# City of Woodland Park

## City Council

November 18, 2021 at 7:00 PM

## AGENDA

1. **CALL TO ORDER AND ROLL CALL**
   - **A.** Presentation of the Flag by Cub Scout Pact #20.
2. **PLEDGE OF ALLEGIANCE**
3. **CEREMONIES, PRESENTATIONS AND APPOINTMENTS**
   - **A.** Thank you from the Salute to Veteran's Rally organizers to the City of Woodland Park.
     (Presenter, Committee Chairman Ray McPeek)
   - **B.** Presentation regarding Envida (formerly Amblicab) and their services now offered in Woodland Park.
     (Presenter Leslie Patterson, Health Care Mobility Manager)
   - **C.** Thank you to the Greater Woodland Park Chamber of Commerce and President Debbie Miller for all of their hardwork and dissemination of information during the COVID-19 pandemic.
     (Presenter Mayor Pro-tem Hilary LaBarre)
   - **D.** Presentation of the 2030 Envision Woodland Park Comprehensive Plan by consultant Jennifer Gardner, Senior Planner with Logan Simpson.
     (Presenter, Planning Director Sally Riley)
   - **E.** Consider the appointment of Shawn Marie Nielsen to the Planning Commission.
     (Presenter, Deputy City Manager/City Clerk Suzanne Leclercq)
   - **F.** Proclamation declaring Saturday, November 27, 2021 as Shop Small Saturday.
     (Gail Wingerd, Program Manager Main Street)
4. **ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA**
5. **CONSENT CALENDAR**
   - **A.** Approval of the October 21, 2021 ***(tabled from the November 4, Council Meeting )*** and November 4, 2021 Regular City Council Meeting Minutes.
     *(Presenter, Deputy City Manager/City Clerk Suzanne Leclercq)*
   - **B.** Approve the August 2021 Statement of Expenditure Report and authorize the Mayor to sign Warrants in payment thereof. ***(Tabled from the November 4, 2021 City Council Meeting)***
6. **PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA (1)**
7. **UNFINISHED BUSINESS**

(Public Comment may be heard (1))

## 8. ORDINANCES ON INITIAL POSTING

(Public comment may be heard (1))

**A.** Consider on initial posting Ordinance No. 1407, Series 2021 an Ordinance Appropriating Sums of Money to the Various Funds, in the amounts and for the purpose as set forth below, for the City of Woodland Park, Colorado for the 2022 Budget Year for General Fund (100) ***(A)***
*(Presenter Finance Director Aaron Vassalotti)*

**B.** Consider on initial posting Ordinance No. 1408, Series 2021 an Ordinance Approriating Sums of Money to the Various Funds, In the Amounts and for the purpose as set forth below, for the City of Woodland Park, Colorado for the 2022 Budget Year for all funds except the General Fund (100). ***(A)***
*(Presenter Finance Director Aaron Vassolotti)*

**C.** Consider on initial posting Ordinance No.1409, Series 2021 for a Conditional Use Permit, Preliminary Plat and Site Plan Review for Tamarac Parc, a multi-family residential development consisting of 55 townhomes and 3 apartment buildings (112 units) on 12.44 acres with a gross density of 13.46 dwelling units / acre on Lots 6 and 7, Tamarac Tech Park Filing No. 5 (adjacent to SH 67 and Tamarac Parkway) in the Multi-Family Residential Urban (MFU) zone as requested by Jack Bestall (Applicant) and Mountain Starr Investments LLC (Property Owner) and set the public hearing for December 2, 2021. ***(QJ)***
*(Presenter, Planning Director Sally Riley)*

## 9. PUBLIC HEARINGS

(Public comment may be heard (1))

**A.** Approval of an Off Premise Fermented Malt Beverage Liquor License for Alpine Highlands Inc., dba Valero located at 520 West US Highway 24, Woodland Park, Colorado. ***(QJ)***
*(Presenter Deputy City Manager/City Clerk, Suzanne Leclercq)*

**B.** Approval of Foster's Addition, Filing No. 4 minor subdivision as requested by Stacked Hands, LLC (David Mijares, applicant and property owner) for a replat of Lots 10, 11 & 12, Block 14, Foster's Addition (110 Chester Avenue) in the Urban Residential (UR) zone. **(QJ)**
(Presenter, Planning Director Sally Riley)

## 10. NEW BUSINESS

(Public comment may be heard (1))

**A.** Approve Resolution No. 882, Series 2021 to endorse Envision 2030 Woodland Park Comprehensive Plan as requested by the Woodland Park Planning Commission**. (A)**

(Presenter, Planning Director Sally Riley)

**B.** Approve the Intergovernmental Agreement (IGA) with the Colorado Department of Transportation (CDOT) to obtain Stimulus Relief Funds in the amount of $200,000 to be used for the resurfacing of Baldwin Street and Rampart Range Road from US24 to Kelley's Road and direct the Mayor Protem to execute the IGA. (A)
(Presenter, Planning Director Sally Riley)

## 11. REPORTS

(Public comment not necessary)

**A.** Mayor’s Report

**B.** Council Reports

**C.** City Attorney’s Report

**D.** City Manager’s Report

## 12. ADJOURNMENT

*Per Ordinance No. 1391, Series 2021 posted on the City Website

**Key to agenda abbreviations:**

(**A) Administrative-** matters involving day-to-day decisions such as approving contracts, hiring staff and the procurement of goods and services. Administrative actions generally do not require formal actions by the elected body.

**(L)Legislative-** typically in the policy arena; legislative matters affect large areas and large groups of people, such as enacting dog regulations or amending the City code. Legislative action generally involves motions, resolutions and ordinances.

**(QJ)Quasi-Judicial-** apply general rules to a specific interest, such as zoning change affecting a single piece of property, or a special use permit. Quasi-Judicial actions generally involve adjudication, sometimes in writing, but not a resolution or ordinance. Decision for Quasi-Judicial proceedings are made exclusively based upon the testimony presented on the record. Ex-parte communication (communication outside the official hearing) between elected officials and citizens is not permitted on Quasi-Judicial

# STAFF REPORT

**TO:** Mayor Pro-Tem LaBarre and City Council

**FROM:** Suzanne Leclercq, Deputy City Manager/City Clerk

**DATE:** November 18, 2021

**SUBJECT:** Consider the appointment of Shawn Marie Nielsen to the Planning Commission. (Presenter, Deputy City Manager/City Clerk Suzanne Leclercq)

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**BACKGROUND:** *(Tabled from the November 4, 2021 Council Meeting)* - There are currently two vacancies on the Planning Commission. One term expires on 1/1/2021 and one term expires on 1/1/2023. The City Clerk's Office received an application from Shawn Marie Nielsen. Ms. Nielsen meets the residency criteria to be a member of the Planning Commission. Ms. Nielsen will be in attendance at the Council Meeting to answer any questions the Council may have.

