the Town requests that employees who intend to retire from the Town notify their immediate supervisor or Human Resources at least four (4) weeks prior to the anticipated retirement date and assist with the orderly transfer of the functions and duties of the retiring employee to another.

C. Medical, Dental and Vision Insurance

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

COBRA legislation provisions.

D. Life Insurance

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

E. Deferred Compensation

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

F. Final Paycheck

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

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

G. Death of Employee

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

IX. EMPLOYEE HEALTH AND SAFETY

A. Wellness Benefit

The Town believes employees should enjoy good health and well-being. Employees and their dependents may be eligible for various wellness programs through the Town's benefit provider, such as the Employee Assistance Program.

The Town has a wellness program utilizing an application called Nectar. The program allows employees to earn and transfer points based on their involvement in the approved wellness activities. A terminated employee's last day of employment is the final day of redemption for Nectar points, and points are not transferrable to other employees.

B. Safety

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

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

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

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

Employer Goals:

- Provide a safe workplace
- Provide safety and health education and training
- Review and update workplace safety rules
- Keep accurate and complete records

Employee Expectations:

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

C. Cellular Phones

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

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

X. EMPLOYEE DRUG AND ALCOHOL TESTING

A. Purpose

The Town is a drug-free workplace as required by the Drug-Free Workplace Act. It is both the Town's and each employee's responsibility to maintain such an environment. As required by

the Drug-Free Workplace Act, as a condition of employment, each employee must notify the Town in writing of his or her conviction, or pleading of guilty or no contest, for a violation of a criminal drug statute not later than five (5) calendar days after such conviction. Upon notification of any such conviction or plea, the Town will take action in compliance with the Drug-Free Workplace Act and Regulations.

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

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

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

Employees paid to be "on-call" shall not consume alcohol or drugs during "on-call" hours. Whether off duty or "on-call," it is the employee's responsibility when called back to work to advise the supervisor of his/her fitness for duty. It is a violation of this policy for an employee to return to work in an apparently intoxicated condition or to fail to advise their supervisor of their impaired condition.

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

B. Scope

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

C. Reasons for Testing

1. Pre-employment

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

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

2. Reasonable Suspicion

Reasonable suspicion means that the actions, appearance or conduct of an employee,

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

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

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

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

3. Post-Accident

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

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

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

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

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

4. Random Testing

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

Random testing will be spread reasonably throughout the year and will be

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

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

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

D. Testing Procedures

1. Controlled Substances

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

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

Dilute test results will be treated as follows:

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

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

The Town shall employ a Medical Review Officer (MRO) who will receive the laboratory

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

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

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

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

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

2. Alcohol Testing

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

E. Test Results

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

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

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

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

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

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

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

F. Definition of Policy Violations

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

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

G. Voluntary Treatment

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

H. Refusal to Submit to Testing

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

- refusal to appear for testing,
- failure to remain at the testing site until the testing process is complete,
- failure to provide a urine specimen,
- in instances of observed or monitored collection, failure to allow observation or monitoring,
- refusal to sign the testing form,
- failure to provide adequate breath,
- failure to take a second test as directed,
- otherwise fail to cooperate in the testing process,

- perform any actions which prevent the completion of the test,
- a test result reported by the MRO as a verified adulterated or substituted test,
- inability to provide sufficient quantities of breath or urine to be tested without a valid medical explanation,
- failure to undergo a medical examination or evaluation when directed,
- tampering with, attempting to adulterate, adulteration or substitution of the specimen, or interference with the collection procedure,
- not reporting to the collection site in the time allotted; or
- leaving the scene of an accident without a valid reason before the tests have been conducted.

I. Results of Drug and Alcohol Use

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

XI. MISCELLANEOUS PROVISIONS

A. Nepotism

The Town has a nepotism policy that prohibits direct or indirect supervision by another relative. A relative may not be in a position that audits, verifies, receives, or is entrusted with money received or handled by another relative. No employee may work in a department that handles confidential matters involving a relative of that employee, including central payroll and personnel records.

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

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

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

B. Town Property

Town employees must not use or permit the use of Town owned or leased property or facilities, vehicles, equipment, materials or Town personnel or Town contractors for personal use. The appropriate Department Head may approve use of equipment by employees to improve occupational skills. Systems, procedures, reports, equipment and information developed by, or on behalf of, the Town, whether by its employees or by other persons are the sole property of the Town and must not be given or loaned to or shared with any other person, company or

organization without the written permission of the Department Head.

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

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

C. Personnel Records

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

Requests for employee information are often made by various organizations or individuals for information about past and present employees. All requests for information about employees are to be directed to Human Resources, who will not release any information, except as required by State law, without the written authorization of the employee. It is assumed that employment verifications have been authorized by the employee in the cases of application for credit or employment, thus information regarding date of hire and/or separation and salary levels, as appropriate, may be released. Numerically based performance- rating sheets are released only as required by State law. Additional, specific information relating to Town employment will be released only with written authorization by the employee.

D. Bulletin Boards

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

E. Gift Ban

To prevent the perception of persuasion, no public employee either directly or indirectly can be the beneficiary of a gift or thing of value greater than fifty-seventy-five dollars (~~\$7550~~) in any calendar year. This policy applies gifts given to the employee, employee's spouse or dependent child(ren).

F. Personal Business

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

G. Driver's License

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

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

H. Professional Certifications

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

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

I. Whistleblower Protection Policy

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

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

J. Tuition Reimbursement

The purpose of the Tuition Reimbursement Program is to provide educational opportunities to employees who wish to further their education and enhance their skills to better perform their

job. Employees who intend to participate in the Tuition Reimbursement program should advise their Department Head or Human Resources as far in advance as possible so that budgetary considerations may be made for the following fiscal year.

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

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

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

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

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

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

XII. DEFINITIONS

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

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

Board: The Board of Trustees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

throughout the employee's employment with the Town.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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XIII. EMPLOYEE ACKNOWLEDGEMENT

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

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

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

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

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

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

I am responsible for knowing and complying with this Handbook and any other policies and procedures established by the Town and the written and oral instructions of supervisors.

PRINTED NAME

SIGNATURE

DATE



Employee Handbook

Effective Date: April 1, 2008
Latest Revision: **November 27, 2023**

IMPORTANT NOTICE

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

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

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

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

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

History of Mead

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

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

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

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

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

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I. INTRODUCTION

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

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

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

Board of Trustees

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

Town Manager

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

Department Regulations

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

GENERAL PROVISIONS

A. Equal Employment Opportunity (EEO)

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

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

B. Harassment

The Town strives to maintain a work environment free of unlawful harassment, including sexual harassment. For harassment complaints, please refer to the complaint procedure outlined below.

Unlawful harassment may include unwelcome physical or verbal conduct or any written, pictorial, or visual communication directed at an individual or group of individuals because of that individual's or group's membership in, or perceived membership in, a protected class.

Inappropriate conduct that could lead to a claim of harassment is expressly prohibited by this policy. Such conduct includes, but is not limited to, implicit or explicit communications whether in:

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

Such conduct may also include inappropriate verbal or physical conduct if:

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

All employees are expected to conduct themselves in a professional and business-like manner at all times.

C. Anti-Violence

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

D. Anti-Retaliation

Retaliation against employees is strictly prohibited. The Town prohibits retaliation against

employees for reporting harassment or discrimination or for assisting the Town in the investigation of any complaint. Any employee engaging in retaliation may be subject to disciplinary action.

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

E. Complaint Procedure

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

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

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

F. Search

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

G. The Americans with Disabilities Act and Religious Accommodation

The Town will make reasonable accommodation for qualified individuals with known disabilities when the employee notifies the Town and provides the required paperwork. Employees whose work requirements interfere with a religious belief may be granted accommodations, unless

doing so would result in an undue hardship to the Town.

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

H. Pregnancy Accommodation

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

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

II. CLASSIFICATIONS OF EMPLOYMENT

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

A. Full-time

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

B. Part-time

A part-time employee is one who works less than forty (40) hours per week on a regular basis. Such employees may be "exempt" or "non-exempt" as defined below. Part-time employees who work between thirty (30) and thirty-nine (39) hours per week are currently eligible to share in certain employment benefits provided by the Town and can accrue prorated PTO and holiday pay based on hours worked. Part-time employees who work less than thirty (30) hours per week on a regular basis currently accrue PTO and holiday pay on a prorated basis but are otherwise not eligible to share in employment benefits provided by the Town, except as required by law.

C. Temporary

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

D. Volunteer

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

E. Transfers and Promotions

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

III. COMPENSATION AND BENEFITS

For compensation, the Town has two pay structures: General Government and a Police-Sworn Step Plan. Additionally, the Town offers comprehensive medical, dental, vision, and life insurance to all eligible employees for a predetermined cost. Plans offer employees the option of dependent coverage at an added expense. Benefits for eligible employees and their dependents are described in detail in the Summary Plan Document (SPD) prepared by the insurance carrier that is available to all eligible employees. These benefits may be canceled or changed at the discretion of the Town, unless otherwise required by law, and does not guarantee that every medical treatment or procedure will be covered by the plans.

A. Adjustments to Pay

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

By completing a market analysis, we strive to achieve a pay plan that is competitive within the labor market. The market consists of neighboring and similar sized communities.

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

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

B. Overtime Pay

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

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

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

C. Compensatory Time

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

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

Temporary employees are not eligible to accrue compensatory time.

D. Pay Periods

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

E. Salary for Exempt Employees

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

F. Performance Appraisals

Performance appraisals for all employees consist of:

- A written evaluation using a form approved by Human Resources; and,
- An appraisal meeting involving the supervisor who completes the appraisal and the

employee whose performance is being appraised.

Employees shall be evaluated on an annual basis.

G. Payroll Deductions

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

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

H. Direct Deposit

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

IV. WORK POLICIES

A. Hours of Work

Full-time employees of the Town shall work a minimum forty (40) hours per week. Normal working hours at Town Hall shall be 8:00 a.m. to 5:00 p.m., Monday through Friday. Normal working hours for Public Works shall be 7:00 a.m. to 3:30 p.m., Monday through Friday. Police Officers are scheduled to provide coverage twenty-four (24) hours a day. Supervisors may approve adjustments to the employees' normal scheduled hours.

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

B. Dress Code

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

jeopardize the safety of the employee or other Town personnel.

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

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

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

C. Attendance

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

D. Tobacco Use

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

E. On-Call and Recall Pay

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

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

F. Town Closure

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

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

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

G. Modified Duty

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

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

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

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

H. Motor Vehicles

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

1. Personal Vehicle Use

The Town recognizes there may be times when a Town vehicle is not available for use. However, prior to using a personal vehicle, all effort must be made to use a Town vehicle. Any employee using their personal vehicle for Town business must possess a valid driver's license. The employee must carry the state minimum automobile liability insurance on their personal vehicle as required by law. Any motor vehicle accidents or violations are the sole responsibility of the driver. The driver's personal automobile insurance will be the primary carrier if the driver is involved in an automobile accident. The driver's automobile insurance should provide coverage for the driver's vehicle and any other damage the driver causes. However, the employee will be covered under

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

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

2. Town Vehicle Use

The Town provides vehicles to use for business purposes but recognizes the occasional need for employees to take a Town vehicle home. Examples include attending a training or conference. When it is appropriate, and in the best interest of the Town, to permit an employee to take a Town vehicle to the employee's home for a short duration of time, not to exceed twenty-four (24) hours, the employee must secure prior verbal approval from the Department Head or authorized designee.

3. Town Pool Vehicle Use

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

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

- All pool vehicles shall be reserved in advance and formally signed out via the log kept at the front desk. Pool vehicle keys are to be checked out for use of the vehicle only immediately before use.
- A fuel card for pool vehicles is kept at the front desk. If fuel is needed and a fuel card is not available, employees should use a Town issued credit card. Employees are responsible for refilling the vehicle, as necessary. Receipts must be remitted to the Finance Department no later than twenty-four (24) hours after use. Keys and fuel cards are to be returned promptly and not passed along to other employees.
- Effort must be made to schedule use in the most efficient manner possible. For example, errands that can wait until a pool vehicle is available should be scheduled accordingly.
- Pool vehicles are to be parked at the Town Hall.
- If space is available, users are encouraged to combine trips with others attending the same event.
- If a use exceeds the time estimated, please notify Town Hall.
- All pool vehicle windows and doors shall be locked when unattended. Personal property left in pool vehicles is at the employee's own risk.
- The employee signing out the pool vehicle is responsible for the vehicle until it is returned.

4. Maintenance

Drivers are required to properly maintain Town vehicles at all times. Vehicles may not be operated with any defect that would inhibit safe operation during current and foreseeable weather and lighting conditions.

Weekly documented inspection of vehicles is required. Vehicles with any safety discrepancies will not be driven until the safety discrepancy has been corrected. Examples of safety discrepancies are inoperative headlight, inoperative turn signal, inoperative brake lights, defective windshield wiper, and defective brakes.

Preventive maintenance, such as regular oil changes, lubrication, fluid checks and tire pressure determine to a large extent whether the vehicle is reliable and safe. Preventive maintenance should be completed by fleet maintenance as required in the owner's manual.

In the event that service is required for the vehicle that causes it to be inoperable, contact the Public Works Department. If Public Works is not available, proper arrangements for towing should be made.

5. Traffic Violations

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

6. Accidents Involving Town Vehicles

In the event of an accident:

- Contact your supervisor immediately.
- Do not admit negligence or liability.
- Do not attempt settlement, regardless of how minor.
- Get name, address, and phone number of any injured person(s) and witnesses, if possible.
- Exchange vehicle identification, insurance company name, and policy numbers with the other driver.
- Take a photograph of the accident scene, if possible.
- Call the local law enforcement unless the Town or county is on accident alert and there are no injuries. If injuries are involved, call the local law enforcement regardless of conditions.
- Do not sign any statements or reports other than official police reports.

- Complete the accident form in your vehicle.
- Provide all information to your Department Head and Human Resources within twenty-four (24) hours of the accident or the next business day if the accident occurred on a weekend or holiday.

7. Theft of a Town Vehicle

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

8. Driver Responsibilities

When driving a Town vehicle, you are representing the Town. Your actions will reflect not only on you, but also on the entire Town organization. It is expected that you drive safely and courteously at all times. Along with that privilege befalls certain obligations by the driver. The driver assumes the duty of obeying all motor vehicle laws, maintaining the vehicle properly at all times.

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

Each driver is responsible for the actual possession, care, and use of the Town vehicle in their possession. Damage to the vehicle caused by the driver's negligence may be cause for disciplinary action. The use of seat belts and shoulder harness is mandatory for driver and passengers. Vehicles may be driven only by authorized Town employees or volunteers who have completed an MVR check by Human Resources. Vehicles are to be kept clean inside and out. Smoking is not permitted in Town vehicles. Pets are not allowed in Town vehicles, except vehicles used for animal control.

9. Take-Home Vehicles

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

10. No Unauthorized Passengers/Riders

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

I. Travel Policy

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

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

1. Authorization for Travel

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

2. Unauthorized Expenses

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

- All expenses of family members or other persons not on business for the Town;
- Alcoholic beverages and tobacco products;
- Laundry or cleaning;
- In-room movies, room service, or other personal services;
- Sporting and entertainment activities;
- Personal clothing;
- Prescriptions and over-the-counter medication;
- Personal telephone calls except as stated in Section VIII;
- First class airfare;
- Rental of luxury or sports vehicles or insurance for rental vehicles;
- Expenses stated in this policy as unauthorized, ineligible or prohibited; and
- All other personal expenses not for the benefit of the Town.

3. Authorized Expenses

- Air travel should be purchased at the lowest coach airfare available at the time the reservation is made. First Class airfare is specifically prohibited.
- Fares are normally purchased using a Town credit card or Town check. The

employee may receive reimbursement provided detailed receipts are submitted.

- When the employee is accompanied by a nonemployee, the nonemployee ticket(s) must be purchased using personal funds.

4. Vehicle Rental

- Vehicle rentals generally are not an allowed travel expense. Public ground transportation should be used instead, if available.
- Circumstances warranting vehicle rentals must be documented by the employee and approved by the Department Head or by the Town Manager for Department Heads.
- Insurance should not be purchased from the car rental company. The Town's insurance covers rented vehicles. Employees must obtain a copy of the Town's insurance card from the Town Clerk before departure. Any additional insurance coverage purchased will be at the employee's own expense.

5. Public Ground Transportation

A reasonable and economical method of public ground transportation to/from the hotel and the airport, conference facility, or restaurant is allowed only when necessary and appropriate to the trip.

6. Parking

- Reasonable and economical parking expense is allowed for airport parking. The closest parking to the terminal will usually not be the most reasonable or economical parking and should not be used.
- Hotel or other public parking expense is allowed.
- Valet parking is not allowed unless required.
- Parking may be paid using the employee's Town credit card, if applicable. Alternatively, the employee may receive reimbursement provided a detailed receipt is submitted; however, it may be difficult to obtain a receipt for parking and provision of a detailed receipt may be waived by the Finance Department.

7. Toll

Toll expenses are allowed, and the employee may receive reimbursement provided detailed receipts are submitted.

8. Authorized Expenses: Lodging

- When lodging is necessary, low to moderately priced hotels and single occupancy hotel rooms are the standard.
- When attending a conference, employees will be expected to stay in the conference hotel at the available specified conference room rates. When a conference offers multiple lodging choices, employees should select the low to moderately priced hotels.
- Lodging is allowed only for the number of nights necessary to attend the

conference or event. Extra nights must be at the employee's expense.

- Extra costs in lodging due to employee's guests must be at the employee's expense. These and other personal expenses (personal phone calls, room service, in-room movies, etc.) must be paid for separately using personal funds.

9. Authorized Expenses: Meals While on Travel

- Meals while on travel are an allowed expense.
- Employees may pay for meals using personal funds and then seek reimbursement under the per diem rate method described below or complete the Per Diem and Mileage Reimbursement Request Form to receive funds prior to travel.
- If a Town credit card is used for meals during travel, detailed receipts need to be submitted and amounts need to be equal to or less than the allowed per diem rate method described below.
- Often the conference or travel-related event will provide some or all of the meals. When this occurs, the employee must not seek reimbursement for the portion of the per diem rate related to the provided meal. The decision to eat on your own when a meal is provided by the conference or event is not an allowable expense.

10. Per Diem Rate Method

The Town allows the use of per diem for meals, tips, and incidental expenses.

11. Reimbursement Request Deadlines

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

V. LEAVE

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

A. Paid Time Off (PTO)

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

- An employee has a mental health or physical illness, injury, or health condition that prevents the employee from working, including the need to obtain a diagnosis, treatment or medical care for such condition.
- An employee needs to obtain preventative medical care.
- An employee has been the victim of domestic abuse, sexual assault, or harassment leading to health, relocation, legal or other services needs.

- An employee needs to care for a family member to whom any of the above-listed circumstances apply.
- In a public health emergency, a public official has closed the employee's workplace or the school or childcare facility of an employee's child.
- Bereavement, or to assist with financial or legal needs after a death of a family member.
- Due to inclement weather, power/heat/water loss, or other unexpected event, the employee must evacuate their residence, or care for a family member whose school or place of care was closed.

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

1. Usage

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

2. Accrual of PTO

PTO hours begin to accrue upon initial employment with the Town and continue accruing during paid time.

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

The chart below lists accrual rates for full-time regular employees. Part-time regular employees accrue PTO on a prorated basis depending on the number of hours worked. Temporary employees are not eligible for PTO but accrue sick leave pursuant to the HFWA Sick Leave Policy.

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

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

Years of Employment	Hours Accrued per Pay Period	Hours Accrued per Month	Hours Accrued per Year	Maximum Accrual
First 12 months	8.92	19.32	231.92	298.94
1 through 5	10.46	22.65	271.88	359.88
6 through 10	12.00	26.00	311.96	420.00
11 through 15	13.54	29.34	352.04	479.94
16 through 20	15.07	32.66	391.88	539.88

3. Use of PTO

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

4. Accrual Limits

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

5. PTO Buyback Program

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

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

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

6. Leave-Sharing Program

This program is to assist employees who are experiencing a medical emergency or major disaster and whose leave bank has been depleted. Employees wishing to assist another employee with a voluntary donation from their PTO bank may do so.

- The employee experiencing a medical emergency or major disaster (as declared by the President of the United States) must complete a leave-sharing request form and must have exhausted their entire Town accrued leave time.
- To be eligible to accept donated PTO, the employee must be employed with the Town for at least 90 days or 520 hours.
- The employee may not receive more than four hundred eighty (480) hours accumulated leave from donors for any one incident or in any calendar year.
- Donated leave will always be donated in hours regardless of the donor's or the recipient's rate of pay.
- In the event the recipient becomes unable to return to their position and submits their resignation of employment, all donated leave in their shared bank will be discontinued.

- Any donated time that is not needed will be returned to donor.

B. Holidays

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

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

The Town observes the following fixed holidays:

- | | |
|------------------------|---|
| New Year’s Day | Labor Day |
| Martin Luther King Day | Veteran’s Day |
| President’s Day | Thanksgiving – Fourth Thursday and Friday of November |
| Memorial Day | Christmas Eve |
| Juneteenth | Christmas Day |
| Independence Day | |

Holiday leave is considered as hours worked for overtime purposes.

Holidays cannot be used as an employment end date.

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

C. Voting Time

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

D. Bereavement Leave

If there is a death of an employee’s immediate family member, the employee may be granted up to one (1) day of bereavement leave. If employees needs to be on extended leave, PTO may be applied. Should out-of-state travel be required, additional leave may be granted, and

paid time off applied. An employee's immediate family member, for bereavement purposes, includes the employee's spouse or domestic partner, sibling, parents or stepparents, grandparents, children or grandchildren, stepchildren, legal guardian, foster children, in-laws, and any other member of the employee's immediate household. Bereavement leave will be paid at the employee's regular rate of pay. Bereavement leave will not be considered as time worked for overtime purposes.

E. Workers' Compensation Leave

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

1. First Report of Injury

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

2. Required Medical Treatment

If medical treatment is required, the employee should notify his or her supervisor, who will make arrangements for the employee's transport to either the Town's designated medical care provider, or, if the situation warrants, to the emergency room of the closest appropriate facility. Medical treatment may be obtained only from the Town's designated medical care providers. When the designated medical care provider is not available, the nearest medical facility may be used. In the case of a life or limb threatening emergency, or if an employee is outside the Denver metropolitan area on Town business, the employee should go to the nearest emergency medical facility for treatment. Notwithstanding the previous situations, if the employee fails to obtain treatment from a designated physician, the employee may be responsible for the cost of the medical treatment that is obtained.

The employee should advise the treating physician that he or she will be making a workers' compensation claim so that the appropriate forms can be completed. The employee will be provided with a copy of the attending physician's form that will include the physician's diagnosis, and a return-to-work release listing any work restrictions or time off requirements.

F. Jury Duty and Witness Leave

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

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

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

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

G. Military Leave

An employee who is a member of the National Guard or the Military Reserve Forces of the United States is allowed a leave of absence without loss of pay or benefits, for training or active service not to exceed three (3) weeks in a calendar year. Employees on military leave may utilize all accrued PTO while on assignment with the military and must provide a copy of the military order to Human Resources. If an employee is inducted into a branch of the U.S. Armed Forces for an extended period, upon returning to the Town after separation from military service, the employee may be re-employed in accordance with the provisions of the law. The Town complies fully with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

H. Leave of Absence without Pay

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

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

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

Accrual of PTO will cease while on leave without pay. Holidays, bereavement pay, or jury duty pay will not be granted during any leave without pay.

I. Administrative Leave

At the request of a Department Head or Town Manager, an employee may be removed from

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

J. Family and Medical Leave

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

1. Eligibility

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

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

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

2. Providing Notice

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

Generally, an application for leave must be completed at least thirty (30) days, or as soon as practical, in advance of the date the leave is expected to begin. In cases of emergency, you (or your representative, if you are incapacitated) should give verbal notice as soon as possible, and the application form should be completed as soon as practical.

3. Medical Certification Process

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

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

4. Noncontinuous Leave

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

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

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

5. Benefit Continuation During Leave

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

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

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

6. Returning to Work

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

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

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

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

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

7. Military Caregiver Leave

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

8. Qualifying (Military) Exigency Leave

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

9. Military Family Leave Certifications

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

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

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

VI. EMPLOYEE CONDUCT

A. Public Contact

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

B. Contact with Law Enforcement

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

C. Outside Employment

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

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

D. Solicitation

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

E. Political Activity

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

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

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

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

F. Computer & Information Technology Usage

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

Users shall:

- Use technology resources to assist them in performing their assigned jobs since the use of the Town's computer, messaging, and internet resources is intended for Town business only.
- Comply with all general personnel policies governing employee behavior while using computers and computer systems.
- Only use approved and properly licensed software.
- Ensure that equipment, systems and data are stored securely.
- Utilize computers, computer systems and cell phones to further work goals.
- Avoid practices which are wasteful of storage or processing capacity.
- Understand that any information created or stored on a Town computer or device is Town property and may be reviewed by Town personnel and there is no expectation of privacy.
- Refrain from excessive use of Town equipment for non-business-related purposes. It is generally accepted that occasional, personal communications, such as phone calls or emails, are carried out. Excessive use, as determined by management, is not permitted.