**RECOMMENDATION:** After Council interview and consideration, move to approve Shawn Marie Nielsen to the Planning Commission.

**ATTACHMENTS:** 1. planning application

# STAFF REPORT

**TO:** Mayor Pro-Tem LaBarre and City Council

**FROM:**

**DATE:** November 18, 2021

**SUBJECT:** Proclamation declaring Saturday, November 27, 2021 as Shop Small Saturday. (Gail Wingerd, Program Manager Main Street)

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**BACKGROUND:**

**RECOMMENDATION:**

**ATTACHMENTS:** None

City of Woodland Park

**City Council**

October 21, 2021 at 7:00 PM

# MINUTES

## 1. CALL TO ORDER AND ROLL CALL

Prior to the regularly scheduled Council Meeting, the City Council held a work session. City Manager Lawson presented the proposed Budget Message for the 2022 budget year for the City of Woodland Park.

Mayor Pro-tem LaBarre called the regularly scheduled council meeting to order at 7:00 PM.

Interim Police Chief Steve Hassler introduced newly hired Interim Deputy Chief Rodney Gerhett. Deputy Chief Gerhett shared his experience with the Council and Council welcomed him to the City.

Deputy City Manager/City Clerk Leclercq called roll with the following members of City Council present: Mayor Pro-tem LaBarre, Councilmember Alfierie, Councilmember Case, Councilmember Nakai, Councilmember Neal and Councilmember Zuluaga..

The following staff members appeared in person: City Manager Michael Lawson, City Attorney Geoff Wilson, Deputy City Manager/City Clerk Suzanne Leclercq, Assistant to the City Manager Rob Felts, Planning Director Sally Riley, Deputy City Manager/Director of Operations Kip Wiley and, Marketing and Communications Coordinator Grace Johnson.

## 2. PLEDGE OF ALLEGIANCE

## 3. CEREMONIES, PRESENTATIONS AND APPOINTMENTS

**A.** Proclamation declaring Harold Ahrendt Day in celebration of Harold Ahrendt's 100th birthday.

Mayor Pro-tem LaBarre invited Harold Ahrendt to the podium to say a few words. Harold shared some stories of his time serving during World War II. Mayor Pro-tem LaBarre presented Harold with a city coin and read a proclamation into the record declaring October 21, 2021 as Harold Ahrendt Day. (:11)

**B.** Consider appointment of George Jones to the Charter Review Committee.

City Clerk Leclercq reviewed with Council that there are currently two openings on the Charter Review Committee. Leclercq shared with the Council that she had received an application from George Jones interested in becoming a member of the Charter Review Committee. Leclercq also noted that George Jones had attended the last two Charter Review Committee meetings as an observer. Leclercq shared with the Council that Jones was in the audience and available for questions. (19:16)

**MOTION:** To appoint George Jones to the Charter Review Committee. Case/Nakai. Motion carried 6-0.

**C.** Proposal to host the Salute to Veterans Rally 2022 in the City of Woodland Park. *(Presenter, Event Organizer Jim Wear)*

JIm and Pam Wear shared a presentation with the Council regarding the Salute to American Veterans Rally for 2022. (24:50)

## 4. ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA

## 5. CONSENT CALENDAR

**A.** Approval of the October 7, 2021, Regular City Council Meeting Minutes. ***(A)*** *(Presenter, Deputy City Manager/City Clerk Suzanne Leclercq)*

City Clerk Leclercq shared the Consent Calendar with the Council.

**MOTION**: Approval of the October 7, 2021 Regular City Council Meeting Minutes. Nakai/Case. Motion carried 6-0. (49:37)

## 6. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA

DeAnn Bettemann shared that she was a member of the Citizens Academy. Betteman shared that she was considering volunteering for a committee and wanted to encourage the Council to practice teamwork and listen to each other. (51:09)

## 7. UNFINISHED BUSINESS

None

## 8. ORDINANCES ON INITIAL POSTING

(Public comment may be heard (1))

## 9. PUBLIC HEARINGS

(Public comment may be heard (1))

**A.** Consider Ordinance No. 1404 a request by Woodland Park Community Church (Applicant & Property Owner) to rezone from Suburban Residential (SR) to Community Commercial (CC) to continue a preschool use on Lot 2, Park View Estates Filing 2 (800 Valley View Drive) in the Suburban Residential (SR) zone. ***(QJ)***
*(Presenter, Planning Director Sally Riley)*

Planning Director Sally Riley reviewed her Staff Report with the City Council. Riley shared that this 5.41 acre site is currently zoned Suburban Residential (SR). The applicant would like to rezone to Community Commercial (CC) in order to continue the preschool (daycare) use. In 1994, the Church purchased the property and received permission to build the existing building when the property was zoned C-2. In 1997, the property's zone district was changed to SR during the zoning overhaul of the entire city. Staff believes this was an oversight and the property should have remained zoned commercial. Recently, the staff learned that the church's daycare center was planning to remodel their interior classrooms. The request for a building permit triggered staff's discovery that the underlying SR zone does not support a commercial daycare use, thus the need to rezone to CC.

Riley reviewed that amendments to Title 18 (including supplements, changes, modifications or repeal of boundaries or regulations) are regulated by MC 18.69.010 and City Charter Section 15.7. This section of the Municipal Code outlines the process for review and the review bodies involved, but does not provide any specific review criteria. It is staff policy to use the following review criteria when considering rezoning applications:

1. Is the proposed zoning consistent with the Comprehensive plan map? The 2010 Plan Map identifies the subject property as "Residential", which aligned with the site's 1997 zoning. However, this rezoning request will cause the Envision 2030 Comprehensive Plan Map to be updated to commercial use. (55:15)

2. Is the proposed zoning consistent with the Comprehensive Plan Goals and Objectives? Staff believes that the rezoning request meets many Plan Goals and Objectives including: Community Wellbeing Goal #2 As the population demographic in Woodland Park shifts, maintain our reputation as a child-friendly community...." Education Objective #1.1 Ensure that a diverse range of learning opportunities is accessible and available for residents, visitors and business owners of all ages. Envision 2030 DRAFT Comprehensive Plan Education Goal #1: Woodland Park values, supports and invests in the local education systems as essential instruments in community development. Quality child care options are essential for working families.