Users shall not:

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

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

Users shall:

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

Users shall not:

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

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

G. Electronic Mail Communication

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

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

H. Media Relations

Dissemination of accurate information is a priority. The Town Mayor, Town Manager, or

Public Information Officer will serve as the liaison for media inquiries. All news releases must be approved by the Town Manager prior to being released.

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

I. **Social Media**

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

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

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

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

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

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

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

VII. AT-WILL EMPLOYMENT AND DISCIPLINE

A. At-Will

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

B. Reasons for Disciplinary Action

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

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

The Town Manager, Department Head, or Human Resources may recommend and administer a means of corrective action or discipline that is consistent with the type and severity of the cause for the action. The action taken may affect an employee's current pay, status or terms of employment as follows:

Corrective Action

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

Disciplinary Action

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

C. Problem Resolution

Employees who disagree or are dissatisfied with a Town practice should promptly discuss the

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

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

Complaint Process

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

1. An eligible employee may submit a written complaint to the next level of supervision within seven (7) calendar days of the notice of the immediate supervisor. The supervisor at this level and the employee shall attempt to resolve the matter. The supervisor shall notify the employee in writing of the supervisor's decision within seven (7) calendar days of receipt of the complaint.
2. If the complaint is not settled at this level to the satisfaction of the employee, and the employee wishes to pursue the matter, the employee shall continue consistent with the procedure outlined, above, to present the complaint to successive levels of supervision, up to and including the Town Manager. The decision of the Town Manager shall be final in the complaint process.
3. In the event that an employee's complaint does not involve the employee's respective supervisors, the written complaint, upon concurrence of the Town Manager, shall be submitted directly to the Department Head of the employee's department, who shall notify the employee of the decision within seven (7) calendar days of receipt of the complaint. However, such complaint, in order to be considered by the Department Head, shall be submitted to the Department Head within fourteen (14) calendar days of the occurrence of the aggrieved action. The decision of the Department Head may be appealed directly to the Town Manager, whose decision shall be final.
4. The Town Manager may be requested to be involved at any stage of the complaint process by either the employee or the Department Head.

Effect of Failure to Follow Process

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

Separation from Employment

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

VIII. SEPARATIONS

A. Resignation

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

B. Retirement

Employees may retire at any time without prior notice to the Town. However, the Town requests that employees who intend to retire from the Town notify their immediate supervisor or Human Resources at least four (4) weeks prior to the anticipated retirement date and assist with the orderly transfer of the functions and duties of the retiring employee to another.

C. Medical, Dental and Vision Insurance

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

D. Life Insurance

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

E. Deferred Compensation

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

F. Final Paycheck

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

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

G. Death of Employee

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

IX. EMPLOYEE HEALTH AND SAFETY

A. Wellness Benefit

The Town believes employees should enjoy good health and well-being. Employees and their dependents may be eligible for various wellness programs through the Town's benefit provider, such as the Employee Assistance Program.

The Town has a wellness program utilizing an application called Nectar. The program allows employees to earn and transfer points based on their involvement in the approved wellness activities. A terminated employee's last day of employment is the final day of redemption for Nectar points, and points are not transferrable to other employees.

B. Safety

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

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

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

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

Employer Goals:

- Provide a safe workplace
- Provide safety and health education and training
- Review and update workplace safety rules
- Keep accurate and complete records

Employee Expectations:

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

C. Cellular Phones

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

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

X. EMPLOYEE DRUG AND ALCOHOL TESTING

A. Purpose

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

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

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

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

Employees paid to be "on-call" shall not consume alcohol or drugs during "on-call" hours. Whether off duty or "on-call," it is the employee's responsibility when called back to work to advise the supervisor of his/her fitness for duty. It is a violation of this policy for an employee to return to work in an apparently intoxicated condition or to fail to advise their supervisor of their impaired condition.

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

B. Scope

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

C. Reasons for Testing

1. Pre-employment

All persons seeking employment with the Town shall undergo post-offer, pre-employment drug testing. Applicants will be informed that as a condition of employment they must pass a drug-screening test. Applicants who refuse to submit to testing will not be hired.

2. Reasonable Suspicion

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

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

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

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

3. Post-Accident

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

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

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

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

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

4. Random Testing

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

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

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

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

D. Testing Procedures

1. Controlled Substances

Controlled substance screening shall be conducted in a laboratory certified by the

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

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

Dilute test results will be treated as follows:

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

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

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

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

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

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

After receiving notification of a verified positive test, an adulterated or substituted specimen, the employee may request that the split sample be analyzed. Such a request must be made within seventy-two (72) hours of notification of the verified positive test.

If such request is made, the sample will be tested at another DHHS certified laboratory, at the employee's expense. Upon written request within seven (7) days of a verified positive test, the employee may obtain copies of any records pertaining to his or her controlled substance tests.

2. Alcohol Testing

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

E. Test Results

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

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

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

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

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

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

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

F. Definition of Policy Violations

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

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

G. Voluntary Treatment

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

H. Refusal to Submit to Testing

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

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

I. Results of Drug and Alcohol Use

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

XI. MISCELLANEOUS PROVISIONS

A. Nepotism

The Town has a nepotism policy that prohibits direct or indirect supervision by another relative. A relative may not be in a position that audits, verifies, receives, or is entrusted with money received or handled by another relative. No employee may work in a department that handles confidential matters involving a relative of that employee, including central payroll and personnel records.

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

No person shall be hired, promoted, demoted, or transferred to a position which would result in them being supervised by an individual with whom they are involved with in a dating relationship. A “dating” relationship is defined as a relationship that may be reasonably expected to lead or has led to the formation of a consensual romantic or sexual relationship. This policy applies to all employees regardless of gender or sexual orientation of individuals involved. Failure to follow this policy may result in disciplinary action.

B. Town Property

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

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

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

C. Personnel Records

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

Requests for employee information are often made by various organizations or individuals for information about past and present employees. All requests for information about employees are to be directed to Human Resources, who will not release any information, except as required by State law, without the written authorization of the employee. It is assumed that employment verifications have been authorized by the employee in the cases of application for credit or employment, thus information regarding date of hire and/or separation and salary

levels, as appropriate, may be released. Numerically based performance- rating sheets are released only as required by State law. Additional, specific information relating to Town employment will be released only with written authorization by the employee.

D. Bulletin Boards

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

E. Gift Ban

To prevent the perception of persuasion, no public employee either directly or indirectly can be the beneficiary of a gift or thing of value greater than seventy-five dollars (\$75) in any calendar year. This policy applies to gifts given to the employee, employee's spouse or dependent child(ren).

F. Personal Business

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

G. Driver's License

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

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

H. Professional Certifications

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

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

I. Whistleblower Protection Policy

The Town is committed to maintaining ethical and legally compliant work practices and believes that employees should never suffer retaliation from their supervisors or hiring

authorities for communicating information about illegal activities, unethical practices or other forms of official misconduct experienced or witnessed by employees in the scope of their employment.

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

J. Tuition Reimbursement

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

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

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

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

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

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

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

XII. DEFINITIONS

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

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

Board: The Board of Trustees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

throughout the employee's employment with the Town.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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XIII. EMPLOYEE ACKNOWLEDGEMENT

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

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

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

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

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

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

I am responsible for knowing and complying with this Handbook and any other policies and procedures established by the Town and the written and oral instructions of supervisors.

PRINTED NAME

SIGNATURE

DATE



Agenda Item Summary

MEETING DATE: November 27, 2023

SUBJECT: **Ordinance No. 1047** – An Ordinance of the Town of Mead, Colorado, Adopting a New Article VII of Chapter 6 of the *Mead Municipal Code* Establishing the Town’s Process for Accepting Remitted Carryout Bag Fees Under C.R.S. § 25-17-505

PRESENTED BY: Mary E. Strutt, Administrative Services Director

THROUGHT: Marcus McAskin, Town Attorney

SUMMARY

Ordinance No. 1047 (the “Ordinance”) adopts a new Article VII in Chapter 6 of the Town of Mead Municipal Code (the “Code”) to establish a process for the Town to accept carryout bag fees to be remitted by stores in the Town in accordance with the Plastic Pollution Reduction Act, codified as C.R.S. § 25-17-501 et seq. (the “Act”). The Ordinance is attached to this AIS as **Attachment A**.

The Act requires any store, as defined in the Act, to collect a fee of ten cents (\$0.10) from customers for each recycled paper carryout bag and single-use plastic carryout bag that is provided by the store to customers at the point of sale. The Act also requires stores to remit sixty percent (60%) of the fees to the municipality within which the store is located on a quarterly basis. However, stores are allowed to retain and use one hundred percent (100%) of the carryout bag fee if the Town has not established a process to accept the sixty percent (60%) portion of the carryout bag fees remitted by stores.

The Ordinance establishes the Town’s process for accepting remitted carryout bag fees to comply with the Act and makes it a violation of the Code for a store to fail to collect or remit carryout bag fees. Starting January 1, 2024, stores located in the Town will be required to collect the carryout bag fees on a calendar quarterly basis and remit the collected carryout bag fees to the Town on or before the 20th day of the month following the end of each calendar quarter. A store’s quarterly remittance will be made utilizing the Town’s designated Bag Fee Remittance Form, attached to this AIS as **Attachment B**.

The Town’s Bag Fee Remittance Form will be available on the Town’s website. The Ordinance authorizes the Town Manger to update the Town’s Bag Fee Remittance Form, if and as needed.

Staff has also prepared an informational summary regarding the Act, including the state’s carryout bag fee requirements and the Town’s remittance process for the fees (the “Summary”). A copy of the Summary is attached to this AIS as **Attachment C**. The Summary will also be posted and maintained on the Town’s website. The Ordinance authorizes the Town Manager or designee to: (1) finalize the Summary and (2) update the Summary as necessary to incorporate future amendments to the Act or other changes to the Town’s bag fee acceptance methodology, conditioned on the review and approval of the Town Attorney.

FINANCIAL CONSIDERATIONS

Under C.R.S. § 25-17-505, the Town must use the remitted fees to pay for: (1) its administrative and enforcement costs incurred as a result of the Act; and (2) any recycling, composting, or other waste diversion programs and related outreach and education activities. Remitted fees to the Town are expected to be nominal in 2024.

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the November 27, 2023, Consent Agenda will approve this item. If the ordinance is removed from the consent agenda, the suggested motion is:

Suggested motion:

“I move to adopt Ordinance No. 1047, An Ordinance of The Town of Mead, Colorado, Adopting a New Article VII of Chapter 6 of the *Mead Municipal Code* Establishing the Town’s Process for Accepting Remitted Carryout Bag Fees Under C.R.S. § 25-17-505.”

ATTACHMENTS

Attachment A - Ordinance No. 1047

Attachment B - Bag Fee Remittance Form

Attachment C - Mead Bag Fee Website Information Summary

**TOWN OF MEAD, COLORADO
ORDINANCE NO. 1047**

AN ORDINANCE OF THE TOWN OF MEAD, COLORADO, ADOPTING A NEW ARTICLE VII OF CHAPTER 6 OF THE MEAD MUNICIPAL CODE ESTABLISHING THE TOWN'S PROCESS FOR ACCEPTING REMITTED CARRYOUT BAG FEES UNDER C.R.S. § 25-17-505

WHEREAS, the Town of Mead ("Town") is a Colorado municipality authorized to enact regulations to protect the public health, safety, and welfare; and

WHEREAS, the Plastic Pollution Reduction Act was passed by the Colorado General Assembly and enacted as law on July 06, 2021, and amended by House Bill 23-1285 (the "Act"); and

WHEREAS, the Act requires a store, as defined in the Act, to collect a fee of ten cents (\$0.10) for each recycled paper carryout bag and single-use plastic carryout bag that is provided by the store to a customer from the customer that is being provided the carryout bag at the point of sale (the "carryout bag fee"); and

WHEREAS, the Act requires each store located within the boundaries of the Town to remit to the Town on a quarterly basis sixty percent (60%) of the carryout bag fees collected by the store in the previous quarter; and

WHEREAS, the Act allows a store to retain and use one hundred percent (100%) of the carryout bag fee if the Town has not established a process to accept the sixty percent (60%) portion of the carryout bag fees that the store is required to remit to the Town on a quarterly basis; and

WHEREAS, the Act authorizes the Town to enforce a violation of the Act against a store that is located within the boundaries of the Town in the manner that the Town chooses; and

WHEREAS, the Town has not established a process to accept remitted carryout bag fees prior to the date of this ordinance; and

WHEREAS, the Town's Board of Trustees desires to establish and codify the Town's process for accepting carryout bag fees to be remitted by stores to the Town and the manner of enforcing the collection and remittance of carryout bag fees; and

WHEREAS, the Town's Board of Trustees wishes to authorize the Town Manager or designee to: (1) finalize an informational summary regarding the state's carryout bag fees and the Town's remittance requirements applicable to said fees (the "Summary"); (2) update the Summary as necessary, conditioned on the review and approval of the Town Attorney; and (3) update the Town's designated Bag Fee Remittance Form as necessary.

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

Section 1. Recitals Incorporated. The recitals contained above are incorporated herein by reference and are adopted as findings and determinations of the Board of Trustees.

Section 2. Chapter 6 of the Mead Municipal Code is hereby amended to add Article VII, to read in full as follows:

ARTICLE VII - Carryout Bag Fees

Sec. 6-7-10. – Intent; purpose.

This Article establishes the process of the Town to accept carryout bag fees remitted by stores located within the boundary of the Town pursuant to Part 5 of Article 17 of Title 25, C.R.S., as amended (“Plastic Pollution Reduction Act”) and establishes penalties for noncompliance with the provisions of this Article.

Sec. 6-7-20. – Definitions.

For purposes of this Article, the definitions of words contained herein shall be as defined in Section 25-17-503, C.R.S., as amended, and such definitions are incorporated into this Article.

Sec. 6-7-30. – Store carryout bag fee collection and remittance duties.

(a) A store shall have the duty to collect from each customer a carryout bag fee according to the Plastic Pollution Reduction Act for each recycled paper carryout bag and single-use plastic carryout bag that is provided by a store to a customer at the point of sale.

(b) For each carryout bag fee collected, the store shall remit sixty percent (60%) to the Town and retain forty percent (40%).

Sec. 6-7-40. – Carryout bag fee collection and remittance process.

(a) Commencing on January 1, 2024, a store shall collect the carryout bag fees on a calendar quarterly basis and shall remit the collected carryout bag fees to the Town on or before the 20th day of the month following the end of each calendar quarter, subject to any exception or exemption as provided by the Plastic Pollution Reduction Act.

- (1) First Calendar Quarter: Includes the months of January, February, and March. Remittance of sixty percent (60%) of the carryout bag fees collected during the First Calendar Quarter are due by April 20 of that year.
- (2) Second Calendar Quarter: Includes the months of April, May, and June. Remittance of sixty percent (60%) of the carryout bag fees collected during the Second Calendar Quarter are due by July 20 of that year.
- (3) Third Calendar Quarter: Includes the months of July, August, and September. Remittance of sixty percent (60%) of the carryout bag fees collected during the Third Calendar Quarter are due by October 20 of that year.
- (4) Fourth Calendar Quarter: Includes the months of October, November, and December. Remittance of sixty percent (60%) of the carryout bag fees collected during the Fourth Calendar Quarter are due by January 20 of the following year.

(b) A store need not remit carryout bag fees collected in any calendar quarter if the total amount of the collected fees is less than twenty dollars (\$20.00). The store may retain those collected fees until the store has more than twenty dollars’ (\$20.00) worth of collected fees to remit and shall remit those fees to the Town as part of the next quarterly remittance.

Sec. 6-7-50. – Carryout bag fee remittance form.

A store’s quarterly remittance shall be made utilizing the Town’s designated Bag Fee Remittance Form, which is available on the Town’s website.

Sec. 6-7-60. – Violations and penalty.

(a) It shall be a violation of this Chapter for any store to fail to collect carryout bag fees or to fail to remit sixty percent (60%) of the collected fees to the Town as required by the Plastic Pollution Reduction Act and in accordance with the procedures set out in this Article.

(b) Violations of the provisions of this Article shall be noncriminal offenses and punishable in accordance with Section 1-4-20 of this Code.

Section 3. Effective Date. This ordinance shall be published and become effective as provided by law. The amendments to the *Mead Municipal Code* set forth in this Ordinance will be enforced on and after January 1, 2024.

Section 4. Authorization to finalize summary and update the Bag Fee Remittance Form. The Board of Trustees authorizes the Town Manager or designee to finalize an informational summary regarding the state’s carryout bag fees and the Town’s remittance requirements applicable to said fees (the “Summary”). The Summary shall be posted and maintained on the Town’s website. Conditioned on the review and approval of the Town Attorney, the Town Manager or designee shall be authorized to update the Summary from time to time as necessary to incorporate future amendments to the Act or other changes to the Town’s bag fee acceptance methodology or remittance requirements. The Town Manger or designee shall also be authorized to update the Town’s Bag Fee Remittance Form.

Section 5. Remaining provisions. Except as specifically amended hereby, all other provisions of the *Mead Municipal Code* (“MMC”) shall continue in full force and effect.

Section 6. Codification Amendments. The codifier of the MMC is hereby authorized to make such numerical, technical and formatting changes as may be necessary to incorporate the provisions of this Ordinance within the MMC.

Section 7. Severability. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the Ordinance. The Board of Trustees hereby declares that it would have passed the ordinance including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more part, section, subsection, sentence, clause or phrase is declared invalid.

Section 8. Repealer. All ordinances or resolutions, or parts thereof, in conflict with this ordinance are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such ordinance nor revive any ordinance thereby.

Section 9. Certification. The Town Clerk shall certify to the passage of this ordinance and make not less than one copy of the adopted Code available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 27th DAY OF NOVEMBER, 2023.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor



Finance Dept.
 Bag Fee Remittance
 441 Third St.
 Mead, CO 80542
 Ph: 970.535.4477

CARRYOUT BAG FEE REMITTANCE FORM

Business Name: _____		Business License # _____	
Address: _____		Filing Period: _____	
_____		Due Date: _____	
1.	Number of single-use plastic or recycled paper carryout bags provided to customers during quarter.		
2.	Fee per bag	\$	0.10
3.	Total Bag Fee (Line 1 x Line 2)		
4.	40% of bag fee business retains {Line 3 x .40}		
5.	60% of bag fee remitting to municipality (Line 3 x .60)		
Business Signature		Under penalties of perjury, I declare that I have examined this Bag Fee form and it is true and correct to the best of my knowledge and belief.	
Signature _____			
Date _____			
Phone Number _____			
Email _____			

General Instructions:

- This form is used for Town of Mead Businesses to report carryout bag fee liability.
- Please remit this form and payment to the Town on a quarterly basis to the address above.
- Fees are due on the 20th of the month following the end of a calendar quarter
 - April 20, July 20, September 20 and January 20.
- The Carryout Bag Fee is not subject to the Town sales tax.
- The Carryout Bag Fee became effective January 1, 2023 per C.R.S. 25-17-505.
- Please see the following website for more information regarding carryout bag fees:
 - <https://www.townofmead.org/finance>

Questions regarding the reporting required? Call the Finance Dept at 970.535.4477

Informational summary – carryout bag fees.

This is an informational summary (“summary”) of the Town’s process to accept carryout bag fees collected by stores pursuant to the Plastic Pollution Reduction Act that was passed by the Colorado legislature in 2021 and amended in 2023, codified at Title 25, Article 17, Part 5 of the Colorado Revised Statutes (the “Act”). The information in this summary is limited to the collection of carryout bag fees by stores within the boundaries of the Town and payment of a portion of those fees to the Town as required by the Act.

This summary is not a comprehensive overview of the Act. The information in this summary will not cover the prohibitions of the Act that may apply to your business. For example, starting on January 01, 2024, the Act prohibits *retail food establishments* from providing single-use plastic bags to a customer, subject to the exceptions provided in the Act, and the information in this summary will not address that prohibition. You are encouraged to seek your own legal counsel to inform you of the specifics of the Act and how and if the Act applies to your business.

You are advised to review the Act to understand the meaning of the terms used in this summary.

What is the amount of the carryout bag fee?

Subject to the exemptions allowed by the Act, the carryout bag fee is ten cents (\$0.10) for each *recycled paper carryout bag* and *single-use plastic carryout bag* that is provided by a *store* to a customer at the point of sale.

Not all bags are subject to the carryout bag fee. Please see § 25-17-503(1), C.R.S., as amended, for the definition of “carryout bag” to know what type of bags are considered carryout bags that are subject to the carryout bag fee.

How do businesses adhere to the carryout bag fee regulations?

In accordance with the Act –

Stores: The obligation to charge and collect a carryout bag fee is only applicable to a *store*. The Act defines *store* to mean a grocery store, supermarket, convenience store, liquor store, dry cleaner, pharmacy, drug store, clothing store, or other type of retail establishment at which carryout bags are traditionally provided to customers, including a farmers’ market, roadside market and stand, festival, or other temporary vendor or event that includes temporary vendors.

The definition of *store* does **not** include a *small store*. The Act defines *small store* to mean a *store* that operates solely in Colorado, has three or fewer locations in the state, and is not part of a franchise, corporation, or partnership that has physical store locations outside of Colorado.

Starting on January 01, 2023: A store may provide its customers with one or more *recycled paper carryout bags* and *single-use plastic carryout bags* at the point of sale **only if** the customer pays a carryout bag fee of ten cents (\$0.10) per carryout bag.

Starting on January 01, 2024:

- *Recycled Paper Carryout Bags:*
 - o A store may continue to provide its customers with one or more recycled paper carryout bags at the point of sale **only if** the customer pays a carryout bag fee of ten cents (\$0.10) per recycled paper carryout bag.

- *Single-Use Plastic Carryout Bag:*
 - o **Until June 01, 2024** - a store may provide its customers with one or more single-use plastic carryout bags at the point of sale **only if: (1)** the single-use plastic carryout bag is part of the store's inventory that was purchased prior to January 01, 2024; **and (2)** the customer pays a carryout bag fee of ten cents (\$0.10) per single-use plastic carryout bag.

 - o **On June 02, 2024, and after** - a store **shall not** provide its customers with single-use plastic carryout bags.

Disposition of Carryout Bag Fees

For each carryout bag fee collected, the store **shall** remit sixty percent (60%) to the Town and retain forty percent (40%) (*i.e.*, for each 10-cent fee, six (6) cents goes to the Town and the store keeps four (4) cents).

Collection and Remittance of Collected Carryout Bag Fees

The store **shall** collect the carryout bag fees on a calendar quarterly basis **and shall** remit the collected carryout bag fees to the Town on or before the 20th day of the month following the end of each calendar quarter.

1st Calendar Quarter: Includes the months of January, February, and March. Remittance of 60% of the carryout bag fees collected during the 1st Calendar Quarter are due by April 20th of that year.

2nd Calendar Quarter: Includes the months of April, May, and June. Remittance of 60% of the carryout bag fees collected during the 2nd Calendar Quarter are due by July 20th of that year.

3rd Calendar Quarter: Includes the months of July, August, and September. Remittance of 60% of the carryout bag fees collected during the 3rd Calendar Quarter are due by October 20th of that year.

4th Calendar Quarter: Includes the months of October, November, and December. Remittance of 60% of the carryout bag fees collected during the 4th Calendar Quarter are due by January 20th of the following year.

Notwithstanding the foregoing, a store need not remit carryout bag fees collected in any calendar quarter if the total amount of the collected fees is less than twenty dollars (\$20.00). The store may retain those collected fees until the store has more than twenty dollars' worth of collected fees to remit and shall remit those fees as part of the next quarterly remittance.

When does the single-use bag fee go into effect and when is the remittance payment due?

The statewide carryout bag fee went into effect on January 01, 2023. However, per Section 25-17-505(3)(d)(III), C.R.S. (2023), if a municipality has not established a process to accept fees remitted pursuant to the Act, the store shall retain and use the portion of the fees collected in the previous quarter that would have been remitted to the municipality to be used by the store for the purposes of funding recycling, composting, or other waste diversion programs and related outreach and education activities, and for purchasing reusable bags.

Pursuant to Town Ordinance No. 1047 adopted on November 27, 2023, the initial carryout bag fee remittance is due on or before April 20, 2024, and quarterly thereafter. Specifically, the initial carryout bag fee remittance shall cover the period of January 1, 2024 to March 31, 2024, and is due on or before April 20, 2024. Following the initial remittance, stores are required to continue to remit carryout bag fees on a quarterly basis to the Town using the specified form below. The quarterly remittance is due on or before the 20th day of the month following the end of each calendar quarter.

How does a store submit the quarterly remittance to the Town?

A store's quarterly remittance shall be made via the Town's designated carryout bag fee remittance form, which is available here:

[\[Mead Carryout Bag Fee Remittance Form.pdf\]](#)

Please note: There is no need to apply for a new account or license to comply with the carryout bag fee requirement.

Which businesses are obligated to collect the carryout bag fee?

The obligation to charge, collect, and remit carryout bag fees to the Town is only applicable to a "store." The Act defines a "store" to mean a grocery store, supermarket, convenience store, liquor store, dry cleaner, pharmacy, drug store, clothing store, or other type of retail establishment at which carryout bags are traditionally provided to customers, including a farmers' market, roadside market and stand, festival, or other temporary vendor or event that includes temporary vendors.

The definition of “store” does not include a “small store” which is defined to mean a store that operates solely in Colorado, has three or fewer locations in the state, and is not part of a franchise, corporation, or partnership that has physical store locations outside of Colorado.

Are there any exemptions to the collection or payment of carryout bag fees?

The following are exemptions and exceptions from the requirement to collect and remit carryout bag fees:

- Small stores are exempt from the requirement to collect carryout bag fees. The Act defines a “small store” to mean a store that operates solely in Colorado, has three or fewer locations in the state, and is not part of a franchise, corporation, or partnership that has physical store locations outside of Colorado.
- Retail food establishments, as defined by the Act in § 25-17-503(9), C.R.S. (2023), are not required to collect carryout bag fees, but other prohibitions that are beyond the scope of this summary may be applicable under the Act, such as a prohibition on providing customers with single-use plastic carryout bags or with Styrofoam products.
- The Act does not prohibit or limit the use of any material used in the packaging of a product that is regulated as a drug, medical device, or dietary supplement by the FDA in the United States department of health and human services under the “Federal Food, Drug, and Cosmetic Act”, 21 U.S.C. sec. 321 et seq., as amended, or any equipment and materials used to manufacture such products.
- Not all bags are subject to the carryout bag fee. Please see § 25-17-503(1), C.R.S., as amended, for the definition of “carryout bag” to know what type of bags are considered carryout bags that are subject to the carryout bag fee.
- A customer that provides a store with evidence that the customer is a participant in a federal or state food assistance program (*e.g.*, SNAP benefits or a WIC voucher) is exempt from the carryout bag fee.

What bags qualify as carryout bags that are subject to the fee?

Please see § 25-17-503(1), C.R.S., as amended, for the definition of “carryout bag” to know what type of bags are considered carryout bags that are subject to the carryout bag fee.

A single-use plastic carryout bag does not include a reusable carryout bag. The Act defines what is and is not a single-use plastic carryout bag and a reusable carryout bag in § 25-17-503, C.R.S., as amended.

Are there additional compliance requirements included in the Act?

Yes. Retailers are encouraged to seek advice from their own legal counsel and to review the Act to understand how the Act may affect their business. The following are a few examples of additional compliance requirements found in the Act as of 2023, but they are not comprehensive and may change as the Act is amended.

- When providing carryout bags for a fee pursuant to the Act, a store must, for each customer provided a carryout bag for a fee, provide on the customer's transaction receipt a record of the number of carryout bags provided as part of the transaction and the total amount of fees charged for the carryout bags provided, itemized by type of carryout bag.
- Stores must not refund to the customer any portion of the carryout bag fee, either directly or indirectly, or advertise or otherwise convey to customers that any portion of the carryout bag fee will be refunded.
- Stores must conspicuously display a sign in a location inside or outside the store that alerts customers about the carryout bag fee.
- Starting on January 1, 2024, all stores and retail food establishments are banned from providing customers with single-use plastic carryout bags, except as allowed by the Act.
- Starting on January 1, 2024, retail food establishments are banned from distributing expanded polystyrene containers (commonly known as Styrofoam™) for to-go, carryout, and delivery sales.



Agenda Item Summary

MEETING DATE: November 27, 2023

SUBJECT: **Ordinance No. 1048** – An Ordinance of the Town of Mead, Colorado, Amending Section 7-6-45 of the *Mead Municipal Code* Regarding Backyard Chicken Hens

PRESENTED BY: Collin Mieras, Planner II

SUMMARY

Staff is proposing amendments to Article 6 of Chapter 7 – Health, Sanitation and Animals of the *Mead Municipal Code* (“MMC”). Specifically, the proposed amendments includes changes to the allowed number of backyard chicken hen permits in the Town, as well as the allowed number of chicken hens per parcel. The proposed amendments affect Section 7-6-45 of the MMC.

OVERVIEW

Sec. 7-6-45 – Backyard chicken hens.

Sec. 7-6-45 of the MMC outlines the Town’s requirements for the keeping of chicken hens in backyards.

The proposed amendments to Sec. 7-6-45 of the MMC:

- (1) remove the restriction of a maximum of thirty (30) permits allowed in the Town;
- (2) increases the number of chicken hens allowed on parcels less than one (1) acre in size to six (6) chickens;
- (3) increases the number of chicken hens allowed on parcels greater than one (1) acre in size to twelve (12) chickens; and
- (4) adds language clarifying that the Town’s Code Enforcement Official is responsible for inspections of chicken coops prior to issuance of a permit.

The proposed amendments are detailed in Section 1 of the Ordinance.

ANALYSIS

Staff has recently issued several permits for backyard chicken keeping and has noticed that the Town is near the 30-permit limit currently identified in the MMC. The actual number of active permits is difficult to track and maintain a record of, as people apply and receive a permit and then move out of Town or cease to keep chickens in their backyard without alerting the Town to revoke the permit. To avoid having to deny residents permits to allow for keeping chickens in their backyard, or to impose more regulations around the monitoring of active permits, staff believes that the 30-permit limit should be removed from the MMC.

The proposed code amendment also includes an increase in the allowed number of chicken hens on properties within the Town. The increase would allow for six (6) chicken hens on parcels that are less than one (1) acre in size and allow for twelve (12) chicken hens on parcels that are more than one (1) acre in size.

The increase in the number of allowed chicken hens on properties based on the size of the property brings the Town inline with other Front Range communities, including Weld County, which allow for more chickens on larger properties. Larger properties have more space to accommodate having more chickens on the property, and the perceived nuisance of having more chickens on the property is abated by the increased distance from surrounding neighbors.

FINANCIAL CONSIDERATIONS

N/A

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the November 27, 2023, consent agenda will approve the Ordinance. If this item is removed from the consent agenda, the suggested motion is:

Suggested motion:

“I move to adopt Ordinance No. 1048 - An Ordinance of the Town of Mead, Colorado, Amending Section 7-6-45 of the *Mead Municipal Code* Regarding Backyard Chicken Hens.”

ATTACHMENTS

Ordinance No. 1048

**TOWN OF MEAD, COLORADO
ORDINANCE NO. 1048**

**AN ORDINANCE OF THE TOWN OF MEAD, COLORADO, AMENDING
SECTION 7-6-45 OF THE MEAD MUNICIPAL CODE REGARDING BACKYARD
CHICKEN HENS**

WHEREAS, the Board of Trustees of the Town of Mead (“Board of Trustees”) has the authority pursuant to C.R.S. § 31-15-401 and its general police powers to pass and enforce regulations which may be necessary or expedient for the promotion of the health, safety, and welfare of the citizens of the Town of Mead (“Town”); and

WHEREAS, the keeping of backyard chicken hens is permitted in the Town, allowing for citizens to: (1) benefit from the food production, (2) offer an educational experience for children and other members of the community, (3) promote a sustainable lifestyle; and

WHEREAS, the Town desires to encourage and facilitate the keeping of chickens to better serve the public and further the public policy objectives set forth above; and

WHEREAS, the Town recognizes that the current Mead Municipal Code (“MMC”) has a limit on the total number of backyard chicken keeping permits that may be issued within the Town and has a limit on the total number of backyard chickens one property is allotted; and

WHEREAS, the proposed amendments to Article VI of Chapter 7 of the MMC set forth in this ordinance will remove the limit on the total number of backyard chicken keeping permits that can be issued in the Town and increase the total number of backyard chickens one property is allotted; and

WHEREAS, the Board of Trustees finds that the amendments to Article VI of Chapter 7 of the MMC set forth in this ordinance are in the best interests of the health, safety and welfare of the public.

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

Section 1. Section 7-6-45 of the MMC, titled “Backyard Chicken Hens,” is hereby amended as follows, with ~~strikethrough~~ text showing deletions and **bold, underlined** text showing additions:

Sec. 7-6-45. - Backyard chicken hens.

The Town may issue a special use permit for the keeping of backyard chicken hens. Such special use permit shall be issued administratively as provided by Section 7-6-40 above, without requiring a public hearing and subject to the following criteria:

(1) ~~No more than four (4) chicken hens are permitted per parcel.~~ **For parcels less than one (1) acre in size, no more than six (6) chicken hens are permitted per parcel. For parcels greater than one (1) acre in size, no more than twelve (12) chicken hens are permitted per parcel.**

(2) Roosters are prohibited. No person may own or keep a rooster in any district not zoned agricultural. Upon determining that a chick is actually a rooster, the permit holder shall have seven (7) days to remove the rooster from the property.

(3) Backyard chicken hens are restricted to the rear yard or backyard of any lot in a residential zoning district or the rear yard or backyard of a residential use in all other zoning districts.

(4) All chicken hens shall be kept in a coop that shall meet the following requirements:

a. Be predator-proof with a solid top.

b. Provide water at all times.

c. Are limited to a maximum of one hundred twenty (120) square feet (including coop and chicken run) with at least four (4) square feet of space per chicken for the chicken coop and run.

d. Be no taller than seven (7) feet at the highest point of the roof.

e. Not be located between the rear of the dwelling and the front yard lot line.

f. Meet the setback requirement for the zoning district in which the property is located, **and not encroach into or over an easement.**

g. All coops shall be regularly cleaned, not less than monthly to control dust, odor and waste, and shall not constitute a nuisance, safety hazard or health problem to surrounding properties. All waste shall be removed from the premises.

h. No slaughtering allowed.

i. Chicken feed must be stored in a re-sealable, airtight, metal, rat proof container to discourage attracting mice, rats and other vermin.

j. The minimum lot size required for a permit to be issued shall be seven thousand (7,000) square feet.

(5) The cost of the special use permit shall be an amount set by resolution of the Board of Trustees, which is non-refundable.

~~(6) No more than thirty (30) permits shall be issued by the Town.~~

(6) Inspections of the coop shall be conducted by the Town Code Enforcement Official prior to issuance of a permit.

(7) A permit may be revoked administratively for a violation of this Section.

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

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

Section 4. Codification Amendments. The codifier of the MMC is hereby authorized to make such numerical, technical and formatting changes as may be necessary to incorporate the provisions of this ordinance within the MMC.

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

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 27TH DAY OF NOVEMBER, 2023.

ATTEST:

TOWN OF MEAD:

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

By: _____
Colleen G. Whitlow, Mayor



Agenda Item Summary

MEETING DATE: November 27, 2023

SUBJECT: **Resolution No. 71-R-2023** – A Resolution of the Town of Mead, Colorado, Authorizing an Application for an Energy and Mineral Impact Assistance Program, Tier I Grant, to Support the Land Use Code Major Update (2024)

PRESENTED BY: Jason Bradford, AICP, Community Development Director

SUMMARY

The Town desires to apply for a Tier I grant for \$100,000 through the Department of Local Affairs (DOLA) Energy and Mineral Impact Assistance Program for drafting of a major update to the Land Use Code. The application cycle will close at midnight on December 1, 2023. Awards will be made in March 2024.

This grant application requires Board action to authorize application for the grant funds. The application will request \$100,000 to be funded by the grant as a match to the \$100,000 that was authorized by the Board for this purpose.

Assuming the grant is awarded, the Code update will take approximately one (1) year to complete, once a consultant firm has been chosen.

FINANCIAL CONSIDERATIONS

There are no financial considerations related to the grant application. The approved 2024 budget provided \$100,000 for the drafting of the Code update. This allocated funding would act as a matching fund to the \$100,000 grant request.

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the November 27, 2023, consent agenda will approve the Resolution. If the Board decides to remove this item from the consent agenda for questions or additional discussion, staff recommends the following motion:

Suggested Motion:

“I move to adopt Resolution No. 71-R-2023, A Resolution of the Town of Mead, Colorado Authorizing an Application for an Energy and Mineral Impact Assistance Program, Tier I Grant, to Support the Land Use Code Major Update.”

ATTACHMENTS

Resolution No.71-R-2023

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 71-R-2023**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO,
AUTHORIZING AN APPLICATION FOR AN ENERGY AND MINERAL
IMPACT ASSISTANCE PROGRAM, TIER I GRANT, TO SUPPORT THE LAND
USE CODE MAJOR UPDATE (2024)**

WHEREAS, the Town of Mead desires to apply for a Tier I grant through the Department of Local Affairs (DOLA) Energy and Mineral Impact Assistance Program (the “Program”) to assist with a major update to the Land Use Code (the “Code”); and

WHEREAS, the Town’s grant application will seek a \$100,00 Tier I grant from the Program to be matched by the Town’s \$100,000 budget for the Code update; and

WHEREAS, the Program has the ability to provide matching fund grants to local governments to assist in the drafting of Land Use Codes; and

WHEREAS, it is the desire of the Board of Trustees to specifically authorize Town staff to apply to DOLA for a Tier I grant to assist with the development of a major Code update; and

WHEREAS, the Land Use Code update is an important project for the Town, and the Board of Trustees is committed to providing matching funds for the project.

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

Section 1. The Board of Trustees of the Town of Mead hereby authorizes Town staff to finalize and submit a grant application to DOLA for a Tier I grant, through the Energy and Mineral Impact Assistance Program, to assist with the drafting of a major update to the Land Use Code. The Board of Trustees further directs Town staff to provide such additional information as may be required or requested by DOLA with respect to the grant application.

Section 2. The Mayor, Town Manager, and Town Clerk are hereby authorized and directed to take those steps necessary to finalize, execute and submit the application for the DOLA Tier I grant on or before the applicable deadline.

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 27TH DAY OF NOVEMBER, 2023.

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen G. Whitlow, Mayor



Agenda Item Summary

MEETING DATE: November 27, 2023

SUBJECT: **Resolution No. 72-R-2023** – A Resolution of the Town of Mead, Colorado, Delegating Authority to the Town Manager to Execute or Accept License Agreements from Property Owners in the Vicinity of I-25 and CR 38 to Facilitate Survey and Other Investigatory Work by the Town

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

SUMMARY

The Town of Mead is in the process of evaluating the need for a future interchange at the intersection of I-25 and CR 38 (the “1601 Project” or “Project”).

Resolution No. 72-R-2023 (“Resolution”) delegates authority to the Town Manager (or her designee) to: (1) coordinate with Western States Land Services, LLC (“Western States”) regarding the acquisition of a “License to Enter Private Property” [or similar right to enter private property] (the “License Agreements”) from property owners in the vicinity of the Project; and (2) accept or execute (as necessary) the License Agreements on behalf of the Town.

The License Agreements are required in order to authorize the Town (or the Town’s consultants) from entering private property to conduct certain surveying and investigatory work related to the 1601 Project, including but not limited to:

- Access for survey crews to survey existing property features including, but not limited to, buildings, vegetation, property corners, structures and fence lines;
- Access for consultants/contractors to observe environmental and geotechnical features;
- Access for independent appraisers to photograph and assess property values;
- Access for Town personnel or consultants/contractors performing work on behalf of the Town as it relates to the Project; and,
- Access for various utility companies or their representatives to perform utility location services on behalf of the Town

(collectively, the “Project Work”); and

A list of the property owners in the vicinity of the Project is attached to this Resolution as **Exhibit A** and is incorporated therein by reference.

The delegation of authority to the Town Manager (or her designee, as applicable), as authorized by the Resolution, is consistent with *Mead Municipal Code* Section 2-3-120(e)(16) which authorizes the Town Manager to “perform such other duties as may be required of, or assigned by the Board of Trustees, consistent with federal and state laws and Town ordinances.”

If the Resolution is approved, Town Staff, in coordination with Western States, will continue to finalize the acquisition of the License Agreements as necessary to support the Project Work.

FINANCIAL CONSIDERATIONS

N/A.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends approval of the Resolution. A motion to approve the November 27, 2023 consent agenda will approve the Resolution. If the Board decides to remove this item from the consent agenda for questions or additional discussion, staff recommends the following motion:

Suggested Motion:

“I move to approve Resolution No. 72-R-2023, A Resolution of the Town of Mead, Colorado Delegating Authority to the Town Manager to Execute or Accept License Agreements from Property Owners in the Vicinity of I-25 and CR 38 to Facilitate Survey and Other Investigatory Work by the Town.”

ATTACHMENTS

Resolution No. 72-R-2023
Exhibit A to Resolution

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 72-R-2023**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO,
DELEGATING AUTHORITY TO THE TOWN MANAGER TO EXECUTE OR ACCEPT
LICENSE AGREEMENTS FROM PROPERTY OWNERS IN THE VICINITY OF I-25
AND CR 38 TO FACILITATE SURVEY AND OTHER INVESTIGATORY WORK BY
THE TOWN**

WHEREAS, the Town of Mead is in the process of evaluating the need for a future interchange at the intersection of I-25 and CR 38 (the “1601 Project” or “Project”); and

WHEREAS, the Town intends to acquire a “License to Enter Private Property” or similar right to enter property from certain property owners in the vicinity of the Project (together, the “License Agreements”) in order to support certain surveying and investigatory work related to the Project, including but not limited to:

- Access for survey crews to survey existing property features including, but not limited to, buildings, vegetation, property corners, structures and fence lines;
- Access for consultants/contractors to observe environmental and geotechnical features;
- Access for independent appraisers to photograph and assess property values;
- Access for Town personnel or consultants/contractors performing work on behalf of the Town as it relates to the Project; and,
- Access for various utility companies or their representatives to perform utility location services on behalf of the Town

(collectively, the “Project Work”); and

WHEREAS, a list of property owners in the vicinity of the 1601 Project is attached to this Resolution as **Exhibit A** and is incorporated herein by reference (collectively, the “Property Owners”); and

WHEREAS, Western States Land Services, LLC (“Western States”) has been retained to act as the Town’s representative to assist with the acquisition of the License Agreements; and

WHEREAS, the Board of Trustees desires to delegate authority to the Town Manager (or her designee, as applicable) to coordinate with Western States regarding the acquisition of the License Agreements from the Property Owners; and

WHEREAS, the Board of Trustees further desires to delegate authority to the Town Manager (or designee, as applicable) to accept or execute (as necessary) the License Agreements on behalf of the Town; and

WHEREAS, the delegation of authority to the Town Manager (or her designee, as applicable) is consistent with *Mead Municipal Code* Section 2-3-120(e)(16) which authorizes the Town Manager to “perform such other duties as may be required of, or assigned by the Board of Trustees, consistent with federal and state laws and Town ordinances”,

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 acquisition of License Agreements from the Property Owners identified in **Exhibit A** is required to permit the Project Work.

Section 3. The Town Manager, or her designee, and Western States shall be authorized to continue to conduct good faith negotiations with the Property Owners to secure the License Agreements.

Section 4. The Town Manager (or the Town Manager’s designee, which designation shall be in writing) shall be authorized to review, accept or execute (as necessary) any of the License Agreements from the Property Owners identified in **Exhibit A**.

Section 5. Effective Date. This resolution shall be effective immediately upon adoption.

Section 6. 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 7. 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 27TH DAY OF NOVEMBER, 2023.

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen G. Whitlow, Mayor

Exhibit A
List of Property Owners
[in vicinity of 1601 Project]

Attached – one (1) sheet



Agenda Item Summary

MEETING DATE: November 27, 2023

SUBJECT: **Resolution No. 73-R-2023** – A Resolution of the Town of Mead, Colorado, Approving an Intergovernmental Agreement to Establish the Southwest Weld County Subregion Forum for Collaborative Transportation Planning

PRESENTED BY: Marcus McAskin, Town Attorney

THROUGH: Lindsay Sloan, Assistant Town Attorney

SUMMARY

Resolution No. 73-R-2023 (“Resolution”): (1) approves an intergovernmental agreement (“IGA”) between the Town and other local governments in Weld County to establish the Southwest Weld County Subregion Forum (“Forum”) for the purposes of coordinating transportation planning and funding efforts with the Colorado Department of Transportation (“CDOT”) and the Denver Regional Council of Governments (“DRCOG”); (2) authorizes the Mayor to execute the IGA on behalf of the Town when in final form; and (3) designates Mayor Whitlow as the Town’s Appointee to the Forum and the Town Manager (Helen Migchelbrink) as the Town’s Alternate designee.

A copy of the IGA is attached to the Resolution as ATTACHMENT A.

The IGA is between the Town and the City of Brighton, the City of Dacono, the Town of Erie, the Town of Frederick, the Town of Firestone, the Town of Lochbuie, the City of Longmont, the City of Thornton, and Weld County (each an “Agency” and together the “Agencies”). The IGA establishes the Forum for the purposes of submitting project funding requests to CDOT and DRCOG for consideration in their respective Capital Improvement Plans.

In 2018 DRCOG modified the Transportation Improvement Program (“TIP”) submittal process from a centralized Regional Model to a new Dual Model that comprises both a Regional Funding process and a Subregional Funding process. Accordingly, the Agencies wish to collaborate and submit projects as a subregion (specifically, the “Southwest Weld County Subregion”) to compete directly with other subregions for CDOT and DRCOG Regional Funding, as well as develop a list of recommended projects to use the Subregional Funding.

Each Agency will appoint a Forum representative to serve as a regular member of the Forum (“Appointee”) and may also designate one alternate to participate when the Appointee is absent or otherwise unavailable (“Alternate”). The Resolution designates Mayor Whitlow as the Town’s Appointee to the Forum and Town Manager Helen Migchelbrink as the Town’s Alternate designee.

The role of the Appointees will be to collaborate with appointees (of the other Agencies) in identifying priority corridors and developing a prioritized subregional list for interstate/state highway system, rail, transit, bicycle, pedestrian, and Transportation Demand Management (TDM) projects. The priority corridors and list will be presented to CDOT and DRCOG for funding consideration during the during

cyclical updates to CDOT’s 10-year Plan, State Transportation Improvement Plan (STIP), RTD’s Strategic Plan, and DRCOG’s Transportation Improvement Plan (TIP).

FINANCIAL CONSIDERATIONS

Under the IGA, the Agencies agree to submit all DRCOG funding applications through the Forum for the Southwest Weld County Subregion transportation projects or programs that seek regional or subregional funding. Submissions may include any transportation related project or program eligible per the DRCOG Board’s TIP Policy.

The Agencies also agree to collaborate and advocate for other grant funding opportunities to support transportation projects that will benefit the Forum.

STAFF RECOMMENDATION/ACTION REQUIRED

Staff recommends approval of the Resolution. A motion to approve the November 27, 2023 consent agenda will approve the Resolution. If the Board decides to remove this item from the consent agenda for questions or discussion, staff recommends the following motion:

Suggested Motion:

“I move to approve Resolution No. 73-R-2023, A Resolution of the Town of Mead, Colorado, Approving an Intergovernmental Agreement to Establish the Southwest Weld County Subregion Forum for Collaborative Transportation Planning.”

ATTACHMENTS

Resolution 73-R-2023

Attachment A to Resolution (Southwest Weld County Subregion Forum Collaborative Transportation Planning Intergovernmental Agreement)

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 73-R-2023**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO,
APPROVING AN INTERGOVERNMENTAL AGREEMENT TO ESTABLISH
THE SOUTHWEST WELD COUNTY SUBREGION FORUM FOR
COLLABORATIVE TRANSPORTATION PLANNING**

WHEREAS, local governments are authorized by the provisions of Colo. Const. art. XIV, § 18(2)(a) and §§ 29-1-201, et. seq., C.R.S., to enter into contracts with each other for the performance of functions that they are authorized by law to perform on their own; and

WHEREAS, the Town of Mead, Colorado (“Town”), the City of Brighton, the City of Dacono, the Town of Erie, the Town of Frederick, the Town of Firestone, the Town of Lochbuie, the City of Longmont, the City of Thornton, and Weld County (each entity an “Agency” and together, the “Agencies”) wish to set forth their understanding of how regional transportation planning efforts will be coordinated; and

WHEREAS, the Agencies desire to enter into an intergovernmental agreement (“IGA”) to establish the Southwest Weld County Subregion Forum (“Forum”) for the purposes of submitting project funding requests to the Colorado Department of Transportation (“CDOT”) and the Denver Regional Council of Governments (“DRCOG”) for consideration in their respective Capital Improvement Plans; and

WHEREAS, a copy of the IGA is attached to this Resolution as ATTACHMENT A and is incorporated herein by reference; and

WHEREAS, the IGA authorizes each Agency to appoint a Forum representative to serve as a regular member of the Forum (“Appointee”) and designate one alternate to participate in the Forum in the absence of the Appointee (“Alternate”); and

WHEREAS, the Board of Trustees wishes to appoint Mayor Colleen G. Whitlow as the Town’s Appointee and Town Manager Helen Migchelbrink, as the Town’s Alternate; and

WHEREAS, the Board of Trustees finds that it is in the best interests of the public health, safety, and welfare to enter into the IGA subject to the terms and conditions set forth therein.