3. Have changes occurred in the surrounding properties that warrant a change in zoning classification? The tract has been used as a place of worship with preschool program since 2000. The surrounding properties are mostly built-out with high density multifamily units and lower density single family units. The demand for quality daycare for families with young children is a real and pressing change that supports this rezoning application.

4. Is rezoning to MFU zone appropriate at this location? The original C-2 was appropriate when Woodland Park Community Church was developed in 1994. The Church itself is more of a commercial use. The surrounding multifamily and residential uses are and compatible with the church services and child care center. 5

5. Can this commercial rezone be served with planned water resources? The City's planned water resources and Teller County Water and Sanitation District are adequate to service the existing church and daycare facility. The proposed zone change will have no net effect on water usage.

6. Can this commercial rezone be served with wastewater treatment resources? With the recently completed expansion of the City's wastewater treatment plant, the City's wastewater treatment capacity can service this commercial use and a service population of 14,100 people. Wastewater treatment capacity to serve the proposed zoning change is available and adequate for present and future needs.

Riley reported that the adjacent property owners within 150 feet were mailed a letter notifying them of the submittal of the application as well as all meeting dates including the scheduled Planning Commission public hearing. The site was posted with a public notice poster and notice of the public hearing was published in the Pikes Peak Courier in compliance with the Municipal Code. Staff has received no written comments regarding this rezoning proposal. Applications were referred to the City Utilities/Public Works Director, the City Inspector, CORE, NETCO and Teller County.

Riley reported that the Planning Commission recommended approval unanimously at their September 23,2021 Planning Commission meeting.

Following Riley's report, Mayor Pro-tem LaBarre opened the Public Meeting for Public Comment. There being no Public Comment, Mayor Pro-tem LaBarre closed the Public Hearing and the following motion was made.

**MOTION:** To approve Ordinance No. 1404, Series 2021, an Ordinance to rezone from Single Family Residential Suburban to Community Commercial to 5.14 Acres with a legal description of Lot 2 Pike View Estates, Filing #2 with a Physical Address of 800 Valley View Drive. Alfieri/Zuluaga. Motion carried 6-0.

**B.** Consider Ordinance No. 1405 Series 2021 a request by Stuft Food Emporium (Applicant) and High Country Real Estate Holdings, LLC (Property Owner) for a Conditional Use Permit for restaurant use on Lot 2, Morning Sun Business Park (100 Morning Sun Drive) in the Neighborhood Commercial (NC) zone. ***(QJ)*** *(Presenter, Planning Director Sally Riley)*

Prior to the start of this Public Hearing, Mayor Pro-tem LaBarre recused herself from voting on this ordinance. She remained on the dais and facilitated the hearing.

Planning Director Riley presented Ordinance No. 1405 to the Council. Riley reported that Stuft Food Emporium proposes to open a family-style restaurant in the existing 4,860 square foot building located at 100 Morning Sun Drive near the southerly boundary of the City. Riley shared that the site is on the east side of US24 at the southwest corner of Morning Sun Drive and Sun Valley Drive. When originally constructed in 1987 for City Auto (a 5,940 SF auto service shop), the building was the first to be erected in the area. In September 2001, the Morning Sun Business Park plat submitted by Developer Allen Brown was approved by City Council and 2.16 acres was divided into 3 lots. Lot 2 (1.15 acres) was created to contain the existing City Auto building and surrounding site for parking. Upon platting, the City Auto building was renovated to a restaurant (Zak's Tavern and Grill began operation in 2002) and the other two lots proposed as office/medical buildings to be developed at a later date. CUP 01-004/Site Plan SPR 01-011 was approved in 2001 for Zak's restaurant conversion and included the construction of a stormwater detention pond in the southwest corner of Lot 2, improvements to US24, and an improved parking lot offering 66 spaces. Zak's was replaced by Primo's restaurant in 2005. When Primo's left in 2009 the building remained vacant until 2011 when Mr. Pete LaBarre purchased it and received approval for CUP 11-003 for the Denny's restaurant. Denny's closed in mid-2017 and the building has been vacant ever since. Per MC 18.45.010 and City Charter 15.7(c), if a use is discontinued or abandoned for one (1) or more years, future uses shall conform to the provisions of the Code (i.e. a new CUP is required). No exterior changes to the building (other than a new sign) or the site are proposed at this time. Municipal water and sewer service is provided to the building.

Riley reviewed the following CUP criteria with the Council:

1. The proposed development and use shall have a demonstrated direct need to be located at the location proposed and provide adequate mitigation measures to lessen all identified impacts.

Staff Analysis: Complies. The proposed family style restaurant will be located in an existing building and on a site that has accommodated numerous restaurants in the past and satisfies the needs of a restaurant in the future, including but not limited to availability of sufficient parking, good highway visibility, and within a commercial zone. No additional impacts are identified and mitigation is not required.

2. The proposed development and use shall not endanger the public health and welfare.

Staff Analysis: Complies. The proposed restaurant use is located in an established building and commercial development. The equipment for the new restaurant must comply with all health codes in effect. If renovations are proposed to the building, they must comply with all building codes in effect (as applicable).

3. The proposed development and use shall not substantially injure the value of vicinity properties.

Staff Analysis: Complies. The proposed restaurant use is located in a building that has traditionally housed a restaurant and is in a commercial development and adjacent to US Highway 24. Vicinity commercial property values should increase with the occupancy of a vacant building.

4. The proposed development and use shall be in harmony with the area in which it is to be located.

Staff Analysis: Complies. No changes are being proposed to the exterior of the building or the site.

5. The proposed development and use shall conform to the provisions, objectives and policies of all city plans, adopted and in effect at the time of application, including but not limited to growth management, transportation, utilities, capital improvements and downtown redevelopment.

Staff Analysis: Complies. The proposed development (restaurant use) complies with numerous policies, goals and objectives of the Woodland Park 2010 Comprehensive Plan: it provides job opportunities, adds a complementary business to a commercial cluster, facilitates critical commercial mass and reduces sales tax leakage. The future land use is commercial.

6. The proposed development and use shall conform to the provisions, standards and requirements of all city regulations, adopted and in effect at the time of application, including but not limited to zoning, subdivision, utilities, buildings and construction, business regulations and engineering specifications.