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 IGA in substantially the form attached hereto as ATTACHMENT A; (b) authorizes the Mayor to execute the IGA on behalf of the Town when in final form; and (c) designates Mayor Colleen G. Whitlow as the Town’s Appointee and Town Manager Helen Migchelbrink as the Town’s Alternate to the Forum.

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

Section 4. Certification. The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 27TH DAY OF NOVEMBER, 2023.

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen G. Whitlow, Mayor

SOUTHWEST WELD COUNTY SUBREGION FORUM COLLABORATIVE TRANSPORTATION
PLANNING INTERGOVERNMENTAL AGREEMENT AMONG THE CITY OF BRIGHTON, THE
CITY OF DAcono, THE TOWN OF ERIE, THE TOWN OF FREDERICK, THE TOWN OF
FIRESTONE, THE TOWN OF LOCHBUIE, THE CITY OF LONGMONT, THE TOWN OF MEAD,
THE CITY OF THORNTON, AND WELD COUNTY

THIS SOUTHWEST WELD COUNTY SUBREGION FORUM COLLABORATIVE TRANSPORTATION PLANNING AGREEMENT (“Agreement”) is entered into effective as of the ___ day of _____, 202___, by and among the City of Brighton, the City of Dacono, the Town of Erie, the Town of Frederick, the Town of Firestone, the Town of Lochbuie, the City of Longmont, the Town of Mead, the City of Thornton, and Weld County, all of said parties being referred to collectively herein as the “Agencies.”

WITNESSETH

WHEREAS, the Agencies are authorized by the provisions of Colo. Const. art. XIV, § 18(2)(a) and §§ 29-1-201, *et. seq.*, C.R.S., to enter into contracts with each other for the performance of functions that they are authorized by law to perform on their own; and

WHEREAS, the Agencies wish to set forth their understanding of how the transportation planning efforts in Southwest Weld County will be coordinated for purposes of submitting project funding requests to the Colorado Department of Transportation (“CDOT”) and the Denver Regional Council of Governments (“DRCOG”) for consideration in their respective Capital Improvement Plans; and

WHEREAS, in 2018 DRCOG modified the Transportation Improvement Program (“TIP”) submittal process from a centralized Regional Model where all TIP funding applications were submitted directly to DRCOG, to a new Dual Model that comprises both a Regional Funding process and a Subregional Funding process; and

WHEREAS, the Subregional Funding process component of the Dual Model is comprised of subregions that are defined as the geographical boundaries of counties and include the incorporated Towns, Cities and unincorporated county areas located within a county and Weld County’s subregion shall be referenced as the “Southwest Weld County Subregion”; and

WHEREAS, the participating agencies within each subregion will collaborate and submit projects as a subregion to compete directly with other subregions for CDOT and DRCOG Regional Funding, as well as develop a list of recommended projects to use the Subregional Funding; and

WHEREAS, the Agencies agree to coordinate, collaborate, and advocate for other grant funding opportunities to support multimodal transportation projects that will benefit the Forum, as such term is defined below; and

WHEREAS, the Agencies wish to enter into this Agreement to coordinate current and future transportation planning within Southwest Weld County.

NOW, THEREFORE, THE AGENCIES AGREE TO COOPERATE AS FOLLOWS:

- 1. The Southwest Weld County Subregion Forum Project Priority Programming Process (“4P County Hearing Process”) for Multimodal Projects.** The Appointees of the Agencies, as defined below, will use good faith efforts to collaborate in identifying priority corridors and in the development of a prioritized countywide list for interstate/state highway system, rail, transit, bicycle, pedestrian, and Transportation Demand Management (TDM) projects. These priority

corridors and list will be presented by the Forum (as such term is defined below) to CDOT and DRCOG for funding consideration during the 4P County Hearing Process and during cyclical updates to CDOT’s 10-year Plan, State Transportation Improvement Plan (STIP), RTD’s Strategic Plan, and DRCOG’s Transportation Improvement Plan (TIP), as applicable.

2. Establishment of the Southwest Weld County Subregion Forum to specifically participate in the DRCOG Dual Model Process.

- A. Establishment of the Forum. There is hereby established by the Agencies the Southwest Weld County Subregional Forum (“Forum”), which is authorized to operate in accordance with this Agreement and take the actions authorized in subsection (E) of this Section 2.
- B. Representation on the Forum. The Agencies shall each appoint a Forum representative, that representative being a public official or other delegate, to serve as a regular member of the Forum (“Appointee”). The Agencies each may designate one (1) alternate to participate in the Forum in the absence of the Appointee (“Alternate”).
- C. Establishing a Chair and Vice-Chair. The Appointees and/or Alternates (as determined by individual Agencies) identified to participate in the Forum will meet and vote to elect a Chair and Vice-Chair for the Forum. The Chair, or their designee, will be responsible for: establishing Forum agendas; chairing meetings; coordinating with staff support, as provided in Section 3, to establish meeting locations and prepare agenda packets; and coordinating the presentation of the Forum’s recommended portfolio of projects to the DRCOG Board of Directors.
- D. Voting Procedures. A quorum of the Forum must be present to take a vote. The quorum shall be comprised of the simple majority of the Appointees (or Alternates in the absence of an Appointee) (which number shall be six (6) assuming all Agencies execute this Agreement). All Forum actions shall be made by motion duly seconded and approved by a majority of the quorum present. Each Agency shall have one vote. Jurisdiction(s) that do not sign this Agreement shall be considered a “Non-Voting Member(s)” without any authority to vote on Forum matters as set forth in subsection (F) of this Section 2.
- E. Forum Actions. The Forum’s actions may include, but are not limited to: establishment of the Forum rules; approving project submittals for Regional Funding; developing a recommended portfolio of projects for Subregional funding; adhering to established rules and procedures set forth by the DRCOG Board; developing and approving any additional rules, procedures, policies, or other activities related to the TIP project selection and evaluation process.
- F. Non-Voting Members. In addition to the Agencies, all DRCOG members and governmental entities with corporate limits wholly or partially within the Southwest Weld County Subregional boundary shall be invited to participate in discussion and provide perspective to the Forum, as well as submit projects for Subregional funding, as Non-Voting Members. This includes all non-signatory jurisdictions to this Agreement, CDOT, transportation management organizations, as well as other entities and agencies that are eligible for the direct receipt of federal TIP funding.
- G. Project Requests for DRCOG Funding. The Agencies agree to submit all DRCOG funding applications for the Southwest Weld County Subregion transportation projects or programs seeking Regional or Subregional funding through the Forum. Submissions may include any transportation related project or program eligible per the DRCOG Board’s TIP Policy. The Forum will cooperate and work diligently and in good faith to create a recommended list of projects for submission to DRCOG for each TIP cycle. The Forum shall ensure that all regional

and subregional projects submitted to DRCOG comply with all grant requirements, such as, but not limited to, DRCOG adopted TIP policy and criteria; any supplemental Forum policies and /or criteria; presence in the adopted *Metro Vision Fiscally-Constrained Regional Transportation Plan*; local match requirements; and, that any project or program that is under the respective jurisdiction of either CDOT and/or RTD are supported by said Agencies.

- H. Criteria and DRCOG Assistance. DRCOG will establish overall criteria regarding project and program eligibility and evaluation of submitted projects. The Forum may choose to establish additional policy and criteria consistent with applicable Federal law and regulations. The Forum or Forum Subcommittee, which is described in Section 3, may request assistance or information, including but not limited to, air quality information and vehicle traffic projections from DRCOG staff. Once the criteria have been approved by DRCOG staff, the Forum will be responsible for reviewing DRCOG staff rankings in order to discuss project applications and recommend project rankings so the Forum recommendations can be forwarded to the DRCOG Board.
- I. Open Meetings; Notice and Agenda Packets for Meetings. All meetings of the Forum and any Forum Subcommittee meetings, specifically pertaining to the DRCOG Dual TIP Model process, shall be open to the public with reasonable time allotted for public comment. Notice of meetings and associated materials shall be posted at least two days prior to the Forum meeting in accordance with DRCOG requirements.

- 3. Establishment of Forum Subcommittee(s). The Forum agrees to create Forum Subcommittee(s), as needed, when additional technical staff support is required to facilitate the Forum in their decision-making process. Each Forum Subcommittee will consist of one (1) staff representative from each Agency, as designated by each Agency. Forum Subcommittee(s) shall be responsible for gathering data to assist with project information and recommendations, all which will be subject to review and final approval by the Forum.
- 4. Staff Support. Weld County staff shall be responsible for coordinating with Agencies and facilitating the Southwest Weld County Subregion Forum meetings by taking meeting minutes, developing agenda packets, and ensuring posting requirements are adhered to in conjunction with DRCOG policies.
- 5. Planning Timeline. The Agencies project review and prioritization shall be coordinated with the DRCOG TIP planning process timeline and the CDOT/Transportation Commission planning timeline for the 4P County Hearing process and STIP programming.
- 6. Benefits Inure to Agencies Only. It is expressly understood and agreed that the enforcement of terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included as a party to this Agreement. It is the express intention of this Agreement that any entity, other than the Agencies

that are parties to this Agreement, that receives services or benefits as a result of this Agreement shall be an incidental beneficiary only, including but not limited to Non-Voting Members as defined above.

7. **Government Immunity.** No portion of this Agreement shall be deemed to constitute a waiver of any immunities the Agencies or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care which did not previously exist with respect to any person.
8. **Termination of Agreement.** This Agreement shall remain in effect until terminated by majority vote of the Agencies. Any Agency may withdraw from this Agreement by providing written notice to the Forum Chair of its intent to withdraw at least ninety (90) days prior to its intended date of withdrawal. The notice of intent to withdraw shall be by formal action of the governing body requesting withdrawal, such as a duly approved resolution. Any Agency that withdraws from the Agreement will be considered as a “Non-Voting Member” upon such withdrawal.
9. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

By signing this Agreement, the Agencies acknowledge and represent to one another that all procedures necessary to validly contract and execute this said Amendment have been performed, and that the persons signing for each Agency have been duly authorized by such Agency to do so.

**WELD COUNTY
BOARD OF COUNTY COMMISSIONERS**

Mike Freeman, Chair

Date

ATTEST:

APPROVED AS TO FORM:

County Clerk

County Attorney's Office

CITY OF BRIGHTON

(), Mayor

Date

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney's Office

CITY OF DACONO

(), Mayor

Date

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney's Office

TOWN OF ERIE

(), Mayor

ATTEST:

Town Clerk

Date

APPROVED AS TO FORM:

Town Attorney's Office

TOWN OF FREDERICK

(), Mayor

ATTEST:

Town Clerk

Date

APPROVED AS TO FORM:

Town Attorney's Office

TOWN OF FIRESTONE

(), Mayor

ATTEST:

City Clerk

Date

APPROVED AS TO FORM:

City Attorney's Office

TOWN OF LOCHBUIE

(), Mayor

Date

ATTEST:

APPROVED AS TO FORM:

Town Clerk

Town Attorney's Office

CITY OF LONGMONT

(), Mayor

Date

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney's Office

TOWN OF MEAD

Colleen G. Whitlow, Mayor

Date

ATTEST:

APPROVED AS TO FORM:

Town Clerk

Town Attorney's Office

CITY OF THORNTON

(), Mayor

Date

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney's Office



Agenda Item Summary

MEETING DATE: November 27, 2023

SUBJECT: **Resolution No. 74-R-2023** – A Resolution of the Town of Mead, Colorado, Approving Public Road Crossing License Agreements with Great Western Railway of Colorado, L.L.C. for the 3rd Street and Welker Avenue Project

PRESENTED BY: Erika Rasmussen, P.E., Public Works Director

SUMMARY

Resolution No. 74-R-2023 (“Resolution”) approves **two (2)** Public Road Crossing License Agreements with Great Western Railway of Colorado, L.L.C., a Colorado limited liability company (“Great Western”) that are required as part of the completion of the Town’s 3rd Street and Welker Avenue Intersection Improvements Project (the “Project”).

Specifically, the Resolution approves the following two (2) Crossing Agreements:

- (1) The Crossing Agreement attached to the Resolution as **Exhibit 1** (Agreement No. 410015), for crossing at +/- mile post no. 8.54), and
- (2) The Crossing Agreement attached to the Resolution as **Exhibit 2** (Agreement No. 410016), for crossing at +/- mile post no. 8.36)

The Crossing Agreements with Great Western are required in order to secure a license to permit Project-related improvements to be installed over and across railroad tracks owned and operated by Great Western.

FINANCIAL CONSIDERATIONS

The one-time licensee fee set forth in each Crossing Agreement is forty-five thousand dollars (\$45,000.00), for a total of ninety thousand dollars (\$90,000.00) for both Crossing Agreements (the “License Fees”).

The Resolution: approves the two Crossing Agreements and authorizes the Town to pay the License Fees to Great Western following the date on which both Crossing Agreements have been fully executed by the Parties.

STAFF RECOMMENDATION/ACTION REQUIRED

A motion to approve the November 27, 2023 consent agenda will approve this Resolution. If the item is pulled off of the consent agenda for additional discussion, Town Staff recommends the following motion:

Suggested Motion:

“I move to adopt Resolution No. 74-R-2023, A Resolution of the Town of Mead, Colorado, Approving Public Road Crossing License Agreements with Great Western Railway of Colorado, L.L.C. for the 3rd Street and Welker Avenue Project.”

ATTACHMENTS

Resolution No. 74-R-2023

Exhibit 1 to Resolution (Agreement No. 410015, for crossing at +/- mile post no. 8.54)

Exhibit 2 to Resolution (Agreement No. 410016, for crossing at +/- mile post no. 8.36)

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 74-R-2023**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING
PUBLIC ROAD CROSSING LICENSE AGREEMENTS WITH GREAT
WESTERN RAILWAY OF COLORADO, L.L.C. FOR THE 3RD STREET AND
WELKER AVENUE PROJECT**

WHEREAS, the Town is in the process of completing the 3rd Street and Welker Avenue Intersection Improvements Project (the “Project”); and

WHEREAS, portions of the Project will be required to cross existing railroad tracks owned and operated by Great Western Railway of Colorado, L.L.C., a Colorado limited liability company (“Great Western”); and

WHEREAS, the Board of Trustees desires to approve certain Public Road Crossing License Agreements with Great Western, in substantially the form attached to this Resolution as **Exhibit 1** (Agreement No. 410015, for crossing at +/- mile post no. 8.54) and **Exhibit 2** (Agreement No. 410016, for crossing at +/- mile post no. 8.36) (each a “Crossing Agreement” and together, the “Crossing Agreements”) in order to secure a license to permit Project-related improvements to be installed over and across the railroad tracks; and

WHEREAS, the one-time licensee fee set forth in each Crossing Agreement is forty-five thousand dollars (\$45,000.00), for a total of ninety thousand dollars (\$90,000.00) for both Crossing Agreements (the “License Fees”); and

WHEREAS, the Board of Trustees desires to approve the Crossing Agreements and authorize payment of the License Fees to Great Western.

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

Section 1. The aforementioned recitals are hereby fully incorporated herein and adopted as findings and determinations by the Board of Trustees.

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

Section 3. Payment of License Fees Authorized. The Town shall be authorized to remit the License Fees to Great Western on or after the date on which the Crossing Agreements have been finalized and executed in accordance with Section 2 of this Resolution.

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

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

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

INTRODUCED, READ, PASSED, AND ADOPTED THIS 27TH DAY OF NOVEMBER, 2023.

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen G. Whitlow, Mayor

PUBLIC ROAD CROSSING LICENSE

THIS PUBLIC ROAD CROSSING LICENSE ("License") is made by and between **Great Western Railway of Colorado, L.L.C.** ("Licensor") and **Town of Mead, Colorado** ("Licensee"). Licensor and Licensee may sometimes be referred to as a "Party" or collectively as the "Parties."

RECITALS:

Licensee desires to reconstruct, widen, maintain and use a public road crossing (the "Road Crossing") for the purposes of vehicle and pedestrian traffic, more particularly described in Licensee's application marked as Exhibit A (the "Application"), consisting of gravel, asphalt, or concrete roadway approaches, asphalt crossing surface and all appurtenances thereto, including but not limited to any gates, cattle guards, stop signs, identification signs, drainage facilities, on, over and across the Licensor's right of way and track at Mile Post No. 8.54, at or near Mead, Weld County, Colorado, as shown on Exhibit B.

Licensor is willing to grant Licensee a license to use the Road Crossing subject to the terms and conditions set forth below.

NOW THEREFORE, the Parties, intending to be legally bound, agree as follows:

ARTICLE I. LICENSOR GRANTS RIGHT

A. Licensor grants Licensee a license to construct, use and maintain the Road Crossing at the location shown on Exhibit B subject to the terms and conditions set forth herein. In consideration of the license and permission granted herein, Licensee agrees to observe and abide by the terms and conditions of this License and to pay to the Licensor, in advance, a one-time licensee fee of forty-five thousand and 00/100 U.S. dollars (\$45,000.00). Licensor will not execute this License until it receives a signed original from Licensee, and in no event is entry under this License permitted until Licensor has executed it. The Licensee will pay the applicable Sales Tax to the Licensor on any payment of the license fee or administrative fee payable under this License, which payment will be made to the Licensor at the same time as the license fee or administrative fee is payable to the Licensor under this License. The failure by the Licensee to pay to the Licensor the amount of any Sales Tax or administrative fee owing and due hereunder will constitute a default by the Licensee under this License and will entitle the Licensor to exercise any and all rights and remedies available to the Licensor for the recovery of the license fee or administrative fee in arrears.

ARTICLE II. CONSTRUCTION OF ROAD CROSSING

A. Licensor, at Licensee's sole cost and expense, will furnish the materials for and install the portion of the Road Crossing between the rails of the tracks and for one (1) foot on the outside of each rail (and will furnish and install any necessary stop signs and identification signs on each side of the crossing) and raise, or cause to be raised, any interfering wire line, as more particularly described on Exhibits B and C. In performing this work, Licensor, acting as the agent of Licensee, may perform such work as is necessary in the judgment of Licensor, and Licensee shall, on demand, promptly reimburse Licensor for the Licensor's cost thereof, plus fifteen (15%) percent thereon as a charge for the supervision, accounting, and use of tools. The Parties itemize these costs at Exhibit C. Licensor's share of the project costs will be zero percent. Licensee is responsible for the construction, maintenance, repair or renewal of the

remaining portion of the Road Crossing and installing any and all appurtenant gates, fences, cattle guards, drainage facilities, traffic signs, and traffic devices shown on Exhibit B. Plans for the construction shall be approved in advance by Licensor, and the construction work shall be done to the satisfaction of the Licensor. Licensee, at Licensee's sole cost and expense, will furnish the materials for and install the portion of the Road Crossing from one (1) foot on the outside of each rail to the expansion of the roadway and the pedestrian sidewalk. Prior to entry on Licensor's property to do its work on construction, Licensee shall contact Licensor's agent to arrange for necessary flaggers and safety supervisors, at Licensee's sole cost and expense. The Licensee is responsible for obtaining all applicable regulatory approvals for modification to the crossing prior to Licensor beginning construction.

ARTICLE III. USE

Licensee shall have no right to use or cross any other portion of Licensor's property, unless by separate agreement, or to use the Road Crossing for any purposes other than as may be expressly permitted herein, and Licensee, as a further consideration, cause and condition without which this License would not have been granted, agrees to restrict and not use the Road Crossing for those purposes.

Except during construction of the Road Crossing as provided in Article II when temporary cessation of operations is necessary, Licensee shall not do or permit to be done any act which will in any manner interfere with, limit, restrict, obstruct, damage, interrupt, or endanger rail operations or facilities of the Licensor.

Licensee shall require and shall take all steps necessary to ensure that all persons using the Road Crossing come to a complete stop before the tracks, look carefully for approaching trains before fouling or crossing tracks, and yield to any approaching train.

The Road Crossing shall not be used by vehicles of a size, configuration or weight that would damage the tracks, equipment, installations or facilities of Licensor or any equipment, installations or facilities located on Licensor's property but belonging to third persons unless approved in advance in writing by Licensor and then only after suitable precautions have been taken to avoid any such damage. The Licensee recognizes and acknowledges that this is a fundamental material provision of this License.

ARTICLE IV. SIGHTING AT CROSSING

Where Licensee's property adjoins Licensor's property, in the vicinity of the Road Crossing, Licensee shall keep its property free of bushes, trees, weeds, vegetations, and all other obstructions of any kind that could interfere with a motor vehicle operator sighting an approaching train. It shall be Licensee's responsibility and duty to prevent all unauthorized persons from using the Road Crossing and nothing herein shall be construed to relieve Licensee of this responsibility and duty.

Licensee assumes, at its own risk and expense, sole responsibility for determining if any signs, signals or other warning devices are necessary or appropriate for the safety of persons or property using the Road Crossing and specifically acknowledges that Licensor has no obligation or duty whatever to make any such determination. If the installation of any signs, signals or warning devices on the Road Crossing is presently or hereafter required by law, court order or by competent public authority, or is otherwise requested by Licensee, the same shall conform to any then currently applicable practices of the Licensor

for such devices as to design, material and workmanship and all costs incurred by the Licensor related to the installation, operation, maintenance, renewal, alteration and upgrading thereof shall be solely borne by Licensee.

ARTICLE V. INSURANCE

Licensee shall purchase and maintain insurance as specified below covering the crossing, all the work, services, and obligations assumed or performed hereunder, from the Effective Date until termination, unless the duration is stated to be otherwise, with insurance companies assigned a current Financial Strength Rating of at least A- and Financial Size Category of X by A.M. Best Company:

A. Commercial General Liability Insurance written on an occurrence basis subject to limit of \$1,000,000 each occurrence for bodily injury, property damage, personal injury, libel and/or slander with an annual aggregate limit of no less than \$2,000,000. Policy coverage is to be based on usual Insurance Services Office policy forms to include, but not be limited to: Operations and Premises Liability, Completed Operations and Products Liability, Personal Injury and Advertising Liability, and Contractual Liability Insurance. Completed Operations coverage is to be maintained for a period of not less than three (3) years after the termination or cancellation of this License. General Liability policies procured by Licensee shall be amended to delete all railroad exclusions including exclusions for working on or within fifty feet (50') of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing (CG 24 17 endorsement or equivalent).

B. Workers' Compensation and Employers' Liability Insurance providing statutory workers' compensation benefits mandated under applicable state law and Employers' Liability Insurance subject to a minimum limit of \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit for bodily injury by disease. If coverage is provided through a monopolistic state fund, a stop-gap endorsement on either the Commercial General Liability or Workers' Compensation Policy is required to meet the Employers' Liability Insurance requirement.

C. Business Automobile Liability Insurance subject to a minimum limit of \$1,000,000 each accident for bodily injury and property damage. Policy coverage shall be based on Insurance Services Office policy forms referred to as Business Automobile Policy to cover motor vehicles owned, leased, rented, hired or used on behalf of Licensee. If applicable to this License and applicable under federal law, Licensee shall provide an MCS 90 endorsement.

D. Umbrella Liability Insurance written on an occurrence basis subject to a limit of \$4,000,000 each occurrence for bodily injury, property damage, personal injury, libel and/or slander. Policy coverage is to be at least as broad as primary coverages. Umbrella coverage is to be maintained for a period of not less than three (3) years after the termination or cancellation of this License. Umbrella Liability shall apply to Commercial General Liability and Business Automobile Liability Insurances.

The required limits of insurance may be satisfied by a combination of Primary and Umbrella or Excess Liability Insurance.

E. All insurance required of Licensee with the exception of Workers' Compensation and Employers' Liability shall include Licensor and any subsidiary, owner, parent or affiliates of Licensor, and their respective partners, successors, assigns, legal representatives, officers, directors, members,

managers, agents, shareholders, and employees (“Required Parties”) as additional insured and include wording which states that the insurance shall be primary and not excess over or contributory with any insurance carried by Licensor and its affiliates. With respect to Commercial General Liability Insurance, Required Parties shall be included as additional insured for Ongoing Operations and for Completed Operations to the extent permitted by law.

All insurance shall provide Licensor a minimum of thirty (30) days' advance written notice of insurer's intent to cancel or otherwise terminate insurance coverage.

If Licensee cannot obtain an occurrence based policy for any required coverage, the policy may be written on a claims-made basis with a retroactive date on or before the Effective Date of this License. Licensee shall maintain such policy on a continuous basis. If there is a change in insurance companies or the policy is canceled or not renewed, Licensee shall purchase an extended reporting period of not less than three (3) years after the License termination date.

Licensee shall file with Licensor on or before the Effective Date of this License a valid certificate of insurance for all required insurance policies. Each certificate shall identify the Required Parties as additional insured as required and state that Licensor shall receive a minimum of thirty (30) days' advance written notice of insurer's intent to cancel or otherwise terminate policy coverage. Licensee shall supply updated certificates of insurance that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as required by this License.

All insurance policies required of Licensee shall include a waiver of any right of subrogation written in favor of Required Parties.

Licensee's compliance with obtaining the required insurance coverage shall in no way limit the indemnification rights and obligations specified in this License.

In the event that installation or maintenance of the Road Crossing is to be performed by a private contractor, such contractor shall execute Licensor's standard agreement for right of entry and use of premises and provide evidence of insurance coverage as specified in such agreement.