Staff Analysis: Complies as conditioned. Per MC 18.39.050.H, the parking lot shall be upgraded to be free of potholes and trash, and re-striped so that parking space lines are clearly visible and distinct.

7. The proposed development and use shall be designed, constructed and maintained to accommodate the on-site and off-site traffic generated.

Staff Analysis: Complies. The applicant submitted, and staff accepted, the trip generation letter prepared by LSC Transportation Consultants, Inc. for the Denny's restaurant (dated May 4, 2011). This letter indicated that the proposed Denny's restaurant should not generate any additional traffic over and above what the previous restaurant use created. Staff believes the same to be true for Stuft Foods – that traffic generated should be similar to the traffic generated with the Denny's restaurant – and mitigation is not required.

8. The proposed development and use shall be designed, constructed and maintained with appropriate regard to topography, surface drainage, soil potentials, natural and man-made hazards, streams and environmentally significant features.

Staff Analysis: Complies. The proposed expansion will utilize existing buildings and parking areas, so no changes are being made that will impact topography and other site features. The existing detention pond in the southwest corner of the site is privately held by the land owner and the land owner is responsible for regular maintenance.

9. The proposed development and use shall be designed, constructed and maintained with adequate water supply, wastewater disposal, solid waste disposal, air quality protection methods and surface water drainage.

Staff Analysis: Complies as conditioned. The proposed development complies with this provision. Water and wastewater billing has been reactivated. The backflow prevention device has been tested and found satisfactory. Prior to opening, a fixture unit count shall be submitted to the Utility Department. It is the responsibility of the land owner/tenant to ensure that the lift station and grease interceptors are regularly maintained and functioning properly.

10. The proposed development and use shall be designed, constructed and maintained to not unduly increase the public danger of fire, explosion and other safety hazards upon the public, and persons residing or working on the site and vicinity.

Staff Analysis: Complies. No significant safety hazards are created by reintroducing a restaurant to this site.

11. The development and use may be required to provide architectural design schemes and may also require amenities such as, but not limited to, fencing, landscaping, buffer areas and other aesthetic enhancement measures, as required by the city council. (Ord. 589- 1993 § 6(part), 1993)

Staff Analysis: Complies. No exterior changes are being proposed apart from a new sign which will be processed by separate permit. No additional amenities are required.

At this time, Mayor Pro-tem LaBarre opened the Public Comment portion of the Public Hearing. There being no Public Comment, Mayor Pro-tem LaBarre closed the Public Hearing.

**MOTION:** An Ordinance Granting a Conditional Use Permit for "18.09.090.P.2 Traditional Family Restaurant Use" Description at 100 Morning Sun Drive with a Legal Description of Lot 2, Morning Sun Business Park within the Neighborhood Commercial Zone District. Nakai/Zuluaga. Motion carried 5-0. with Mayor Pro-tem recused from the vote. (1:10:54)

**C.** Consider Ordinance No. 1406 Series 2021 a request by Anthony Longman and Derin Wester (Applicants & Property Owners) to vacate a 90-foot long part of the alley (public right-of-way) between Lot 4, Block 6, Elm Heights (640 W. Gunnison

Avenue) and Lots 6-7, Block 6, Lake Addition (605 N. Walnut Street) in the Urban Residential (UR) zone. ***(QJ)***
*(Presenter, Planning Director Sally Riley)*

Planning Director Sally Riley reviewed Ordinance No. 1406, Series 2021 with the Council. The Applicant (Longman) is requesting vacation of Parcel A – that part of the alley in Block 6 between Gunnison Avenue and County Road located between his lot and his neighbor to the west (Wester). Parcel A is 15 feet wide by 90 feet long for a total of 1,350 square feet. Mr. Longman wishes, and with Mr. Wester's concurrence, to own the entire vacated alley to facilitate and guarantee continued access to his garage. The 15' wide alley was originally platted in 1890 through all of Block 6 in the Lake Addition to the Town of Woodland Park.

Riley reviewed the Vacation Criteria with the Council reviewing that this request is subject to Municipal Code (MC) Chapter 12.08 Vacation of Public Rights-of-Way and the City's right to vacate public rights of way is specified as follows:

12.08.030 City right to vacate. The city council, by ordinance, may vacate any street, alley, easement or public right-of-way or part thereof located within the corporate limits of the city, subject to the provisions of the City Charter and the Constitution and statutes of the state.

12.08.010 Policy declaration. The city declares the following to be its general policy regarding vacation of streets, alleys, easements and public rights-of-way: The vacation of streets, alleys, easements and public rights-of-way shall be considered based on its effect on utilities located in said rights-of-way, emergency services access, feasibility of road construction, access to lots abutting the vacation, area traffic patterns and adjacent landowners input.

Staff Analysis: Complies.

12.08.020 Vesting of title upon vacation. Whenever any roadway has been conveyed to, or acquired by, the city for use as a street, alley, easement or public right-of-way, and thereafter is vacated, title to the lands included within such street, alley, easement or public right-of-way or so much thereof as may be vacated shall vest, subject to the same encumbrances, liens, limitations, restrictions, and estates as the land to which it accrues, as follows: A. In the event that a street, alley, easement or public right-of-way, which constitutes the exterior boundary of a subdivision or other tract of land, is vacated, title to the street, alley, easement or public right-of-way shall vest in the owners of the land abutting the vacated street, alley, easement or public right-of-way, at the time the street, alley, easement or public right-of-way was acquired for public use, was a part of the subdivided land, or was a part of the adjacent land. B. In the event that less than the entire width of a street, alley, easement or public right-of-way is vacated, title to the vacated portion shall vest in the owners of the land abutting such vacated portion. C. In the event that a street, alley, easement or public right-of-way bounded by straight lines is vacated, title to the vacated street, alley, easement or public right-of-way shall vest in the owners of the abutting land, each abutting owner taking to the center of the street, alley, easement or public right-of-way, except as provided in subsections A and B of this section. In the event that the boundary lines of abutting lands do not intersect the roadway at a right angle, the land included within such roadway shall vest as provided in subsection D. In all instances not specifically provided for, title to the vacated roadway shall vest in the owners of the abutting land, each abutting owner taking that portion of the vacated roadway to which his land or any part thereof is nearest in proximity. E. No portion of a roadway, upon vacation, shall accrue to an abutting roadway.

Staff Analysis: Complies. If vacated, half of the 15 foot alley should vest with Mr. Wester and the other half should vest with Mr. Longman. However, Mr. Wester does not want his half and has agreed to give his half to Mr. Longman so that Mr. Longman will take ownership of the entire 1,350 SF Parcel A.

12.08.060 Reservation of land for utility uses. In the event of vacation, rights-of-way or easements may be reserved for the continued use of existing sewer, gas, water or similar pipelines and appurtenances, for ditches, canals or drainage and appurtenances, and for electric, telephone and similar lines and appurtenances.

Staff Analysis: Complies. The draft ordinance attached reserves the entire 1,350 SF Parcel A as a public utility and access easement.

12.08.070 Procedure for requesting a vacation. Any person desiring the vacation of any street, alley, easement or other public rights-of-way, located within the city, shall file with the city clerk the following, at least thirty days prior to the next regular scheduled planning commission meeting: A. A completed application form; B. Plat and legal description of proposed vacation; plat shall be drawn by a registered land surveyor and shall be on eight and one-half inches by eleven-inch paper whenever possible; C. A processing fee as established by city council; D. The names and addresses of all adjacent property owners.

Staff Analysis: Complies. The complete application has been accepted by staff and is attached to this staff report.

12.08.080 - Hearing—Planning commission and city council action. A. The planning commission shall hold a public hearing on the vacation request. Notice of the public hearing shall be published in the official city newspaper at least seven days prior to the public hearing. The property proposed to be vacated shall be posted at least ten days prior to the public hearing and notice shall be sent to adjacent property owners at least ten days prior to the public hearing. The planning commission shall recommend approval or disapproval to the council, or table the request until the next regularly scheduled meeting. B. The planning commission shall make its written recommendations to the city council. C. The city council shall conduct a public hearing concerning the proposed recommendations by the planning commission, which recommendation shall be part of the council records for such hearing. Notice of public hearing shall be published and posted at least seven days prior to the public hearing, the notice for the city council public hearing may be done at the same time as the notice for the planning commission hearings.

Staff Analysis: Complies. The Planning Commission public hearing is scheduled for September 23, 2021 and the City Council public hearing is scheduled for October 21, 2021. All public hearing notices have been published, mailed and posted per Municipal Code requirements.

12.08.090 Vacation to be accomplished by ordinance. After the public hearing, if the council elects to proceed with the vacation, the actual vacation of any property within the street, alley, easement or other public right-of-way within the city shall be accomplished by ordinance.

Staff Analysis: Complies. A draft ordinance has been created and is attached to this staff report.

12.08.100 - Recording of vacation ordinance. An ordinance for vacation of any street, alley, easement or public right-of-way, once duly passed and effective, shall be filed with the office of the county clerk and recorder for Teller County.

Staff Analysis: Complies. If passed, the ordinance will be recorded by Teller County.

12.08.110 - Reimbursement to city. In addition to the processing fee, the applicant shall reimburse the city for all publishing, posting, ordinance drafting and filing costs.

Staff Analysis: Complies. These are typical costs that all applicants are subject to and are billed upon closing the file.

Mayor Pro-tem LaBarre opened up the Public Comment portion of the Public Hearing. There being no public comment, Mayor Pro-tem LaBarre closed the Public Hearing. (1:22:58)

MOTION: Approve OrdinanceNo. 1406, Series 2021 an Ordinance Vacating that Portion of the Alley Between Lots 6-7, Block 6, Lake Addition to the Town of Woodland Park and Lot 4, Block 6, Elm Heights. Case/Alfierie. Motion carried 6-0.

**D.** Consider Ordinance No. 1407 Series 2021, Adjusting Expenditure Appropriations to the various funds for the City of Woodland Park, Colorado for the 2021 Budget Year, and amending Ordinances No. 1386 and 1387, Series 2020. ***(A)***
*(Presenter, Finance Director Aaron Vassalotti)*

Finance Director Aaron Vassalotti reviewed Ordinance No. 1407, Series 2021. Councilmember Neal stated that he would be voting no regarding this ordinance because incentives for the COVID vaccine were removed. Councilmember Neal shared some information rebutting Councilmember Zuluaga's vaccine statements from the last council meeting and asked the City Clerk to put them in the record. (They are attached to the minutes).

Mayor Pro-tem LaBarre opened the Public Comment portion of the Public Hearing. There being no Public Comment, Mayor Pro-tem LaBarre closed the Public Hearing. (1:31:06)

MOTION: To approve Ordinance no. 1407, Series 2021 to amend 2021 Budget expenditure and revenue appropriations (Budget Supplemental Ordinance). Zuluaga/Case. Motion carried 5-1 with Neal voting no.

## 10. NEW BUSINESS

(Public comment may be heard (1))

**A.** Approve Multimodel Transportation Options Funding (MMOF) Intergovernmental Agreement (IGA) with CDOT Region 2 in the amount of $1,048,614 with 50% local match ($524,307) for pedestrian improvements including 4,284 linear feet of sidewalk repair or new; 34 ADA compliant pedestrian ramps; and 0.8 mile asphalt overlay for Centennial Trail.
*(Presenter, Planning Director Sally Riley)*

After brief discussion, the Council decided to table this item to the November 4, 2021 Council Meeting. (1:55:06)

MOTION: Table the approval of the Multimodel Transportation Options Funding (MMOF) Intergovernmental Agreement (IGA) with CDOT Region 2 in the amount of $1,048,614 with

50% local match ($524,307) for pedestrian improvements including 4,284 linear feet of sidewalk repair or new; 34 ADA compliant pedestrian ramps; and 0.8 mile asphalt overlay for Centennial Trail. Alfieri/Zuluaga. Motion carried 5-1 with Case voting no.

**B.** Approve Resolution No. 883, Series 2021 a Resolution Approving the Colorado Opioids Settlement Memorandum of Understanding.
*(Presenter, City Attorney Geoff Wilson)*

City Attorney Geoff Wilson shared that the Colorado Department of Law has come to an agreement with Colorado's local governments for distributing opioid settlement and recovery funds to local counties and municipalities, to abate the opioid crisis in our communities.

The State, as well as several Colorado local governments, have pursued litigation against various pharmaceutical companies for their role in causing the opioid epidemic in Colorado. That litigation recently resulted in settlements with Purdue Pharma, McKinsey & Co., Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson, resulting in up to approximately $400 million in settlement funds for both the State and Colorado local governments to abate the opioid crisis. Legal claims will be released only when 95% of participation by certain local governments has been reached. In addition, if both the city and county participate, intra-county share will look as follow: Teller County will receive 66.1557% and the City of Woodland Park will receive 13.3445% of the default percentage that each Local Government will receive from the LG Share amount attributed to its County Area (assuming full participation by all Local Governments).