ARTICLE VI. TERM

This License shall take effect as of the Effective Date and, unless sooner terminated as herein provided, shall remain in effect in perpetuity. If Licensee fails to keep or perform any of Licensee's covenants contained in this License, Licensor has the right to terminate this License upon advance written notice to Licensee (“Written Notice of Termination”). The Written Notice of Termination shall identify the non-performance or breach of covenant giving rise to the termination notice and the proposed termination date if Licensee fails to cure the non-performance or breach, which shall be not less than one hundred and eighty (180) days following delivery of the Written Notice of Termination to Licensee. In addition, either Party, for any reason, may terminate this License upon giving not less than two hundred and forty (240) days' advance written notice to the other Party of an intention to terminate; such termination may be with or without cause and regardless of performance or non-performance of any of the covenants and agreements contained herein and regardless of any fee having been paid in advance for any period and without regard to any loss or damage incurred by either Party as a result of such termination or cancellation.

ARTICLE VII. ADDITIONAL PROVISIONS

A. Crossing Maintenance: Licensee shall be responsible for the cost of any and all maintenance necessary to the Road Crossing and any and all appurtenances thereto. Licensor acting as the agent of Licensee, may perform such work as is necessary in the sole judgment of Licensor, and Licensee shall, on demand, promptly reimburse Licensor the cost thereof, plus fifteen (15%) percent thereon as a charge for the supervision, accounting, and use of tools; or Licensor may terminate this License by giving Licensee not less than thirty (30) days advance written notice of its intention to do so.

B. Restoration: Upon termination of this License by either Party, Licensor shall have the option to promptly remove said crossing from Licensor's property, and restore said property to its prior condition, or a condition satisfactory to Licensor's authorized representative all at the cost and expense of Licensee. Licensor acting as the agent of Licensee, may perform such restoration as is necessary in the sole judgment of Licensor, and Licensee shall, on demand, promptly reimburse Licensor the cost thereof, plus fifteen (15%) percent thereon as a charge for the supervision, accounting, and use of tools.

C. Assignment: This License and all of the provisions contained in this License shall be binding upon the Parties, their heirs, executors, administrators, successors and assigns, and Licensee agrees to supply notice in writing to Licensor of any name changes. Licensee agrees that it may not assign this License or any rights or privileges granted under it, without the prior written consent of Licensor, which it may give at its sole discretion, and any and every attempted assignment without prior written consent shall be void and of no effect. This covenant shall also apply whether any of the foregoing is made voluntarily by Licensee or involuntarily in any proceeding at law or in equity to which Licensee may be a party, whereby any of the rights, duties and obligations of Licensee may be sold, transferred, conveyed, encumbered, abrogated or in any manner altered without the prior notice to and consent of Licensor. Notwithstanding the foregoing, Licensee shall remain liable to Licensor as a guarantor of Licensee's successor in interest to this License.

D. Indemnity:

(1) Licensee acknowledges that persons and property on or near the crossing, whether during construction, installation, use, maintenance or relocation, are in constant danger of injury, death or destruction, incident to the operation of the railway tracks, whether by Licensor or others, and Licensee accepts this License subject to such dangers.

(2) INsofar as it legally may and without waiving any governmental immunity that may be available by law to the licensee, licensee, as further consideration and as a condition without which this license would not have been granted, agrees to indemnify and save harmless licensor, its owners, its parent companies, subsidiaries, and affiliates, and their respective partners, successors, assigns, legal representatives, officers, directors, members, managers, agents, shareholders and employees (the "indemnitees") and to assume all risk, responsibility and liability for death of, or injury to, any persons, including, but not limited to, officers, employees, agents, patrons, invitees and licensees of the parties, and for loss, damage or injury to any property, including but not limited to, that belonging to the parties (together with all liability for any expenses, legal

FEES AND COSTS INCURRED OR SUSTAINED BY THE INDEMNITEES, WHETHER IN DEFENSE OF ANY SUCH CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION OR IN THE ENFORCEMENT OF THE INDEMNIFICATION RIGHTS HEREBY CONFERRED) ARISING FROM, GROWING OUT OF, OR IN ANY MANNER OR DEGREE DIRECTLY OR INDIRECTLY CAUSED BY, ATTRIBUTABLE TO, OR RESULTING FROM THE GRANT OF THIS LICENSE OR THE CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, ALTERATION, CHANGE, RELOCATION, EXISTENCE, PRESENCE, USE, OPERATION, REPLACEMENT, OR REMOVAL OF ANY STRUCTURE INCIDENT THERETO, OR FROM ANY ACTIVITY CONDUCTED ON OR OCCURRENCE ORIGINATING ON THE AREA COVERED BY THIS LICENSE, INCLUDING ANY TEMPORARY USAGE AREA, EXCEPT TO THE EXTENT PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF THE PARTY SEEKING INDEMNIFICATION.

(3) THE RISKS OF INJURY TO OR DEATH OF PERSONS AND LOSS OR DAMAGE TO PROPERTY HEREIN ASSUMED BY LICENSEE, SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, CONTRACTORS, EMPLOYEES, OR INVITEES OF EITHER OF THE PARTIES, WHETHER OR NOT SUCH INJURY TO OR DEATH OF PERSONS SHALL ARISE UNDER ANY WORKMENS' COMPENSATION LEGISLATION.

(4) LICENSEE SHALL, AT ITS SOLE COST AND EXPENSE, JOIN IN OR ASSUME, AT THE ELECTION AND DEMAND OF LICENSOR, THE DEFENSE OF ANY CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION ARISING UNDER THIS LICENSE. THE WORD "LICENSOR" AS USED IN THIS INDEMNITY SECTION SHALL INCLUDE THE ASSIGNS OF LICENSOR AND ANY OTHER RAILWAY COMPANY THAT MAY BE OPERATING UPON AND OVER THE TRACKS IN THE VICINITY OF THE LICENSE AREA.

(5) AS A PRECONDITION TO LICENSEE'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION, THE INDEMNITEES WILL (I) FULLY COOPERATE WITH LICENSEE IN ANY INVESTIGATION AND PROVIDE LICENSEE WITH ALL INFORMATION IN THE POSSESSION OR CONTROL OF THE INDEMNITEES RELATING TO ANY MATTER FOR WHICH THE INDEMNITEES SEEK INDEMNIFICATION, AND (II) PROVIDE LICENSEE WITH TIMELY NOTICE OF ANY MATTER OR INCIDENT FOR WHICH THE INDEMNITEES MAY MAKE A CLAIM FOR INDEMNIFICATION BY LICENSEE.

E. Severable: This License is executed by all Parties under current interpretation of any and all Laws. Further, each and every separate division (paragraph, clause, item, term, condition, covenant or agreement) contained in this License shall have independent and severable status from each other separate division, or combination thereof, for the determination of legality, so that if any separate division is determined to be unconstitutional, illegal, violative of trade or commerce, in contravention of public policy, void, voidable, invalid or unenforceable for any reason, that separate division shall be treated as a nullity, but such holding or determination shall have no effect upon the validity or enforceability of each and every other separate division or any other combination of them.

F. Amendments in writing: No oral promises, oral agreements, or oral warranties shall be deemed a part of this License nor shall any alteration, amendment, supplement or waiver of any of the provisions of it be binding upon either Party, unless same be supplemented, altered, changed or amended by an instrument in writing, signed by Licensor and Licensee.

G. Additional Uses: This License is made subject to the rights previously or simultaneously granted by or through Licensor for any sub-surface or aerial uses antedating this License, including but not limited to, the construction, maintenance, operation, renewal and/or relocation of pipelines,

communication lines, power lines, railway tracks and signals, and any and all applicable appurtenances. Licensor excepts and reserves the right to grant additional uses of the same or similar nature subsequent to the execution of this License, without payment of any sum for damages, so long as such use does not unreasonably interfere with the use of Road Crossing by Licensee.

H. Licensee Responsibilities & Non-waiver: Nothing in this License shall be construed to place any responsibility on Licensor for the quality of the construction, maintenance or other work performed on behalf of Licensee hereunder or for the condition of any Licensee's facilities. Any approval given or supervision exercised by Licensor under this License, or failure of Licensor to object to any work done, material used or method of construction, reconstruction or maintenance, shall not be construed to relieve Licensee of its obligations under this License. The failure of the Licensor to seek redress for any violation of or to insist upon the strict performance of any of the terms, covenants or conditions of this License or any of the rules and regulations from time to time issued by the Licensor, shall not prevent a subsequent act, which would have originally constituted a violation, from having all of the force and effect of an original violation.

I. Legal Fees: In the event that Licensor shall incur any costs or expenses, including legal fees and costs, in enforcing Licensee's covenants and agreements under this License, Licensee shall reimburse Licensor for all such costs, expenses and legal fees as an additional fee hereunder.

J. Cumulative Remedies: The Licensor's remedies under this License shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other remedy.

K. Survival of Obligations: All of the obligations, representations and warranties of Licensee accruing during the existence of this License or any renewal or extension of it shall survive the termination or expiration of the Term.

L. Force Majeure: The Licensor shall not be responsible for any loss, damage, delay or non-performance caused by accidents, labour difficulties, acts of God, governmental action or by any other cause which is unavoidable or beyond its reasonable control.

M. No Registration: The Licensee agrees that it shall not register this License or any notice or reference in respect of this License against title.

N. Liens: Insofar as it legally may and without waiving any governmental immunity that may be available by law to the Licensee, Licensee further indemnifies Licensor against any and all liens that may be placed against Licensor's property in the course of construction of the Road Crossing, and agrees to immediately satisfy any liens so placed.

O. Temporary Closure: In the event of an emergency or hazard, at the sole discretion of Licensor, Licensor may temporarily close the Road Crossing to respond to emergency or hazard.

P. Currency: Unless otherwise indicated, all currencies and amounts shown on this License are in U.S. dollars.

Q. Exhibits: All Exhibits attached hereto are incorporated as if fully set forth herein.

R. Notice: Except as otherwise specified in this License, any notice or other communication required or permitted by this License shall be in writing and (i) delivered by first class mail, postage prepaid, or (ii) deposited into the custody of a nationally recognized overnight delivery service, as follows:

Licensor: Great Western Railway of Colorado, L.L.C.
Attn: Director of Real Estate
252 Clayton Street
Denver, Colorado 80206

Licensee: Town of Mead, Colorado
Attn: Town Engineer/Public Works Director
441 Third Street
Mead, Colorado 80542

S. Governing Laws: This License shall be governed under the laws of the State of Colorado, and the Parties attorn to the exclusive jurisdiction of the federal or state courts of the State of Colorado to deal with all actions in respect of this License. The section headings of this License have been inserted for convenience of reference only and they shall not be referred to in the interpretation of this License. This License shall be read with all changes of gender and number required by the context. Time shall be of the essence in this License and each of the provisions of it.

T. Pursuant to Colorado law, any financial obligations of Licensee contained herein that are payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available on an annual basis.

U. Nothing in this License shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the Licensee, its officials, employees, contractors, or agents, or any other person acting on behalf of the Licensee and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate as of the date of execution as set forth below:

Licensors: **Great Western Railway of Colorado, L.L.C.**

Licensee: **Town of Mead, Colorado**

By:

By:

Date:

Date:

Exhibit A



APPLICATION PROCESS & INSTRUCTIONS
Telephone (303) 398-0400, Fax (866) 351-9503

PUBLIC GRADE CROSSING APPLICATION

It is the Railroad's policy that two existing grade crossings must be removed for one new grade crossing installation to be approved. INCOMPLETE applications may result in processing delays. Applications submitted without the required fees will not be processed.

If this application is approved, applicant agrees to reimburse the railroad for any cost incurred by the applicant incident to installation, maintenance, and/or supervision necessitated by this installation and further agrees to assume all liability for accidents or injuries which arise as a result of this installation. **A non-refundable fee in the amount of \$4,500 USD (\$5,708 CAD) is due with the application.** In addition, fees will be assessed pursuant to a written crossing agreement.

(Be sure to list the check number(s) at the bottom of the cover sheet AND application)

Make check(s) payable to:

**OmniTRAX Inc.
C/O AR Real Estate Department
252 Clayton Street
Denver, CO 80206**

(As information, future payments will also be sent to the address listed above.)

If the submitted application and/or plans require review by an environmental (HAZMAT) or other outside consultants, it will solely be at the applicant's expense and in addition to the aforementioned fees.

Once an executable Public Grade Crossing agreement is submitted to you, the agreement must be fully negotiated and executed within thirty (30) days. Thereafter, the application and materials will be archived and resubmission (including fees) will be required.

Canadian residents/businesses, this fee is a taxable supply, please include applicable GST

PLEASE INITIAL HERE INDICATING YOUR UNDERSTANDING OF THIS POLICY: _____

CHECK NUMBER(S): _____





PUBLIC GRADE CROSSING APPLICATION

Telephone (303) 398-0400, Fax (866) 351-9503

SECTION 1: TO BE COMPLETED FOR ALL CROSSINGS

1. Complete Legal Name of Applicant: Town of Mead
2. Agreement to be in the name of (if different from above): _____
3. Type of Entity (please mark one): Corporation ___ LLC ___ Individual ___ Municipality Partnership ___ General ___ Limited ___ Other _____
4. If applicable, state/province of incorporation or organization: State of Colorado
5. Federal Tax Identification number (U.S. Leases): _____
6. Mailing Address: 441 Third Street, Mead, CO 80542
7. Overnight Delivery Service Address (if different): _____
8. Contact Person: Erika Rasmussen Title: Town Engineer/Public Works Director
9. Phone No.: (970) 805-4185 Fax No.: (_____)
10. Email: erasmussen@townofmead.org
11. Email Address Where Notices Can be Sent to: erasmussen@townofmead.org
12. **Billing Contact Name, Phone Number, and Address Required:**
Erika Rasmussen, (970) 805-4185, 441 Third Street, Mead, CO 80542

13. Type of Road Crossing:

<input type="checkbox"/> Private Farm Crossing	<input type="checkbox"/> Private Commercial Crossing	<input type="checkbox"/> Contractor's Crossing
<input type="checkbox"/> Pedestrian Overpass	<input type="checkbox"/> Pedestrian Underpass	<input checked="" type="checkbox"/> Other <u>Existing Crossing Widening</u>
<input checked="" type="checkbox"/> Existing Crossing	<input type="checkbox"/> New Installation	<input type="checkbox"/> Relocation
<input checked="" type="checkbox"/> Permanent Use	<input type="checkbox"/> Temporary Use for _____ Mos.	<input checked="" type="checkbox"/> Reconstruction
14. Crossing will be used to access 3rd Street
15. Proposed Width of Crossing: 152 feet
16. Desired Material for Crossing (circle one): Wood Planks / Concrete / Asphalt / Rubber / Other Concrete
17. Type of Vehicles to be driven over crossing:

<input checked="" type="checkbox"/> Passenger Cars	<input type="checkbox"/> Recreational Vehicles	<input type="checkbox"/> Pickups
<input type="checkbox"/> Farm Equipment	<input type="checkbox"/> Heavy Construction Equipment	<input type="checkbox"/> Other _____
18. Approximate number of daily one way trips over the crossing 3231 ADT
19. Name of Owner of Property to be served by crossing Town of Mead
20. Address if different than above _____
21. Railroad being crossed: Great Western
22. Milepost (application will not be processed without a MP) 0008.52
23. Crossing is located in the SW 1/4 Section 10, Township 3N, Range 68W
(Example: SE ¼ of NW ¼ Section 15, Township 39N, Range 12E)
- In/Near the City of Mead County Weld State CO

Attach a legal description of your property to be served by the crossing and a property or county map showing the location of the crossing. Indicate on the map the distance measured along the track between the crossing and fixed objects in the vicinity (i.e., bridge, culvert, railroad mile marker, public road).



PUBLIC GRADE CROSSING APPLICATION

Telephone (303) 398-0400, Fax (866) 351-9503

SECTION 2: TO BE COMPLETED FOR EXISTING CROSSINGS ONLY

Name(s) of previous users of crossing Town of Mead
Crossing is currently covered by Agreement Number N/A
Dated _____ with _____

SECTION 3: TO BE COMPLETED FOR INSTALLATION OF NEW CROSSINGS ONLY

How the property is currently accessed?
N/A
Why was the access to property not obtained from previous owner?
N/A
Desired crossing will be _____ feet () North () South () East () West
Of nearest _____ () Public () Private road crossing.
Track is in _____ ft. cut/fill Number tracks crossed _____ Track is on: () Curve Straight

SECTION 4: REQUIRED Location: Geographical Coordinates (in decimal degrees)

Latitude 40.23538 Longitude -104.998762

By submitting this application for credit, you authorize OmniTRAX or affiliate, to make any inquiries necessary to determine credit worthiness. You release your banking instruction release details that would assist to determine credit worthiness.

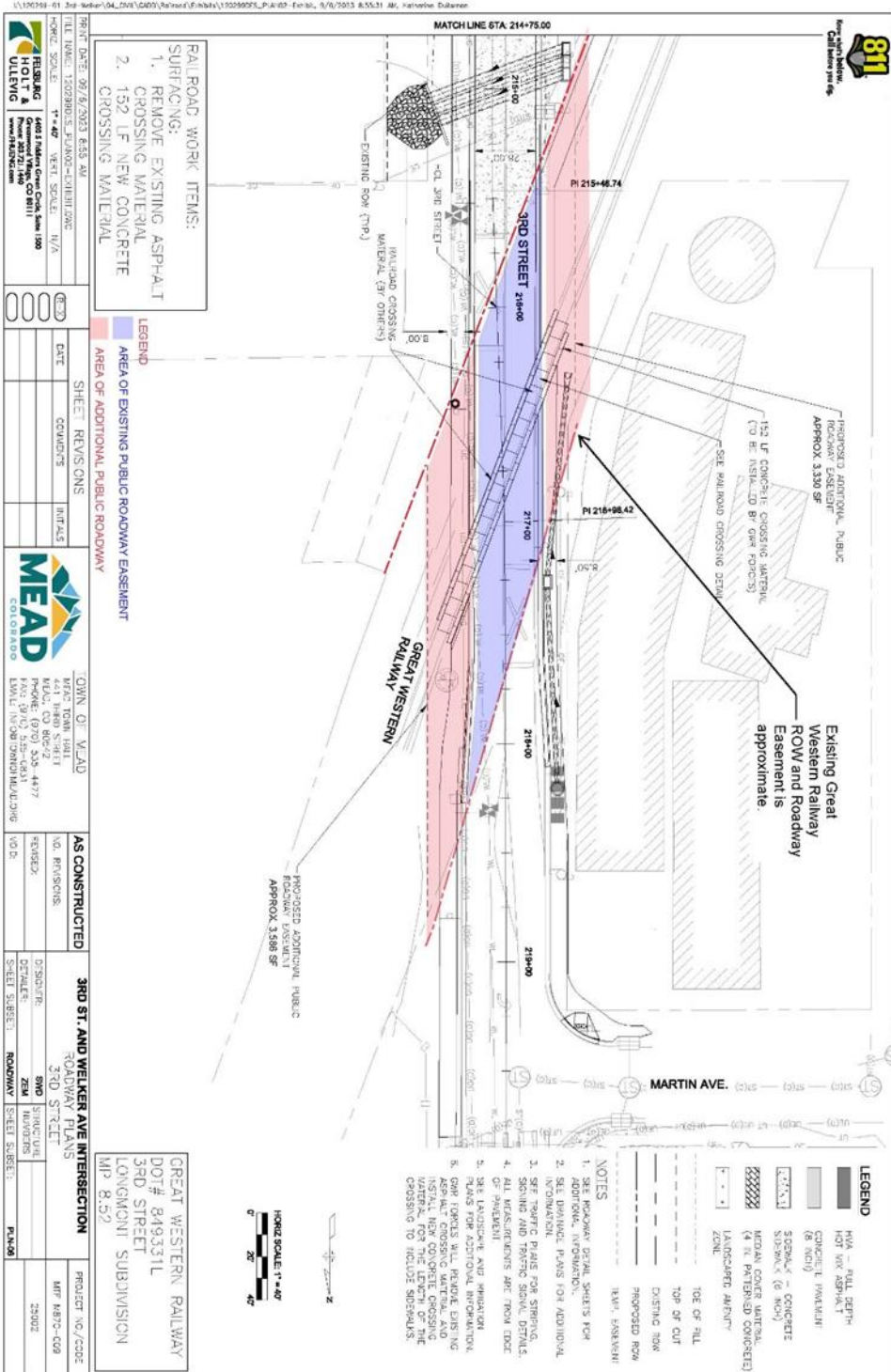
I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended. Furthermore, I hereby authorize the financial institutions listed in this credit application to release necessary information to the company for which credit is being applied for in order to verify the information contained herein. Our terms of sale and service are NET 30 DAYS from the date listed on the invoice. Invoices that are beyond granted terms will be assessed a late fee of 18% APR (1.5% monthly) additional Terms and Conditions apply. A \$20.00 charge will apply for any NSF/Non-Sufficient Checks.

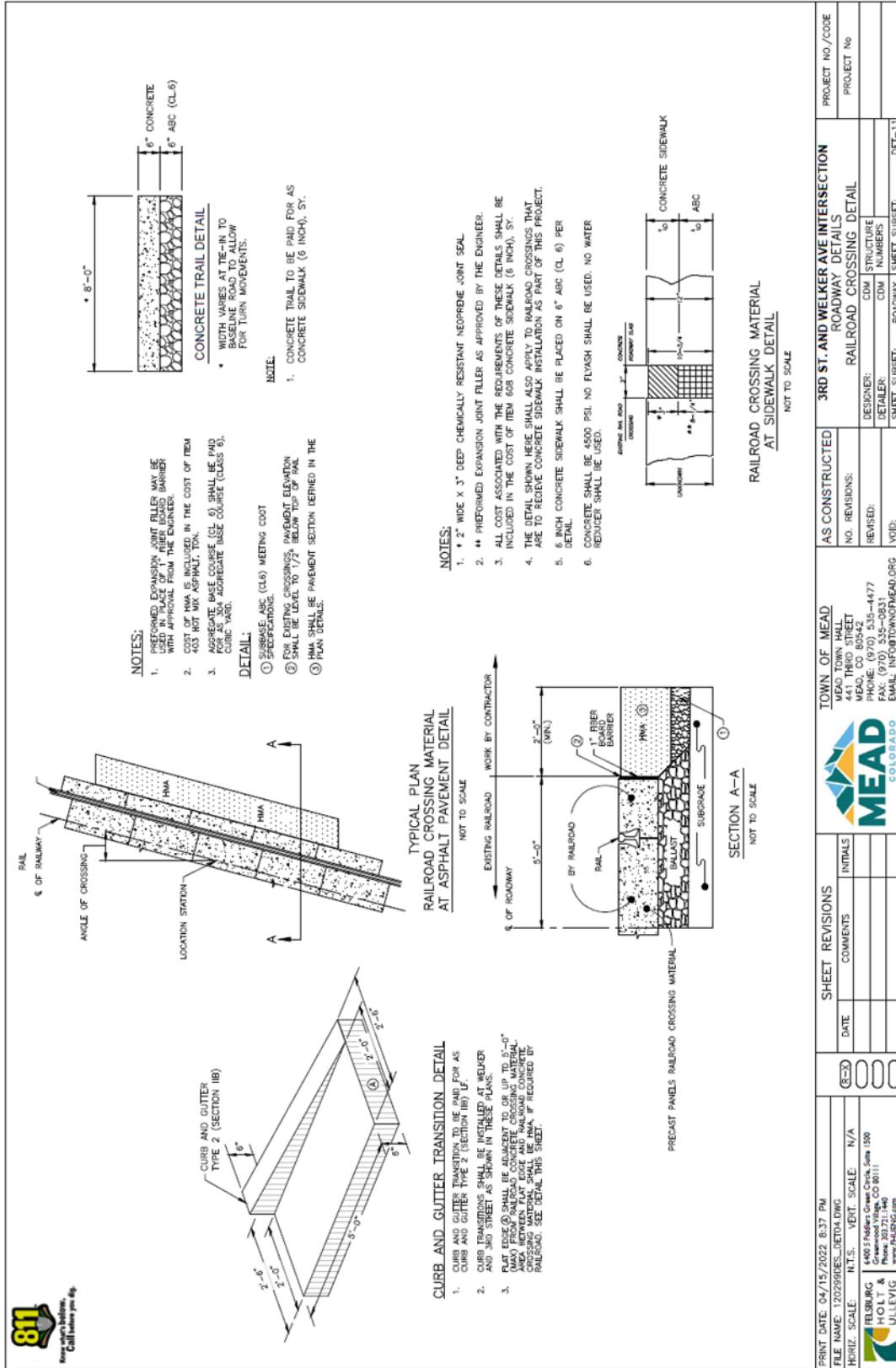
Date: Sept 13, 2023
Signature:  Digitally signed by Erika Rasmussen
Date: 2023.09.13 09:07:56-06'00'
Name Printed: Erika Rasmussen
Title: Public Works Director
Phone No.: 970-805-4185