City Attorney Wilson recommended that the city participate in this settlement. (2:26:10)

MOTION: Approve Resolution No. 883, Series 2021 approving the Colorado Opiods Settlement Memorandum of Understanding. Case/Alfieri. Motion carried 6-0.

## 11. REPORTS

(Public comment not necessary)

**A.** Mayor's Report

Mayor Pro-tem LaBarre shared the upcoming events for the next two weeks. (2:34:07)

**B.** Council Reports

Councilmember Alfieri gave a report on the Charter Review Committee.

Councilmember Case gave a PRAB update.

Councilmember Nakai shared a list of events that Main Street has accomplished for the 2021 year and shared that they are not looking for funding for the 2022 year. ( Detailed list is attached to the minutes).

Councilmember Neal gave a report on CML.

Councilmember Zuluaga gave a report on PPACG.

**C.** City Attorney's Report

No Report.

**D.** City Manager's Report

No report.

## 12. ADJOURNMENT

Mayor Pro-tem LaBarre adjourned the meeting at 10:01 PM.

Respectfully submitted:

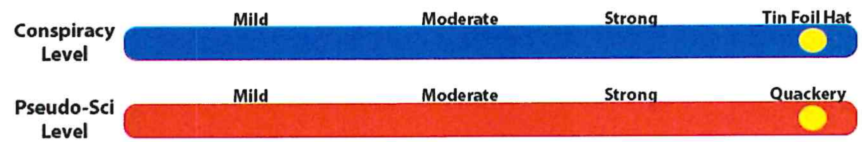
Suzanne Leclercq MMC, City Clerk

APPROVED THIS ____ DAY OF _________,2021

Hilary LaBarre, Mayor Pro-tem

# Humans Are Free

Last updated on October 7th, 2020 at 11:20 am




| Factual Reporting |
|---|
| Very High |
| High |
| Mostly Factual |
| Mixed |
| LOW |
| Very Low |

Mr Zuluaga's slides entered into the record at the October 7, 2021 City Council meeting were researched and the website that posted the slides, "humansarefree.com" was rated as a "Tin Foil Hat" and "Quackery" web Site. The ratings comes from "mediabiasfactcheck.com", a non-partisan, non-profit organization that rates large numbers of web sites for truthfulness and accuracy.

## CONSPIRACY-PSEUDOSCIENCE

Sources in the Conspiracy-Pseudoscience category *may* publish unverifiable information that is *not always* supported by evidence. These sources *may* be untrustworthy for credible/verifiable information, therefore fact checking and further investigation is recommended on a per article basis when obtaining information from these sources. See all Conspiracy-Pseudoscience sources.

- **Overall, we rate Humans are Free as a Tin Foil Hat Right Wing Conspiracy and Quackery level Pseudoscience site. Essentially, almost every article on this website is either false, misleading, or unproven.**

---

### Detailed Report

Factual Reporting: **LOW**
Country: **USA**
World Press Freedom Rank: **USA 45/180**

***History***

*Humans Are Free does not have an about page, however, a **Whois** domain search reveals the domain was purchased in 2010. The website does not list an owner or editor, but it does provide a list of its **authors** and their backgrounds. In short, Humans Are Free is a conspiracy and pseudoscience website.*

HOME | LEFT BIAS | CNN BIAS

# CNN Bias

Last updated on July 3rd, 2021 at 09:16 am


| Factual Reporting |
|---|
| Very High |
| High |
| Mostly Factual |
| MIXED |
| Low |
| Very Low |

## LEFT BIAS

These media sources are moderately to strongly biased toward liberal causes through story selection and/or political affiliation. They may utilize strong loaded words (wording that attempts to influence an audience by using appeal to emotion or stereotypes), publish misleading reports and omit reporting of information that may damage liberal causes. Some sources in this category may be untrustworthy. See all Left Bias sources.

- **Overall, we rate CNN left biased based on editorial positions that consistently favor the left, while straight news reporting falls left-center through bias by omission. We also rate them Mixed for factual reporting due to several failed fact checks by TV hosts. However, news reporting on the website tends to be properly sourced with minimal failed fact checks**

## Detailed Report

CNN Bias Rating: **LEFT**
Factual Reporting: **MIXED**
Country: **USA (45/180 Press Freedom)**
Media Type: **TV Station**
Traffic/Popularity: **High Traffic**
MBFC Credibility Rating: **MEDIUM CREDIBILITY**

### *History*

Founded in 1980 by Ted Turner, The Cable News Network (CNN) are an American basic cable, satellite television channel, and website. CNN was the first 24-hour cable news channel; however, by April 2016, a CNN executive officially described the channel as "no longer a TV news network" and instead as "a 24-hour global multi-platform network." CNN has multiple stations covering many countries around the world. They have been inaccurately characterized as being fake news by President Trump and many of his supporters.

### *Funded by / Ownership*

The Cable News Network is owned by WarnerMedia, which is a multinational mass media and entertainment conglomerate corporation owned by AT&T. CNN's television stations and website are funded through cable subscriptions and an advertising model.

### *CNN Analysis / Bias*

In review, CNN presents straight news coverage with a left-leaning bias in story selection that is often critical of the right. For example, during the 2016 Presidential Election Pew Research concluded that the majority of CNN stories covering President Donald Trump were negative. While less dramatic, Pew also determined that more stories were negative toward Presidential candidate Mitt Romney in 2012.

To give a reference as to how reliable mediabiasfactcheck.com is, the ratings for CNN and Fox News were presented. CNN was rated "Left Bias" with mixed factual reporting. Fox News was rated "Right Bias" with mixed factual reporting. See the following three slides.

Editorially, CNN's programming almost exclusively favors the left. For example, a typical panel discussion will feature 4 to 8 guest commentators with one being a Republican, such as Rick Santorum. This creates a situation where left-leaning voices drown out the right.

CNN typically utilizes loaded emotional words in sensational headlines such as this: **Trump pounces on Justice Department report findings**. They usually source their news properly through credible reporters/journalists and through hyperlinking to credible media sources. However, CNN has failed **several fact checks** from **Politifact**. It should be noted that these fact checks were almost exclusively from guests on their numerous talk shows and not from the reporting of actual news, which tends to be factual. TV hosts have also **failed fact checks** by IFCN fact-checkers. Further, CNN has **retracted published stories** that have been deemed as lacking evidence. Finally, CNN has published misleading information regarding GMOs that utilize loaded fear-based headlines such as this: **FDA allows genetically engineered 'Frankenfish' salmon to be imported to US**. CNN has also **utilized** known purveyors of pseudoscience as experts on discussion panels such as the **Food Babe**.

A **2014 Pew Research Survey** found that 44% of CNN's audience is consistently or mostly liberal, 40% Mixed and 20% consistently or mostly conservative resulting in CNN being preferred by a more liberal audience.

# Fox News

Last updated on October 20th, 2021 at 12:59 pm


| Factual Reporting |
|---|
| Very High |
| High |
| Mostly Factual |
| MIXED |
| Low |
| Very Low |

## RIGHT BIAS

These media sources are moderate to strongly biased toward conservative causes through story selection and/or political affiliation. They may utilize strong loaded words (wording that attempts to influence an audience by using appeal to emotion or stereotypes), publish misleading reports and omit reporting of information that may damage conservative causes. Some sources in this category may be untrustworthy. See all Right Bias sources.

- **We rate Fox News strongly Right-Biased due to editorial positions and story selection that favors the right. We also rate them Mixed factually and borderline Questionable based on poor sourcing and the spreading of conspiracy theories.**

Detailed Report

Bias Rating: **RIGHT**
Factual Reporting: **MIXED**
Country: **USA (44/180 Press Freedom)**
Media Type: **TV Station**
Traffic/Popularity: **High Traffic**
MBFC Credibility Rating: **MEDIUM CREDIBILITY**

**History**

Fox News is an American basic cable and satellite news channel founded in 1996 by Rupert Murdoch. The Fox Entertainment Group, a subsidiary of 21st Century Fox, owns Fox News. FNC is available in 90 million homes, and it operates the Fox Business Network and Fox News Radio. Fox also owns the National Geographic Channel. Fox News broadcasts from New York, NY.

Roger Ailes is the founding CEO. Roger Ailes resigned in 2016 after many accusations of sexual harassment. Jay Wallace became president of the network, and Suzanne Scott, the CEO of FNC, as of May 2018. She will report to Rupert Murdoch and his son Lachlan Murdoch. Lachlan Murdoch is the executive chairman and co-chairman of News Corp and 21st Century Fox (FOXA). On May 7, 2018, Comcast announced a potential bid, making a $65 billion cash offer challenging Disney's offer for Fox.

In October 2018, Fox News added to their terms of use "Company furnishes the Company Sites and the Company Services for your personal enjoyment and entertainment." This has led some to declare that Fox News is now an entertainment company and does not have to uphold journalistic standards. **This is not true.** On 6/13/2020, **Fox News ran digitally altered images in coverage of Seattle's protests**, **Capitol Hill Autonomous Zone**.

**Read our profile on the United States government and media.**

**Funded by / Ownership**

Rupert Murdoch is the owner and a board member of News Corp 21st Century Fox. According to Reuters, James Murdoch (son) is chief executive of 21st Century Fox and recently left in May 2018. Lachlan (the other son of Murdoch) and Rupert Murdoch will serve as the new Fox co-chairman. Revenue analysis can be found at Investopedia and income reports here.

**Fox News Bias**

According to a Pew Research Center **survey**, "Fox News was the main source for 40% of Trump voters" during the 2016 election. Further, another Pew Survey indicates, "When it comes to choosing a media source for political news, conservatives orient strongly around Fox News. Nearly half of consistent conservatives (47%) name it as their main source for government and political news."

Fox News typically looks at the issues from a conservative perspective. Also, it has several on-air personalities that are strong supporters of Trump, such as Sean Hannity, Tucker Carlson, **Laura Ingraham**, and **Tomi Lahren**; thus, during the Trump Presidency, FNC typically skewed conservative as there was less criticism of Trump.

In review, FNC publishes stories with emotionally loaded headlines such as "'They Wanted It to Blow Up': Limbaugh Says Success of Trump-Kim Summit Caught Media Off Guard" and "Tucker: 2016 Russia Collusion 'Witch Hunt' Now Extends to Jill Stein." When it comes to sourcing, they typically utilize pro-Trump pundits such as Rush Limbaugh, who has an abysmal **record** with fact-checkers and credible sources such as the Wall Street Journal. Fox News is also known to publish **right-wing conspiracy theories**, although they retracted the story after being sued. FNC has also been deemed the **least accurate** cable news source, according to **Politifact**.

Regarding the slides that Mr Zuluaga presented, there was a little misinformation in Mr Zuluaga's statement. The slides were NOT presented, as Mr Zuluaga stated. The slides were in a slide deck that the presenters passed over with a time interval of approximately .2 seconds for the first slide and approximately 1 second for the remaining two slides. They were NOT spoken to or part of the presentation. They were merely in the slide deck and there is no information on who created the slides or stand behind what was in the slides. One must watch the YouTube video that Mr Zuluaga referenced in slow Motion to be able to capture the screens. With language like "Sick Fuckers" in the search key field of the slides, it is questionable whether the presenter even knew that the slides were in the deck. The CDC did NOT present Mr Zuluaga's slides nor did they stand behind them.

# WP MAIN STREET - ACCOMPLISHMENTS 2021 – Pg 1.

1. Jan. - The Lighter Side of Christmas Secondary beneficiary recipient 2020 check presentation - $2400.00.

2. Jan.-Dec. – Weekly community event posts on the downtown marquee and social media posts highlighting downtown events and businesses.

3. Jan.-Dec. – Quarterly reporting to DOLA.

4. Feb. – Board training with Matt Ashby. DOLA Consulting Services $3850.00.

5. March-Sept. – Board and Committee recruitment drive.

6. April – Board Members and Program Manager attended the virtual National Main Street Conference – 3-day event – DOLA Scholarship funded this $297.00.

7. April-Aug. – Meetings with Sally regarding the Revitalize Main Street CDOT Grant.

8. April – Napkin Distribution to restaurants promoting the community townhall kickoff for the City of Woodland Park Comprehensive Plan.