LIST CHECK NUMBER(S): _____

BE SURE TO RETURN THE COVER SHEET WITH YOUR APPLICATION

Exhibit B





Document Path: S:\LANDRAIL, LLC\Mapping Project\GIS\GWR\CO\GWR Exhibits\GWR Exhibits.aprx

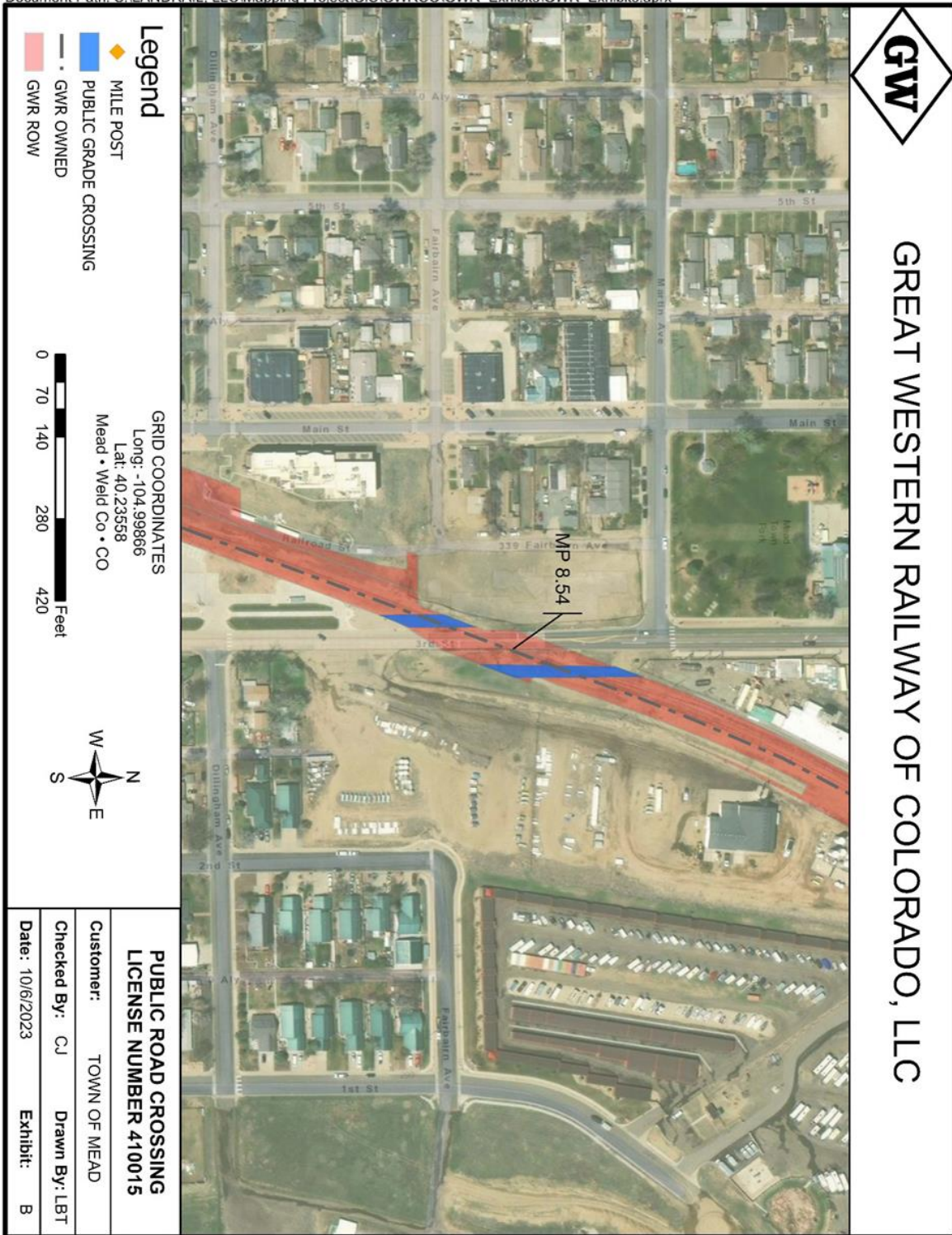


Exhibit C

Great Western Railway of Colorado - 3rd Street Crossing Replacement	
<i>payroll burden</i>	33%

Position	Qty	Rate	ST Hours	OT Hours	Total Cost
Field Manager	1.00	\$ 60.00	40	-	3,192

Total Internal Labor	1		40	-	3,192
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Material	Unit	Curr	Rate	Qty	Total Cost
Concrete Panels	TF	USD	275.00	154	42,453
Rail 115#	LF	USD	46.00	400	18,400
Rail 90#	LF	USD	25.00	160	4,000
10' Ties (Preplated- Incl. Pandrol Plates)	EA	USD	200.00	105	21,000
Cross Ties 7"x9"x8'6"	EA	USD	85.00	100	8,500
Cut Spike Plates	EA	USD	15.00	126	1,890
Spikes	KEG	USD	120.00	9	1,080
115# ANCHORS	EA	USD	3.00	985	2,955
115# WELD	EA	USD	1,500.00	12	18,000
BALLAST	TONS	USD	38.00	200	7,600
6" PERFORATED PIPE	LF	USD	10.00	348	3,480
ASPHALT BASE	TONS	USD	250.00	77	19,250
Pandrol Clips	EA	USD	5.00	640	3,200

Total Material					151,808
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Contract Services	Vendor	Curr	Rate	Qty	Total Cost
Crossing Replacement		USD	750.00	154	115,781
Retire Turnout		USD	5,000.00	1	5,000
Install Crossties		USD	75.00	100	7,500
Traffic Control		USD	15,000.00	1	15,000
Paving		USD	250.00	173	43,250

Total Contract Services					186,531
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Other Capital	Vendor	Curr	Rate	%	Total Cost
Admin Costs		USD	352,157.94	5%	17,608

Total Other Capital					17,608
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Taxes	Curr	Rate	Total Cost
Sales Tax	USD	1.070	10,627

Total Taxes			10,627
--------------------	--	--	---------------

Total 3rd Street Crossing Replacement Cost				369,766
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Funding	Amount	Payment Terms	Total Funding
Funding	369,765.84	100%	369,766
	-	-	-
	-	-	-

Total Funding	369,766	-	369,766
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PUBLIC ROAD CROSSING LICENSE

THIS PUBLIC ROAD CROSSING LICENSE ("License") is made by and between **Great Western Railway of Colorado, L.L.C.** ("Licensor") and **Town of Mead, Colorado** ("Licensee"). Licensor and Licensee may sometimes be referred to as a "Party" or collectively as the "Parties."

RECITALS:

Licensee desires to reconstruct, widen, maintain and use a public road crossing (the "Road Crossing") for the purposes of vehicle and pedestrian traffic, more particularly described in Licensee's application marked as Exhibit A (the "Application"), consisting of gravel, asphalt, or concrete roadway approaches, asphalt crossing surface and all appurtenances thereto, including but not limited to any gates, cattle guards, stop signs, identification signs, drainage facilities, on, over and across the Licensor's right of way and track at Mile Post No. 8.36, at or near Town of Mead, Weld County, Colorado, as shown on Exhibit B.

Licensor is willing to grant Licensee a license to use the Road Crossing subject to the terms and conditions set forth below.

NOW THEREFORE, the Parties, intending to be legally bound, agree as follows:

ARTICLE I. LICENSOR GRANTS RIGHT

A. Licensor grants Licensee a license to construct, use and maintain the Road Crossing at the location shown on Exhibit B subject to the terms and conditions set forth herein. In consideration of the license and permission granted herein, Licensee agrees to observe and abide by the terms and conditions of this License and to pay to the Licensor, in advance, a one-time licensee fee of forty-five thousand and 00/100 U.S. dollars (\$45,000.00). Licensor will not execute this License until it receives a signed original from Licensee, and in no event is entry under this License permitted until Licensor has executed it. The Licensee will pay the applicable Sales Tax to the Licensor on any payment of the license fee or administrative fee payable under this License, which payment will be made to the Licensor at the same time as the license fee or administrative fee is payable to the Licensor under this License. The failure by the Licensee to pay to the Licensor the amount of any Sales Tax or administrative fee owing and due hereunder will constitute a default by the Licensee under this License and will entitle the Licensor to exercise any and all rights and remedies available to the Licensor for the recovery of the license fee or administrative fee in arrears.

ARTICLE II. CONSTRUCTION OF ROAD CROSSING

A. Licensor, at Licensee's sole cost and expense, will furnish the materials for and install the portion of the Road Crossing between the rails of the tracks and for one (1) foot on the outside of each rail (and will furnish and install any necessary stop signs and identification signs on each side of the crossing) and raise, or cause to be raised, any interfering wire line, as more particularly described on Exhibits B and C. In performing this work, Licensor, acting as the agent of Licensee, may perform such work as is necessary in the judgment of Licensor, and Licensee shall, on demand, promptly reimburse Licensor for the Licensor's cost thereof, plus fifteen (15%) percent thereon as a charge for the supervision, accounting, and use of tools. The Parties itemize these costs at Exhibit C. Licensor's share of the project costs will be

zero percent. Licensee is responsible for the construction, maintenance, repair or renewal of the remaining portion of the Road Crossing and installing any and all appurtenant gates, fences, cattle guards, drainage facilities, traffic signs, and traffic devices shown on Exhibit B. Plans for the construction shall be approved in advance by Licensor, and the construction work shall be done to the satisfaction of the Licensor. Licensee, at Licensee's sole cost and expense, will furnish the materials for and install the portion of the Road Crossing from one (1) foot on the outside of each rail to the expansion of the roadway and the pedestrian sidewalk. Prior to entry on Licensor's property to do its work on construction, Licensee shall contact Licensor's agent to arrange for necessary flaggers and safety supervisors, at Licensee's sole cost and expense. The Licensee is responsible for obtaining all applicable regulatory approvals for modification to the crossing prior to Licensor beginning construction.

ARTICLE III. USE

Licensee shall have no right to use or cross any other portion of Licensor's property, unless by separate agreement, or to use the Road Crossing for any purposes other than as may be expressly permitted herein, and Licensee, as a further consideration, cause and condition without which this License would not have been granted, agrees to restrict and not use the Road Crossing for those purposes.

Except during construction of the Road Crossing as provided in Article II when temporary cessation of operations is necessary, Licensee shall not do or permit to be done any act which will in any manner interfere with, limit, restrict, obstruct, damage, interrupt, or endanger rail operations or facilities of the Licensor.

Licensee shall require and shall take all steps necessary to ensure that all persons using the Road Crossing come to a complete stop before the tracks, look carefully for approaching trains before fouling or crossing tracks, and yield to any approaching train.

The Road Crossing shall not be used by vehicles of a size, configuration or weight that would damage the tracks, equipment, installations or facilities of Licensor or any equipment, installations or facilities located on Licensor's property but belonging to third persons unless approved in advance in writing by Licensor and then only after suitable precautions have been taken to avoid any such damage. The Licensee recognizes and acknowledges that this is a fundamental material provision of this License.

ARTICLE IV. SIGHTING AT CROSSING

Where Licensee's property adjoins Licensor's property, in the vicinity of the Road Crossing, Licensee shall keep its property free of bushes, trees, weeds, vegetations, and all other obstructions of any kind that could interfere with a motor vehicle operator sighting an approaching train. It shall be Licensee's responsibility and duty to prevent all unauthorized persons from using the Road Crossing and nothing herein shall be construed to relieve Licensee of this responsibility and duty.

Licensee assumes, at its own risk and expense, sole responsibility for determining if any signs, signals or other warning devices are necessary or appropriate for the safety of persons or property using the Road Crossing and specifically acknowledges that Licensor has no obligation or duty whatever to make any such determination. If the installation of any signs, signals or warning devices on the Road Crossing is presently or hereafter required by law, court order or by competent public authority, or is otherwise

requested by Licensee, the same shall conform to any then currently applicable practices of the Licensor for such devices as to design, material and workmanship and all costs incurred by the Licensor related to the installation, operation, maintenance, renewal, alteration and upgrading thereof shall be solely borne by Licensee.

ARTICLE V. INSURANCE

Licensee shall purchase and maintain insurance as specified below covering the crossing, all the work, services, and obligations assumed or performed hereunder, from the Effective Date until termination, unless the duration is stated to be otherwise, with insurance companies assigned a current Financial Strength Rating of at least A- and Financial Size Category of X by A.M. Best Company:

A. Commercial General Liability Insurance written on an occurrence basis subject to limit of \$1,000,000 each occurrence for bodily injury, property damage, personal injury, libel and/or slander with an annual aggregate limit of no less than \$2,000,000. Policy coverage is to be based on usual Insurance Services Office policy forms to include, but not be limited to: Operations and Premises Liability, Completed Operations and Products Liability, Personal Injury and Advertising Liability, and Contractual Liability Insurance. Completed Operations coverage is to be maintained for a period of not less than three (3) years after the termination or cancellation of this License. General Liability policies procured by Licensee shall be amended to delete all railroad exclusions including exclusions for working on or within fifty feet (50') of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing (CG 24 17 endorsement or equivalent).

B. Workers' Compensation and Employers' Liability Insurance providing statutory workers' compensation benefits mandated under applicable state law and Employers' Liability Insurance subject to a minimum limit of \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit for bodily injury by disease. If coverage is provided through a monopolistic state fund, a stop-gap endorsement on either the Commercial General Liability or Workers' Compensation Policy is required to meet the Employers' Liability Insurance requirement.

C. Business Automobile Liability Insurance subject to a minimum limit of \$1,000,000 each accident for bodily injury and property damage. Policy coverage shall be based on Insurance Services Office policy forms referred to as Business Automobile Policy to cover motor vehicles owned, leased, rented, hired or used on behalf of Licensee. If applicable to this License and applicable under federal law, Licensee shall provide an MCS 90 endorsement.

D. Umbrella Liability Insurance written on an occurrence basis subject to a limit of \$4,000,000 each occurrence for bodily injury, property damage, personal injury, libel and/or slander. Policy coverage is to be at least as broad as primary coverages. Umbrella coverage is to be maintained for a period of not less than three (3) years after the termination or cancellation of this License. Umbrella Liability shall apply to Commercial General Liability and Business Automobile Liability Insurances.

The required limits of insurance may be satisfied by a combination of Primary and Umbrella or Excess Liability Insurance.

E. All insurance required of Licensee with the exception of Workers' Compensation and Employers' Liability shall include Licensor and any subsidiary, owner, parent or affiliates of Licensor, and

their respective partners, successors, assigns, legal representatives, officers, directors, members, managers, agents, shareholders, and employees (“Required Parties”) as additional insured and include wording which states that the insurance shall be primary and not excess over or contributory with any insurance carried by Licensor and its affiliates. With respect to Commercial General Liability Insurance, Required Parties shall be included as additional insured for Ongoing Operations and for Completed Operations to the extent permitted by law.

All insurance shall provide Licensor a minimum of thirty (30) days' advance written notice of insurer's intent to cancel or otherwise terminate insurance coverage.

If Licensee cannot obtain an occurrence based policy for any required coverage, the policy may be written on a claims-made basis with a retroactive date on or before the Effective Date of this License. Licensee shall maintain such policy on a continuous basis. If there is a change in insurance companies or the policy is canceled or not renewed, Licensee shall purchase an extended reporting period of not less than three (3) years after the License termination date.

Licensee shall file with Licensor on or before the Effective Date of this License a valid certificate of insurance for all required insurance policies. Each certificate shall identify the Required Parties as additional insured as required and state that Licensor shall receive a minimum of thirty (30) days' advance written notice of insurer's intent to cancel or otherwise terminate policy coverage. Licensee shall supply updated certificates of insurance that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as required by this License.

All insurance policies required of Licensee shall include a waiver of any right of subrogation written in favor of Required Parties.

Licensee's compliance with obtaining the required insurance coverage shall in no way limit the indemnification rights and obligations specified in this License.

In the event that installation or maintenance of the Road Crossing is to be performed by a private contractor, such contractor shall execute Licensor's standard agreement for right of entry and use of premises and provide evidence of insurance coverage as specified in such agreement.

ARTICLE VI. TERM

This License shall take effect as of the Effective Date and, unless sooner terminated as herein provided, shall remain in effect in perpetuity. If Licensee fails to keep or perform any of Licensee's covenants contained in this License, Licensor has the right to terminate this License upon advance written notice to Licensee (“Written Notice of Termination”). The Written Notice of Termination shall identify the non-performance or breach of covenant giving rise to the termination notice and the proposed termination date if Licensee fails to cure the non-performance or breach, which shall be not less than one hundred and eighty (180) days following delivery of the Written Notice of Termination to Licensee. In addition, either Party, for any reason, may terminate this License upon giving not less than two hundred and forty (240) days' advance written notice to the other Party of an intention to terminate; such termination may be with or without cause and regardless of performance or non-performance of any of the covenants and agreements

contained herein and regardless of any fee having been paid in advance for any period and without regard to any loss or damage incurred by either Party as a result of such termination or cancellation.

ARTICLE VII. ADDITIONAL PROVISIONS

A. Crossing Maintenance: Licensee shall be responsible for the cost of any and all maintenance necessary to the Road Crossing and any and all appurtenances thereto. Licensor acting as the agent of Licensee, may perform such work as is necessary in the sole judgment of Licensor, and Licensee shall, on demand, promptly reimburse Licensor the cost thereof, plus fifteen (15%) percent thereon as a charge for the supervision, accounting, and use of tools; or Licensor may terminate this License by giving Licensee not less than thirty (30) days advance written notice of its intention to do so.

B. Restoration: Upon termination of this License by either Party, Licensor shall have the option to promptly remove said crossing from Licensor's property, and restore said property to its prior condition, or a condition satisfactory to Licensor's authorized representative all at the cost and expense of Licensee. Licensor acting as the agent of Licensee, may perform such restoration as is necessary in the sole judgment of Licensor, and Licensee shall, on demand, promptly reimburse Licensor the cost thereof, plus fifteen (15%) percent thereon as a charge for the supervision, accounting, and use of tools.

C. Assignment: This License and all of the provisions contained in this License shall be binding upon the Parties, their heirs, executors, administrators, successors and assigns, and Licensee agrees to supply notice in writing to Licensor of any name changes. Licensee agrees that it may not assign this License or any rights or privileges granted under it, without the prior written consent of Licensor, which it may give at its sole discretion, and any and every attempted assignment without prior written consent shall be void and of no effect. This covenant shall also apply whether any of the foregoing is made voluntarily by Licensee or involuntarily in any proceeding at law or in equity to which Licensee may be a party, whereby any of the rights, duties and obligations of Licensee may be sold, transferred, conveyed, encumbered, abrogated or in any manner altered without the prior notice to and consent of Licensor. Notwithstanding the foregoing, Licensee shall remain liable to Licensor as a guarantor of Licensee's successor in interest to this License.

D. Indemnity:

(1) Licensee acknowledges that persons and property on or near the crossing, whether during construction, installation, use, maintenance or relocation, are in constant danger of injury, death or destruction, incident to the operation of the railway tracks, whether by Licensor or others, and Licensee accepts this License subject to such dangers.

(2) **INSOFAR AS IT LEGALLY MAY AND WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY THAT MAY BE AVAILABLE BY LAW TO THE LICENSEE, LICENSEE, AS FURTHER CONSIDERATION AND AS A CONDITION WITHOUT WHICH THIS LICENSE WOULD NOT HAVE BEEN GRANTED, AGREES TO INDEMNIFY AND SAVE HARMLESS LICENSOR, ITS OWNERS, ITS PARENT COMPANIES, SUBSIDIARIES, AND AFFILIATES, AND THEIR RESPECTIVE PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, AGENTS, SHAREHOLDERS AND EMPLOYEES (THE "INDEMNITEES") AND TO ASSUME ALL RISK, RESPONSIBILITY AND LIABILITY FOR DEATH OF, OR INJURY TO, ANY PERSONS, INCLUDING, BUT NOT LIMITED TO, OFFICERS, EMPLOYEES, AGENTS, PATRONS, INVITEES AND LICENSEES OF THE**

PARTIES, AND FOR LOSS, DAMAGE OR INJURY TO ANY PROPERTY, INCLUDING BUT NOT LIMITED TO, THAT BELONGING TO THE PARTIES (TOGETHER WITH ALL LIABILITY FOR ANY EXPENSES, LEGAL FEES AND COSTS INCURRED OR SUSTAINED BY THE INDEMNITEES, WHETHER IN DEFENSE OF ANY SUCH CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION OR IN THE ENFORCEMENT OF THE INDEMNIFICATION RIGHTS HEREBY CONFERRED) ARISING FROM, GROWING OUT OF, OR IN ANY MANNER OR DEGREE DIRECTLY OR INDIRECTLY CAUSED BY, ATTRIBUTABLE TO, OR RESULTING FROM THE GRANT OF THIS LICENSE OR THE CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, ALTERATION, CHANGE, RELOCATION, EXISTENCE, PRESENCE, USE, OPERATION, REPLACEMENT, OR REMOVAL OF ANY STRUCTURE INCIDENT THERETO, OR FROM ANY ACTIVITY CONDUCTED ON OR OCCURRENCE ORIGINATING ON THE AREA COVERED BY THIS LICENSE, INCLUDING ANY TEMPORARY USAGE AREA, EXCEPT TO THE EXTENT PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF THE PARTY SEEKING INDEMNIFICATION.

(3) THE RISKS OF INJURY TO OR DEATH OF PERSONS AND LOSS OR DAMAGE TO PROPERTY HEREIN ASSUMED BY LICENSEE, SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, CONTRACTORS, EMPLOYEES, OR INVITEES OF EITHER OF THE PARTIES, WHETHER OR NOT SUCH INJURY TO OR DEATH OF PERSONS SHALL ARISE UNDER ANY WORKMENS' COMPENSATION LEGISLATION.

(4) LICENSEE SHALL, AT ITS SOLE COST AND EXPENSE, JOIN IN OR ASSUME, AT THE ELECTION AND DEMAND OF LICENSOR, THE DEFENSE OF ANY CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION ARISING UNDER THIS LICENSE. THE WORD "LICENSOR" AS USED IN THIS INDEMNITY SECTION SHALL INCLUDE THE ASSIGNS OF LICENSOR AND ANY OTHER RAILWAY COMPANY THAT MAY BE OPERATING UPON AND OVER THE TRACKS IN THE VICINITY OF THE LICENSE AREA.

(5) AS A PRECONDITION TO LICENSEE'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION, THE INDEMNITEES WILL (I) FULLY COOPERATE WITH LICENSEE IN ANY INVESTIGATION AND PROVIDE LICENSEE WITH ALL INFORMATION IN THE POSSESSION OR CONTROL OF THE INDEMNITEES RELATING TO ANY MATTER FOR WHICH THE INDEMNITEES SEEK INDEMNIFICATION, AND (II) PROVIDE LICENSEE WITH TIMELY NOTICE OF ANY MATTER OR INCIDENT FOR WHICH THE INDEMNITEES MAY MAKE A CLAIM FOR INDEMNIFICATION BY LICENSEE.

E. Severable: This License is executed by all Parties under current interpretation of any and all Laws. Further, each and every separate division (paragraph, clause, item, term, condition, covenant or agreement) contained in this License shall have independent and severable status from each other separate division, or combination thereof, for the determination of legality, so that if any separate division is determined to be unconstitutional, illegal, violative of trade or commerce, in contravention of public policy, void, voidable, invalid or unenforceable for any reason, that separate division shall be treated as a nullity, but such holding or determination shall have no effect upon the validity or enforceability of each and every other separate division or any other combination of them.

F. Amendments in writing: No oral promises, oral agreements, or oral warranties shall be deemed a part of this License nor shall any alteration, amendment, supplement or waiver of any of the provisions of it be binding upon either Party, unless same be supplemented, altered, changed or amended by an instrument in writing, signed by Licensor and Licensee.

G. Additional Uses: This License is made subject to the rights previously or simultaneously granted by or through Licensor for any sub-surface or aerial uses antedating this License, including but not limited to, the construction, maintenance, operation, renewal and/or relocation of pipelines, communication lines, power lines, railway tracks and signals, and any and all applicable appurtenances. Licensor excepts and reserves the right to grant additional uses of the same or similar nature subsequent to the execution of this License, without payment of any sum for damages, so long as such use does not unreasonably interfere with the use of Road Crossing by Licensee.

H. Licensee Responsibilities & Non-waiver: Nothing in this License shall be construed to place any responsibility on Licensor for the quality of the construction, maintenance or other work performed on behalf of Licensee hereunder or for the condition of any Licensee's facilities. Any approval given or supervision exercised by Licensor under this License, or failure of Licensor to object to any work done, material used or method of construction, reconstruction or maintenance, shall not be construed to relieve Licensee of its obligations under this License. The failure of the Licensor to seek redress for any violation of or to insist upon the strict performance of any of the terms, covenants or conditions of this License or any of the rules and regulations from time to time issued by the Licensor, shall not prevent a subsequent act, which would have originally constituted a violation, from having all of the force and effect of an original violation.

I. Legal Fees: In the event that Licensor shall incur any costs or expenses, including legal fees and costs, in enforcing Licensee's covenants and agreements under this License, Licensee shall reimburse Licensor for all such costs, expenses and legal fees as an additional fee hereunder.

J. Cumulative Remedies: The Licensor's remedies under this License shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other remedy.

K. Survival of Obligations: All of the obligations, representations and warranties of Licensee accruing during the existence of this License or any renewal or extension of it shall survive the termination or expiration of the Term.

L. Force Majeure: The Licensor shall not be responsible for any loss, damage, delay or non-performance caused by accidents, labour difficulties, acts of God, governmental action or by any other cause which is unavoidable or beyond its reasonable control.

M. No Registration: The Licensee agrees that it shall not register this License or any notice or reference in respect of this License against title.

N. Liens: Insofar as it legally may and without waiving any governmental immunity that may be available by law to the Licensee, Licensee further indemnifies Licensor against any and all liens that may be placed against Licensor's property in the course of construction of the Road Crossing, and agrees to immediately satisfy any liens so placed.

O. Temporary Closure: In the event of an emergency or hazard, at the sole discretion of Licensor, Licensor may temporarily close the Road Crossing to respond to emergency or hazard.

P. Currency: Unless otherwise indicated, all currencies and amounts shown on this License are in U.S. dollars.

Q. Exhibits: All Exhibits attached hereto are incorporated as if fully set forth herein.

R. Notice: Except as otherwise specified in this License, any notice or other communication required or permitted by this License shall be in writing and (i) delivered by first class mail, postage prepaid, or (ii) deposited into the custody of a nationally recognized overnight delivery service, as follows:

Licensor: Great Western Railway of Colorado, L.L.C.
Attn: Director of Real Estate
252 Clayton Street
Denver, Colorado 80206

Licensee: Town of Mead, Colorado
Attn: Town Engineer/Public Works Director
441 Third Street
Mead, Colorado 80542

S. Governing Laws: This License shall be governed under the laws of the State of Colorado, and the Parties attorn to the exclusive jurisdiction of the federal or state courts of the State of Colorado to deal with all actions in respect of this License. The section headings of this License have been inserted for convenience of reference only and they shall not be referred to in the interpretation of this License. This License shall be read with all changes of gender and number required by the context. Time shall be of the essence in this License and each of the provisions of it.

T. Pursuant to Colorado law, any financial obligations of Licensee contained herein that are payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available on an annual basis.

U. Nothing in this License shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the Licensee, its officials, employees, contractors, or agents, or any other person acting on behalf of the Licensee and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate as of the date of execution as set forth below:

Licensors: **Great Western Railway of Colorado, L.L.C.**

Licensee: **Town of Mead, Colorado**

By:

By:

Date:

Date:

Exhibit A



APPLICATION PROCESS & INSTRUCTIONS

Telephone (303) 398-0400, Fax (866) 351-9503

PUBLIC GRADE CROSSING APPLICATION

It is the Railroad's policy that two existing grade crossings must be removed for one new grade crossing installation to be approved. INCOMPLETE applications may result in processing delays. Applications submitted without the required fees will not be processed.

If this application is approved, applicant agrees to reimburse the railroad for any cost incurred by the applicant incident to installation, maintenance, and/or supervision necessitated by this installation and further agrees to assume all liability for accidents or injuries which arise as a result of this installation. A non-refundable fee in the amount of \$4,500 USD (\$5,708 CAD) is due with the application. In addition, fees will be assessed pursuant to a written crossing agreement.

(Be sure to list the check number(s) at the bottom of the cover sheet AND application)

Make check(s) payable to:

OmniTRAX Inc.
C/O AR Real Estate Department
252 Clayton Street
Denver, CO 80206

(As information, future payments will also be sent to the address listed above.)

If the submitted application and/or plans require review by an environmental (HAZMAT) or other outside consultants, it will solely be at the applicant's expense and in addition to the aforementioned fees.

Once an executable Public Grade Crossing agreement is submitted to you, the agreement must be fully negotiated and executed within thirty (30) days. Thereafter, the application and materials will be archived and resubmission (including fees) will be required.

Canadian residents/businesses, this fee is a taxable supply, please include applicable GST

PLEASE INITIAL HERE INDICATING YOUR UNDERSTANDING OF THIS POLICY: _____

CHECK NUMBER(S): _____





PUBLIC GRADE CROSSING APPLICATION

Telephone (303) 398-0400, Fax (866) 351-9503

SECTION 1: TO BE COMPLETED FOR ALL CROSSINGS

1. Complete Legal Name of Applicant: Town of Mead
2. Agreement to be in the name of (if different from above): _____
3. Type of Entity (please mark one): Corporation ___ LLC ___ Individual ___ Municipality Partnership ___ General ___ Limited ___ Other _____
4. If applicable, state/province of incorporation or organization: State of Colorado
5. Federal Tax Identification number (U.S. Leases): _____
6. Mailing Address: 441 Third Street, Mead, CO 80542
7. Overnight Delivery Service Address (if different): _____
8. Contact Person: Erika Rasmussen Title: Town Engineer/Public Works Director
9. Phone No.: (970) 805-4185 Fax No.: (_____)
10. Email: erasmusen@townofmead.org
11. Email Address Where Notices Can be Sent to: erasmusen@townofmead.org
12. **Billing Contact Name, Phone Number, and Address Required:**
Erika Rasmussen, (970) 805-4185, 441 Third Street, Mead, CO 80542

13. Type of Road Crossing:

<input type="checkbox"/> Private Farm Crossing	<input type="checkbox"/> Private Commercial Crossing	<input type="checkbox"/> Contractor's Crossing
<input type="checkbox"/> Pedestrian Overpass	<input type="checkbox"/> Pedestrian Underpass	<input checked="" type="checkbox"/> Other <u>Existing Crossing Widening</u>
<input checked="" type="checkbox"/> Existing Crossing	<input type="checkbox"/> New Installation	<input type="checkbox"/> Relocation
<input checked="" type="checkbox"/> Permanent Use	<input type="checkbox"/> Temporary Use for _____ Mos.	<input checked="" type="checkbox"/> Reconstruction
14. Crossing will be used to access Welker Ave
15. Proposed Width of Crossing: 104 feet
16. Desired Material for Crossing (circle one): Wood Planks / Concrete / Asphalt / Rubber / Other Concrete
17. Type of Vehicles to be driven over crossing:

<input checked="" type="checkbox"/> Passenger Cars	<input type="checkbox"/> Recreational Vehicles	<input type="checkbox"/> Pickups
<input type="checkbox"/> Farm Equipment	<input type="checkbox"/> Heavy Construction Equipment	<input type="checkbox"/> Other _____
18. Approximate number of daily one way trips over the crossing 3223 ADT
19. Name of Owner of Property to be served by crossing Town of Mead
20. Address if different than above _____
21. Railroad being crossed: Great Western
22. Milepost (application will not be processed without a MP) 0008.36
23. Crossing is located in the: SE 1/4 Section 16, Township 3N, Range 68W
(Example: SE ¼ of NW ¼ Section 15, Township 39N, Range 12E)
- In/Near the City of Mead County Weld State CO

Attach a legal description of your property to be served by the crossing and a property or county map showing the location of the crossing. Indicate on the map the distance measured along the track between the crossing and fixed objects in the vicinity (i.e., bridge, culvert, railroad mile marker, public road).



PUBLIC GRADE CROSSING APPLICATION

Telephone (303) 398-0400, Fax (866) 351-9503

SECTION 2: TO BE COMPLETED FOR EXISTING CROSSINGS ONLY

Name(s) of previous users of crossing Town of Mead

Crossing is currently covered by Agreement Number N/A

Dated _____ with _____

SECTION 3: TO BE COMPLETED FOR INSTALLATION OF NEW CROSSINGS ONLY

How the property is currently accessed?
N/A

Why was the access to property not obtained from previous owner?
N/A

Desired crossing will be _____ feet () North () South () East () West

Of nearest _____ () Public () Private road crossing.

Track is in _____ ft. cut/fill Number tracks crossed _____ Track is on: () Curve Straight

SECTION 4: REQUIRED Location: Geographical Coordinates (in decimal degrees)


Latitude 40.2332174 Longitude -104.999837

By submitting this application for credit, you authorize OmniTRAX or affiliate, to make any inquiries necessary to determine credit worthiness. You release your banking instruction release details that would assist to determine credit worthiness.

I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended. Furthermore, I hereby authorize the financial institutions listed in this credit application to release necessary information to the company for which credit is being applied for in order to verify the information contained herein. Our terms of sale and service are NET 30 DAYS from the date listed on the invoice. Invoices that are beyond granted terms will be assessed a late fee of 18% APR (1.5% monthly) additional Terms and Conditions apply. A \$20.00 charge will apply for any NSF/Non-Sufficient Checks.

Date: September 13, 2023

LIST CHECK NUMBER(S): _____

Signature: Erika Rasmussen  Digitally signed by Erika Rasmussen
Date: 2023.09.13 09:12:19-06'00'

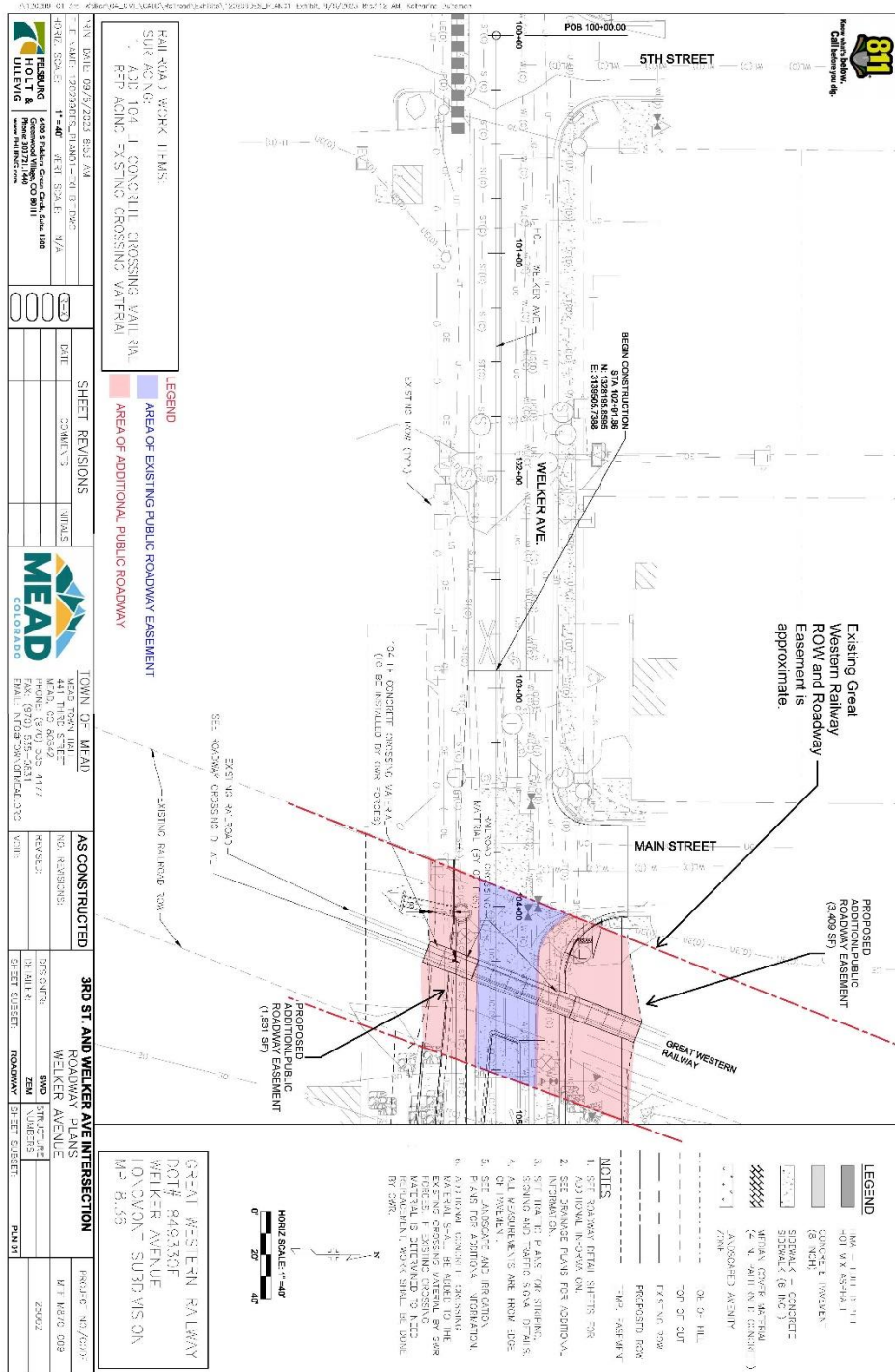
Name Printed: Erika Rasmussen

Title: Public Works Director

Phone No.: 970-222-0787

BE SURE TO RETURN THE COVER SHEET WITH YOUR APPLICATION

Exhibit B



HALL (NO. 3) WORK PHASE:
 SURVEYING:
 REFACING EXISTING VERTICAL
 REFACING EXISTING VERTICAL

LEGEND
 AREA OF EXISTING PUBLIC ROADWAY EASEMENT
 AREA OF ADDITIONAL PUBLIC ROADWAY

PROPOSED PUBLIC ROADWAY EASEMENT (3,409 SF)
 EXISTING GREAT WESTERN RAILWAY ROW AND ROADWAY EASEMENT IS APPROXIMATE

PROPOSED ADDITIONAL PUBLIC ROADWAY EASEMENT (1,991 SF)
 GREAT WESTERN RAILWAY
 DOT# 848330F
 WELKER AVENUE
 10' OVERCROSSING SUBDIVISION
 M² R. 5.6

<p>811 Call before you dig</p>
<p> VIN: 691572232 Rev. 2/14 DATE: 02/14/14 DRAWN BY: J. H. B. D. B. C. CHECKED BY: J. H. B. D. B. C. PROJECT: 104 J. CONSULTING CROSSING VERTICAL REFACING EXISTING VERTICAL REFACING EXISTING VERTICAL </p>

SHEET REVISIONS	
NO.	DESCRIPTION

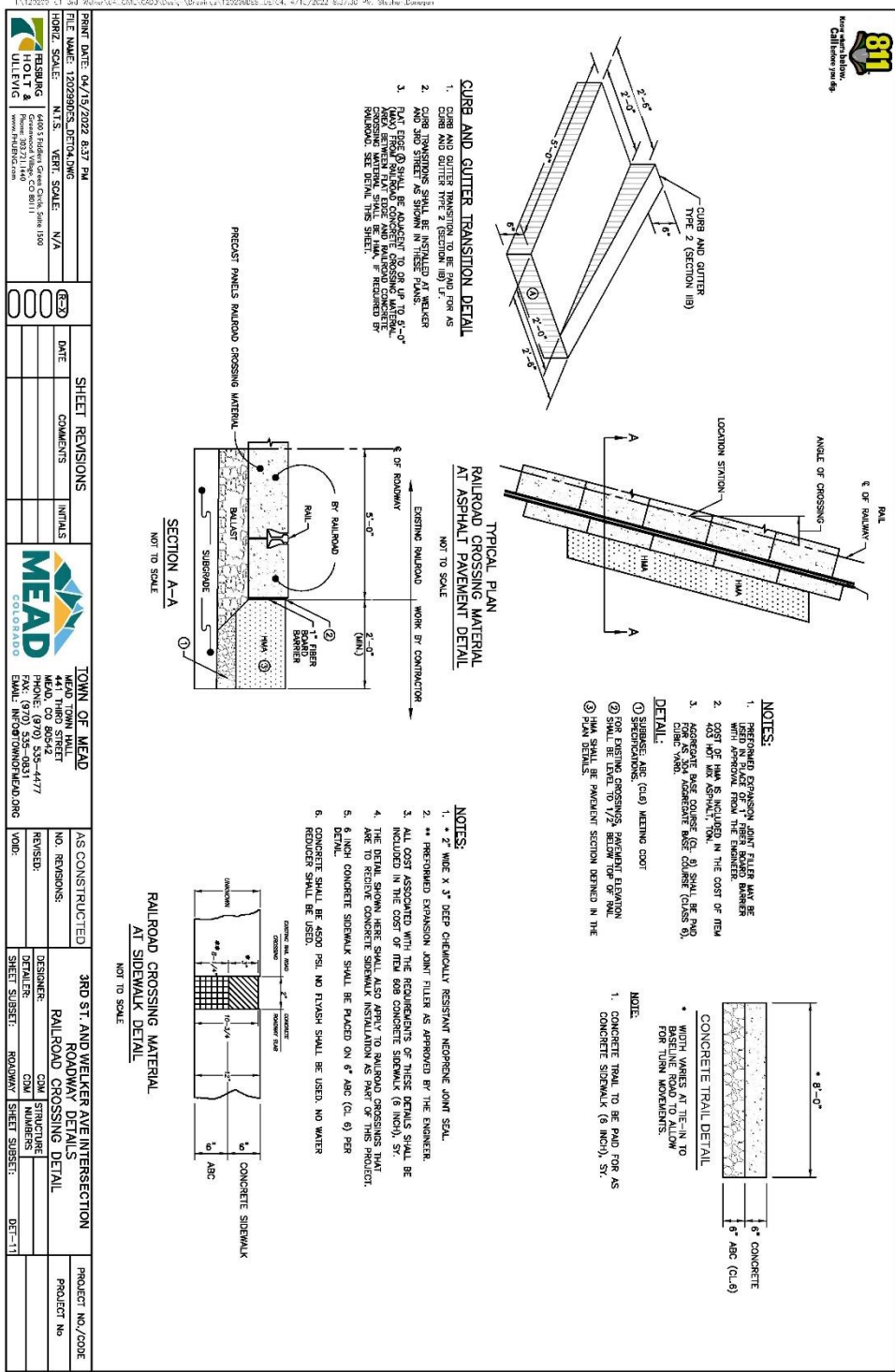
MEAD
 COLORADO
 441 THIRD STREET
 DENVER, CO 80202-4177
 PHONE: (303) 555-0631
 FAX: (303) 555-0631
 EMAIL: INFO@MEADCOLORADO.COM

TOWN OF MEAD	
MEAD TOWN HALL	
441 THIRD STREET	
DENVER, CO 80202-4177	
PHONE: (303) 555-0631	
FAX: (303) 555-0631	
EMAIL: INFO@MEADCOLORADO.COM	

AS CONSTRUCTED	
NO. REVISIONS	
REV. NO.	
REV. DATE	
REV. DESCRIPTION	

3RD ST. AND WELKER AVE INTERSECTION	
ROADWAY PLANES	
WELKER AVENUE	
3RD STREET	
ROADWAY	
SHEET NUMBER	
SHEET SUBJECT	

PROJECT: 104 J. CONSULTING CROSSING VERTICAL REFACING EXISTING VERTICAL REFACING EXISTING VERTICAL	DATE: 02/14/14
DRAWN BY: J. H. B. D. B. C.	CHECKED BY: J. H. B. D. B. C.



PRINT DATE: 04/15/2022 8:37 PM	SHEET REVISIONS		TOWN OF MEAD		AS CONSTRUCTED		3RD ST. AND WELKER AVE INTERSECTION		PROJECT NO./CODE	
FILE NAME: 12029805_DET04.DWG	N.T.S.	VERT. SCALE: N/A	DATE	COMMENTS	MEAD TOWN HALL	NO. REVISIONS:	DESIGNER:	ROADWAY DETAILS	PROJECT NO.	
HORIZ. SCALE:	N.T.S.	VERT. SCALE: N/A			441 THIRD STREET	REVISIONS:	DETAILER:	RAILROAD CROSSING DETAIL	CODE	
DESIGNED BY: HESBUNG	4401 S. Fiddlers Green Circle, Suite 1500				MEAD, NEVADA		DESIGNER:	RAILROAD CROSSING DETAIL	STRUCTURE	
DRAWN BY: HOLT &	Phone: 302.271.1444				DMV: INFO@TOWNOFMEAD.NV.GOV		DETAILER:	RAILROAD CROSSING DETAIL	NUMBERS	
CHECKED BY: ULTEVIG	www.hesbun.com						DETAILER:	RAILROAD CROSSING DETAIL	SHEET SUBSET:	
							DETAILER:	RAILROAD CROSSING DETAIL	SHEET SUBSET:	
							DETAILER:	RAILROAD CROSSING DETAIL	SHEET SUBSET:	
							DETAILER:	RAILROAD CROSSING DETAIL	SHEET SUBSET:	
							DETAILER:	RAILROAD CROSSING DETAIL	SHEET SUBSET:	

Document Path: S:\LANDRAIL_LLC\Mapping Project\GIS\GWR\CO\GWR_ Exhibits\GWR_ Exhibits.aprx

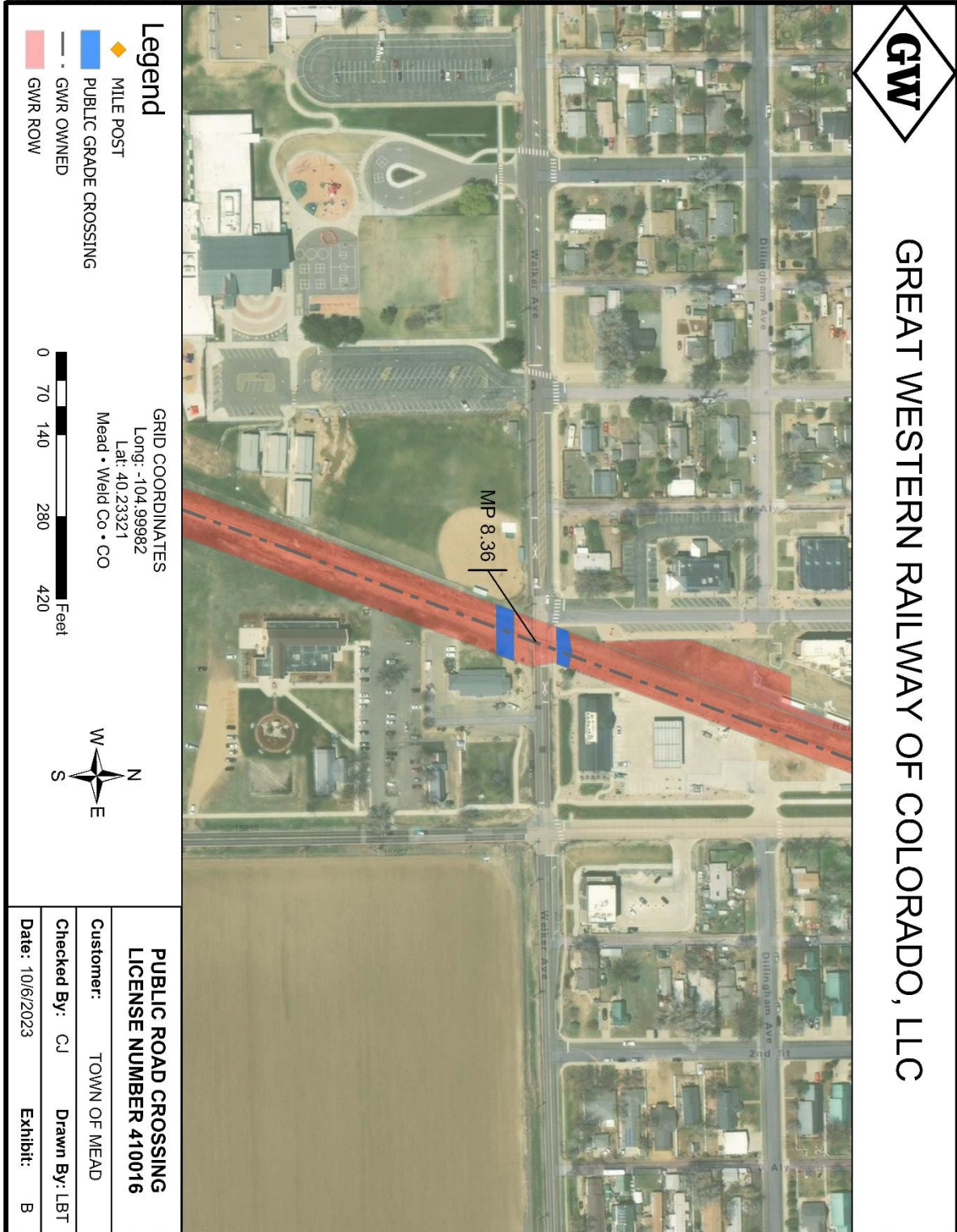


Exhibit C

Great Western Railway of Colorado - Welker Avenue Crossing Replacement						
					<i>payroll burden</i>	33%
Position	Qty	Rate	ST Hours	OT Hours	Total Cost	
Field Manager	1.00	\$ 60.00	40	-	3,192	
Total Internal Labor		1	40	-	3,192	
Material	Unit	Curr	Rate	Qty	Total Cost	
Concrete Panels	TF	USD	275.00	106	29,047	
Rail 115#	LF	USD	46.00	320	14,720	
Rail 90#	LF	USD	25.00	160	4,000	
10' Ties (Preplated- Incl. Pandrol Plates)	EA	USD	200.00	75	15,000	
Cross Ties 7"x9"x8'6"	EA	USD	85.00	100	8,500	
Cut Spike Plates	EA	USD	15.00	138	2,070	
Spikes	KEG	USD	120.00	9	1,080	
115# ANCHORS	EA	USD	3.00	788	2,364	
RAIL JOINT WELD	EA	USD	1,500.00	10	15,000	
BALLAST	TONS	USD	38.00	130	4,940	
6" PERFORATED PIPE	LF	USD	10.00	251	2,513	
ASPHALT BASE	TONS	USD	250.00	50	12,500	
Pandrol Clips	EA	USD	5.00	300	1,500	
Total Material					113,233	
Contract Services	Vendor	Curr	Rate	Qty	Total Cost	
Crossing Replacement		USD	750.00	106	79,219	
Install Crossties		USD	75.00	100	7,500	
Traffic Control		USD	15,000.00	1	15,000	
Paving		USD	250.00	137	34,250	
Total Contract Services					135,969	
Other Capital	Vendor	Curr	Rate	Qty	Total Cost	
Administrative Costs		USD	260,320.46	5%	13,016	
Total Other Capital					13,016	
Taxes		Curr	Rate		Total Cost	
Sales Tax		USD	1.070		7,926	
Total Taxes					7,926	
Total Welker Avenue Crossing Replacement Cost					273,336	
Funding	Amount	Payment Terms			Total Funding	
Funding	273,336.48	100%	-	-	273,336	
Total Funding		273,336	-	-	273,336	



Agenda Item Summary

MEETING DATE: November 27, 2023

SUBJECT: **Ordinance No. 1049** – An Ordinance of the Town of Mead, Colorado, Amending Sections 16-1-150, 16-3-80 – TABLE 3.3, 16-3-90(g), AND 16-11-40(9) of the *Mead Municipal Code*, Regarding Floor Area Ratio Standards for Development

PRESENTED BY: Collin Mieras, Planner II

SUMMARY

Staff is proposing text amendments to Chapter 16 – Land Use Code of the Mead Municipal Code (“MMC”) relating to density and dimensional standards for lots and structures. Specifically, the proposed text amendments aim to eliminate floor area ratio (FAR) standards (“Text Amendments”). The Text Amendments are laid out with specificity in Exhibit A to Ordinance No. 1049 (“Ordinance”). The Planning Commission recommended approval of the Text Amendments after a public hearing at their regular meeting on November 15, 2023.

Staff also made recommendations to the Planning Commission regarding text amendments to Section 16-3-90(e)(2) to establish set distances that non-foundational flatwork, such as walkways, patios, driveways, and parking lots, can encroach into the setbacks of a property. The Planning Commission, at their November 15, 2023, regular meeting, unanimously voted to not adopt the separate resolution for the establishment of set distances for encroachment of non-foundational flatwork into setbacks. Staff has subsequently elected to not bring forward the proposed text amendments to Section 16-3-90(e)(2) at this time.

This AIS recommends that the Board of Trustees approve the proposed Text Amendments to Sections 16-1-150, 16-3-80 – Table 3.3, 16-3-90(g), and 16-11-40(9) of the Mead Municipal Code.

OVERVIEW

FAR is the gross floor area of a building on a lot divided by the total area of the lot. For example, a 25,000 square-foot, one-story building located on a 100,000 square-foot lot would have a FAR of .25. See the provided attachment for a graphic representation of FAR.

A FAR maximum is typically used in land use codes to control the intensity of a development. Staff has found that the FAR maximum in the MMC is unnecessary as other density and dimensional standards already appropriately limit the intensity of development. Therefore, the Text Amendments include the following:

- Amend Section 16-1-150 to delete the definition of the term “floor area ratio.”
- Amend Section 16-3-80. – Table 3.3, which outlines the Density and Dimensional Standards for zoning districts in the Town. The proposed amendment removes the maximum Floor Area Ratio (FAR) standard from the table, as well as references to FAR.
- Amend Section 16-3-90(g) to remove the explanation of how FAR is to be measured.

- Amend Section 16-11-40(9) to eliminate the FAR standard for manufactured housing (for which the MMC includes lot and structure area dimensional standards).

REVIEW CRITERIA ANALYSIS

Zoning Amendment Review Criteria (MMC Section 16-3-160. Amendments)

The criteria by which text amendments to Chapter 16 of the Code (“Land Use Code”) are evaluated are set forth in Section 16-3-160(f), *Criteria for text amendments to the Zoning Code*. This subsection reads as follows:

For the purpose of establishing and maintaining sound, stable and desirable development within the Town, the text of this Article shall not be amended except:

- (1) To correct a manifest error in the text of this Article; or
- (2) To provide for changes in administrative practices as may be necessary to accommodate changing needs of the community and the Town staff; or
- (3) To accommodate innovations in land use and development practices that were not contemplated at the adoption of this Article; or
- (4) To further the implementation of the goals and objectives of the Town Comprehensive Plan.”

Only one of the review criteria listed above must be met for the proposed Text Amendments to be approved. Staff believes the Text Amendments meet the following criteria:

- (2) *To provide for changes in administrative practices as may be necessary to accommodate changing needs of the community and the Town staff;*

Staff has found that the use of FAR in the MMC is unnecessary, as the MMC includes other density and dimensional standards that control the intensity of development. These standards include maximum lot coverage, height, and dwelling units per acre, as well as on-site parking and landscaping requirements.

When the FAR maximum is implemented along with the other density and dimensional standards listed above, it becomes increasingly complicated and burdensome for the developer to design their site and meet all the standards. Taking out the FAR maximum will allow for property owners to have more flexibility in designing their site, while still being limited by the other density and dimensional standards to the appropriate intensity of use for the property.

FINANCIAL CONSIDERATIONS

N/A

STAFF RECOMMENDATION/ACTION REQUIRED

Staff finds that the proposed Text Amendments, as outlined, satisfactorily meet the criteria for approval as set forth in Section 16-3-160(f) of the MMC and request that the Board of Trustees approve Ordinance No. 1049, Amending Sections 16-1-150., 16-3-80 – Table 3.3, 16-3-90(g), and 16-11-40(9) regarding floor area ratio standards for development via the following motion:

Suggested Motion:

“I move to approve Ordinance No. 1049 - An Ordinance of the Town of Mead, Colorado, Amending Sections 16-1-150, 16-3-80 – TABLE 3.3, 16-3-90(g), AND 16-11-40(9) of the *Mead Municipal Code*, Regarding Floor Area Ratio Standards for Development.”

ATTACHMENTS

Ordinance No. 1049

FAR Representation Graphic

EXHIBIT A to Ordinance: Text Amendments shown with additions underlined and deletions in strike-through

**TOWN OF MEAD, COLORADO
ORDINANCE NO. 1049**

**AN ORDINANCE OF THE TOWN OF MEAD, COLORADO,
AMENDING SECTIONS 16-1-150, 16-3-80 – TABLE 3.3, 16-3-90(g), AND 16-11-40(9)
OF THE MEAD MUNICIPAL CODE, REGARDING FLOOR AREA RATIO STANDARDS
FOR DEVELOPMENT**

WHEREAS, in accordance with Section 16-3-160 of the Town of Mead Municipal Code ("MMC"), amendments to the text of Chapter 16 of the MMC may be initiated by the Board of Trustees, the Planning Commission, the Town Staff or written application of any property owner or resident of the Town; and

WHEREAS, certain text amendments are required to be reviewed by the Planning Commission at a public hearing; and

WHEREAS, following review and consideration of the Board of Trustees following a public hearing, text amendments to Chapter 16 of the MMC are enacted by Ordinance;

WHEREAS, Town Staff proposed certain text amendments to Sections 16-1-150, 16-3-80- Table 3.3, 16-3-90(g), and 16-11-40(9) of the MMC, regarding floor area ratio standards for development, as shown in **Exhibit A** attached to this Ordinance (collectively, the "Amendments"); and

WHEREAS, the Planning Commission considered the Amendments at a duly noticed public hearing on November 15, 2023, and recommended approval of the Amendments by Resolution No. 08-PC-2023; and

WHEREAS, at the same public hearing on November 15, 2023, the Planning Commission also considered certain Staff-initiated text amendments to Section 16-3-90(e)(2) of the MMC (regarding encroachments into setbacks); and

WHEREAS, a Planning Commission resolution recommending approval of the amendments to Section 16-3-90(e)(2) (regarding encroachments into setbacks) to the Board of Trustees was not adopted; and

WHEREAS, Town Staff has elected to not bring forward the proposed amendments to Section 16-3-90(e)(2) of the MMC to the Board at the current time; and

WHEREAS, in accordance with applicable requirements of the MMC, the Town Clerk has caused a notice of the Board of Trustees public hearing, regarding the Amendments, to be published no later than fifteen (15) days prior to the public hearing in a newspaper of general circulation; and

WHEREAS, the Board of Trustees considered the Amendments at a duly noticed public hearing on November 27, 2023; and

WHEREAS, the Board of Trustees desires to approve the Amendments as specifically set forth in **Exhibit A** attached hereto, finds that the approval of the Amendments is in the best interest of the health, safety, and welfare of the public, and further finds that the criteria for text amendments to the zoning code set forth in Section 16-3-160(f) have been satisfied.

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

Section 1. Recitals incorporated. The recitals contained above are incorporated herein by reference and are adopted as findings and determinations of the Board of Trustees.

Section 2. Amendment. The Amendments set forth in **Exhibit A** of this Ordinance are hereby approved.

Section 3. Effective Date. This Ordinance shall be published and become effective as provided by law.

Section 4. Remaining Provisions. Except as specifically amended hereby, all other provisions of the MMC shall continue in full force and effect.

Section 5. Instructions to Codifier. The codifier of the MMC is hereby authorized to make such numerical, technical and formatting changes as may be necessary to incorporate the Amendments set forth in **Exhibit A** of this Ordinance within the MMC.

Section 6. Severability. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the ordinance. The Board of Trustees hereby declares that it would have passed the ordinance including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more part, section, subsection, sentence, clause or phrase is declared invalid.

Section 7. Repealer. All ordinances or resolutions, or parts thereof, in conflict with this ordinance are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such ordinance nor revive any ordinance thereby.

Section 8. Certification. The Town Clerk shall certify the passage of this ordinance and make not less than one copy of the adopted Code available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 27TH DAY OF NOVEMBER, 2023.

ATTEST:

TOWN OF MEAD

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

By: _____
Colleen G. Whitlow, Mayor

EXHIBIT A

Amendments – Mead Municipal Code Sections 16-1-150, 16-3-80 – Table 3.3, 16-3-90(g), and 16-11-40(9)

Section 16-1-150 is hereby amended to delete the definition of Floor Area Ratio (FAR), as shown below in strike-through. Section 16-1-150 shall remain unchanged except as explicitly provided in this Exhibit A.

~~*Floor Area Ratio (FAR) means the amount of gross floor area of all principal buildings on a lot or block, as the case may be, divided by the total area of such lot, or the block size, respectively, on which such buildings are located. For mixed use blocks, the residential square footage shall be added to the commercial development for a total block FAR.*~~

Section 16-3-80 – Table 3.3 is hereby amended as reflected below, with additions shown underlined and deletions in strike-through.

[Attached beginning on the following page.]

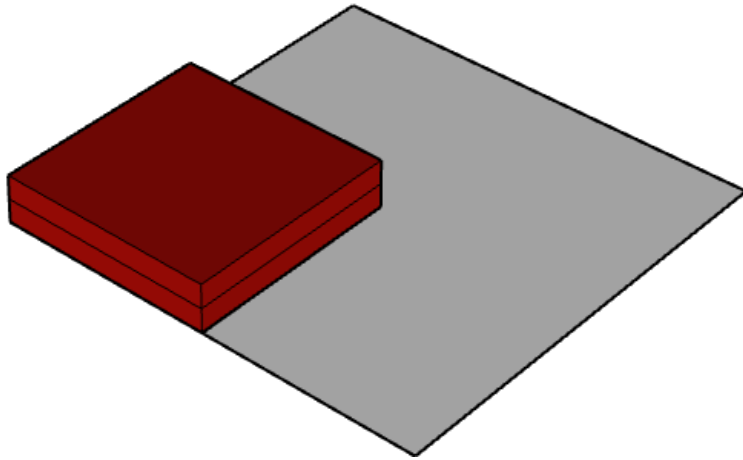
Section 16-3-90(g) is hereby amended as shown below, with additions underlined and deletions in strike-through. Section 16-3-90 shall remain unchanged except as explicitly provided in this Exhibit A.

- (g) *Floor Area Ratio (FAR)* is measured as the ~~gross floor area~~ of all buildings on a lot or parcel, divided by the lot ~~area~~. ~~$Floor Area Ratio = \frac{Gross Floor Area}{Lot Area}$~~ Reserved.

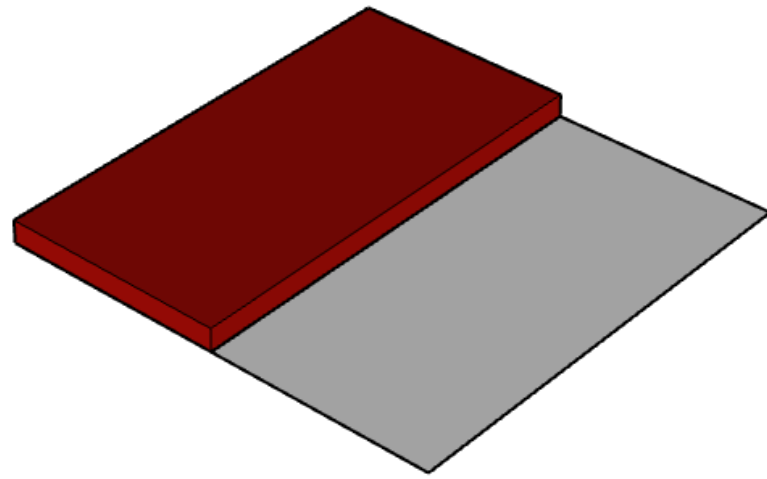
Section 16-11-40(9) is hereby amended as shown below, with additions underlined and deletions in strike-through. Section 16-11-40 shall remain unchanged except as explicitly provided in this Exhibit A.

- (9) *Floor area ratio*: ~~not to exceed 0.4~~. Reserved.

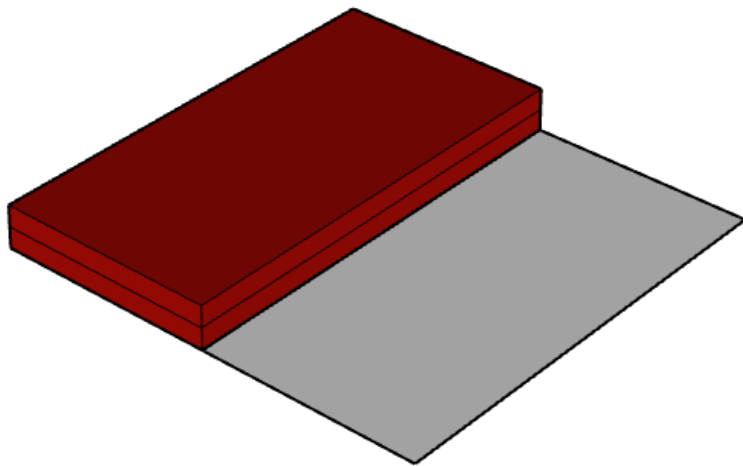
Floor Area Ratio (FAR) Graphic



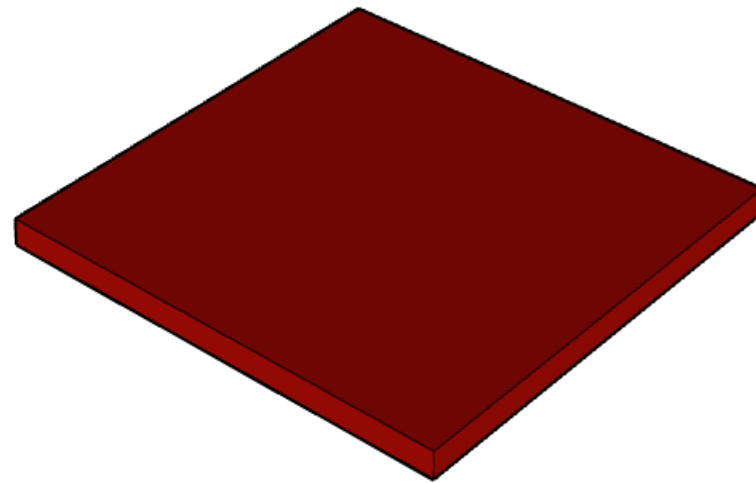
FAR: .5
Stories: 2
Lot Coverage: 25%



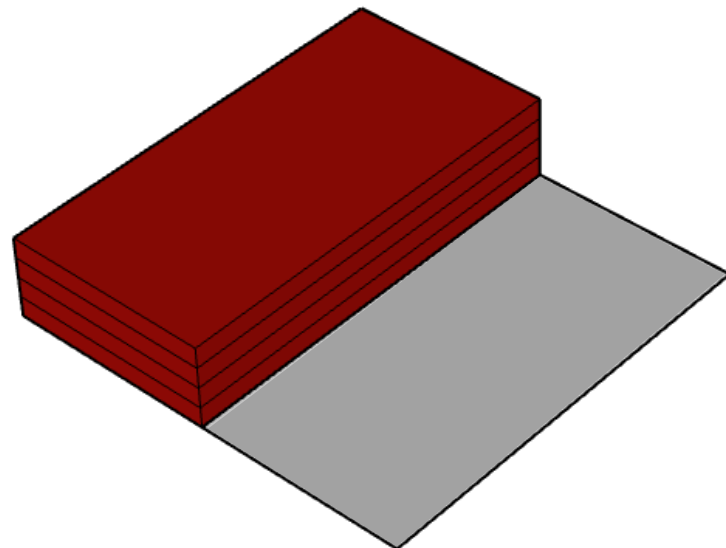
FAR: .5
Stories: 1
Lot Coverage: 50%



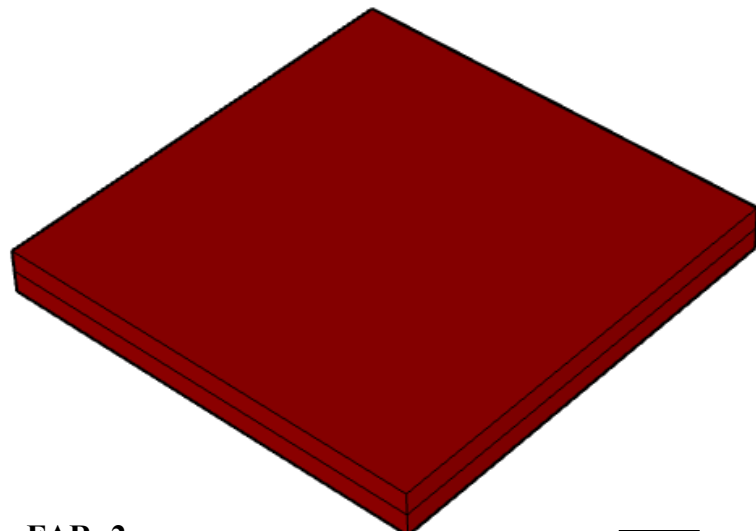
FAR: 1
Stories: 2
Lot Coverage: 50%



FAR: 1
Stories: 1
Lot Coverage: 100%



FAR: 2
Stories: 4
Lot Coverage: 50%



FAR: 2
Stories: 2
Lot Coverage: 100%

Sec. 16-3-80. - Density and dimensional standards.

Table 3-3 lists the density and dimensional standards that apply within zoning districts. These are base standards, not guarantees that stated minimums or maximums can be achieved on every site. Other regulations of this land use code or site-specific conditions may further limit development.

Zoning district	Density (dwelling units per acre)		Minimum lot size (net) ^{7, 15}		Min. Street Frontage ⁴ (feet)	Minimum Setbacks Principal/Accessory ^{9, 5}			Max. Lot Coverage (%)	Max. FAR^{5, 15}	Max. Building Size ³ (sq. ft.)	Max. Height (feet)
	Max	Min.	Area (sq. ft.)	Width (ft.)		Street ¹ (feet)	Side ² (feet)	Rear (feet)				
Residential Zoning Districts												
RSF-E	1 per 2.5 Ac.	na	2.5 Ac	100	50	20/25	15/5	25/10	15	na	na	35/30
RSF-1	1.0	2.5	43,560	100	50	20/25	15/10	30/10	20	na	na	35/30
RSF-4 ⁸	4	2	6,250	50	40	20/25	5/5	25/10	50	na	na	35/30
RMF-8	8	4	5,000 ^{7, 15}	50 ¹⁵	20	20/25 ¹⁵	See Notes 10, 15	25/10 ¹⁵	70	0.45	na	35/30
RMF - 14	14	8	4,000 ^{7, 15}	40 ¹⁵	20	20/25	5/5	25/10 ¹⁵	75	0.75	na	47
Nonresidential zoning districts												
DMU	14	na	5,000 ¹⁵	50 ¹⁵	na	0/0 ^{11, 15}	0/0 ^{6, 15}	0/0 ^{6, 15}	100	4.00	15,000	40
HC	8	na	7,500	50 ¹⁵	na	20/25 ¹⁵	0/0	0/0 ⁶	75	0.50		40
GC	8	na	1 ac ¹⁵	50 ¹⁵	na	20/25 ¹⁵	0/0	0/0 ⁶	80	0.50	125,000 per business use	40
LI	8	na	1 ac	100	na	20/25	0/0	25/25	80	0.25		40

Rural Zoning District

Zoning district	Density (dwelling units per acre)		Minimum lot size (net) ^{7, 15}		Min. Street Frontage ⁴ (feet)	Minimum Setbacks Principal/Accessory ^{9, 6}			Max. Lot Coverage (%)	Max. FAR^{5, 7}	Max. Building Size ³ (sq. ft.)	Max. Height (feet)
	Max	Min.	Area (sq. ft.)	Width (ft.)		Street ¹ (feet)	Side ² (feet)	Rear (feet)				
AG	1 per 5 Ac.	na	na	na	na	na	na	na	na	na	na	na

Notes to Table 3-3

- ¹ Garages with street facing doors shall be setback 23 feet from the street property line in all urban residential zones. Garages may be up to 5 feet in front of enclosed living areas of the home.
- ² Side setbacks for accessory structures apply to those that are located on the rear half of the lot. Principal setbacks apply to accessory structures that are not located on the rear half of the lot.
- ³ Buildings in excess of stated maximum size limits may be approved in accordance with the Conditional Use Permit procedures in this Code.
- ⁴ Minimum street frontage on a cul-de-sac is reduced to 30 feet.
- ⁵ ~~FAR = Floor Area Ratio. Reserved for future note.~~
- ⁶ Five (5) foot setback between adjacent residential uses, ten (10) foot setback between residential zone or use and a commercial use.
- ⁷ In RSF-4 and all RMF districts the minimum lot area is required for each dwelling unit.
- ⁸ In RSF-4 districts, lot size may be reduced by not more than ten percent (10%), provided that the overall average lot size within the district is 6,250 square feet, (i.e., total area within the lots/number of lots = 6,250 square feet) The ten percent (10%) lot reduction provision does not trigger the clustering of lots as provided in Section 16-3-110(4).
- ⁹ A Principal structure is defined as the structure containing the principal use on the property including structures which are attached to and architecturally integrated with the principal structure. An accessory structure is defined in other sections of this Code.
- ¹⁰ RMF-8 Side yard setbacks for single family residences require a minimum of 5 feet from side lot line on one side and a minimum of 10 feet from side lot line on the other side retaining a minimum separation between adjacent principal structures of 15 feet. Accessory structures may be located 3 feet from side lot line. Multi-family setbacks for principal structures are 20 feet minimum from one side yard property and a minimum of 5 feet from the other side property line retaining a required minimum separation of 25 feet between multi-family principal structures on adjacent lots. Accessory structures to multi-family structures must be set back 5 feet from the property line.
- ¹¹ In DMU districts the minimum street setback for residential property is 20/25.
- ¹² In RSF-4 districts, on corner lots, the side lot line adjacent to a street shall have a minimum setback of 15 feet.
- ¹³ In RSF-4 districts, ranch style homes may have a maximum lot coverage of 60%.
- ¹⁴ General Note: See the Alternative Residential Development Standards of this Code for additional information regarding Flagpole Lots, Attached Line and Cluster Development.

¹⁵ Single-Family Attached Density and Dimensional Standards:

(1) The minimum lot size shall be one thousand six hundred (1,600) square feet.

~~(2) FAR calculation shall not apply to this type of development.~~

~~(3)~~(2) The front setback shall be ten (10) feet from the lot line, rear setback shall be twenty (20) feet, side setbacks shall be zero (0) for interior lots and ten (10) feet for end or corner lots, or the same as the underlying zone district.

~~(4)~~(3) For additional clarification, refer to Land Use Code Section 16-3-110 alternative residential development options (2)a., (2)b., and (2)c.