9. April-Dec. - Christmas Ornament Fundraiser 255 ornaments w/potential raising $1750.00

10. May 21 – Annual Spring Downtown Cleanup – 28 Volunteers.

11. May-Dec. – Bimonthly meetings with City Manager and MS Board members.

12. May-June - Worked with DOLA grant writer consultant on El Pomar Ackerman Grant DOLA Consulting Services $1350.

13. June – Annual promotion and distribution of posters and rack cards for Old Fashioned 4th of July event.

14. June-Dec. – Attend planning meetings with LSOC Parade committee.

15. June – Annual decorating of the Downtown with Flags and Buntings for July Celebrations.

## WP MAIN STREET - ACCOMPLISHMENTS 2021 (continued) - Pg 2.

16. July – Annual Main Street Booth at the 4th of July Celebration – MS Ornament Fundraiser kickoff.

17. Aug. 7 – Saturday Downtown Sidewalk Sale promotion.

18. Aug. - Pursuit of CDOT Grant tabled at this time.

19. Sept. - As a secondary beneficiary for the LSOC Parade, 40 sponsorship gift boxes were distributed to downtown businesses.

20. Sept. – Annual Fall Downtown Cleanup – Cancelled due to lack of volunteer participation.

21. Oct-Nov. – Annual promotion of the Amex Shop Small Saturday in November. Neighborhood Champion partnership with the WP Chamber of Commerce.

22. Nov. 27 – Host annual Welcome Station for Shop Small Saturday shoppers.

23. Nov-Dec. - Promotion and distribution of LSOC Brochure and Holiday activities.

24. Dec. 4 – Work LSOC Parade Check-in booth night of parade with volunteers.

***In conclusion, the Woodland Park Main Street organization that has been in existence since 2014, at the end of 2021, is pausing to re-evaluate its purpose, resources, and value to the City of Woodland Park. Therefore, at this time, the Woodland Park Main Street program is not requesting funding from the City for 2022.***

WOODLAND PARK
MAIN STREET

# City of Woodland Park

November 4, 2021 at 7:00 PM

## MINUTES

### 1. CALL TO ORDER AND ROLL CALL

*Prior to the start of the regularly scheduled Council Meeting, the City Council held a work session regarding the 2022 Budget.*

Mayor Pro-tem LaBarre called the Council Meeting to order at 7:00 PM.

Deputy City Manager/City Clerk Leclercq called roll with the following members present:

Councilmember Zuluaga, Councilmember Neal, Mayor Pro-Tem Labarre, Councilmember Case, Councilmember Alfieri, Councilmember Nakai.

The following staff members appeared in person: City Manager Michael Lawson, Deputy City Manager/City Clerk Suzanne Leclercq, Communications and Marketing Coordinator Grace Johnson, Interim Police Chief Steve Hassler, Parks and Recreation Director Cindy Keating, Human Resources Generalist Amy Jacob, Assistant to the City Manager Rob Felts, Planning Director Sally Riley, and Deputy City Manager/Director of Operations Kip Wiley. Finance Director Aaron Vassalloti appeared via zoom.

### 2. PLEDGE OF ALLEGIANCE

### 3. CEREMONIES, PRESENTATIONS AND APPOINTMENTS

**A.** Graduation of Fall 2021 Citizen's Academy class.
*( Presenter, Communications and Marketing Coordinator Grace Johnson)*

Communications and Marketing Coordinator Grace Johnson introduced the graduates of the 2021 Citizen's Academy. Johnson shared a video of the Citizen's Academy experience and introduced the graduates. Each graduate received a certificate and Mayor Pro-tem LaBarre presented them with a Mayor's pin. (1:55)

**B.** Consider the appointment of Shawn Marie Nielsen to the Planning Commission.
*(Presenter, Deputy City Manager/City Clerk Suzanne Leclercq)*

City Clerk Leclercq reviewed the openings on the Planning Commission with the Council. Shawn Marie Nielsen was not in attendance and Council decided to table her appointment until the next Council Meeting.

### 4. ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA

### 5. CONSENT CALENDAR

**A.** Approval of the October 21, 2021 Regular City Council Meeting Minutes.
*(Presenter Deputy City Manager/City Clerk Suzanne Leclercq)*

It was brought to the City Clerk's attention that some of the Council did not receive the correct Council Packet with the minutes in them. Council decided to table this item until the next Council Meeting so that they would all have a chance to review the minutes. (18:47)

**B.** Approve August 2021 Statement of Expenditure Report and authorize the Mayor to sign Warrants in payment thereof.

It was brought to the City Clerk's attention that some of the Council did not receive the correct Council Packet with the Statement of Expenditures in them. Council decided to table this item until the next Council Meeting so that they would all have a chance to review the Statement of expenditures.

## 6. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA (1)

- Suzanne Core from the Farmers Market thanked the Council and the City for their support for the 2021 year. (22:08)
- Kitty Walker shared how she has enjoyed attending the Council Meetings and learning about the Council. Walker prayed for the Council.

## 7. UNFINISHED BUSINESS

(Public Comment may be heard (1))

**A.** Approve Multimodel Transportation Options Funding (MMOF) Intergovernmental Agreement (IGA) with CDOT Region 2 in the amount of $1,048,614 with 50% local match ($524,307) for pedestrian improvements including 4,284 linear feet of sidewalk repair or new; 34 ADA compliant pedestrian ramps; and 0.8 mile asphalt overlay for Centennial Trail. (Presenter, Planning Director Sally Riley) ***Tabled from the October 21, 2021 City Council Meeting***

Planning Director Sally Riley reviewed this MMOF IGA with the Council. Following a brief Council discussion, the following motion was made. (35:03)

MOTION: To approve Multimodel Transportation Options Funding (MMOF) Intergovernmental Agreement (IGA) with CDOT Region 2 in the amount of $1,048,614 with 50% local match (524,307) for pedestrian improvements including 4,284 linear feet of sidewalk repair or new; 34 ADA compliant pedestrian ramps; and 0.8 mile asphalt overlay for Centennial Trail. Neal/Case. Motion carried 5-1. Alfieri voting no.

## 8. ORDINANCES ON INITIAL POSTING

(Public comment may be heard (1))

## 9. PUBLIC HEARINGS

**A.** Approve application for a Hotel Restaurant Liquor License for Thai Good Eats, located at 104-102 East Midland Avenue, Woodland Park, CO 80863. ***(QJ)*** *(Presenter, Deputy City Manager/City Clerk Suzanne Leclercq)*

City Clerk Leclercq reviewed the Hotel and Restaurant Liquor Application from Thai Good Eats. Leclercq shared that the application was complete and they were eligible for a liquor license. Leclercq introduced Danielle Bowers, owner of Thai Good Eats. Ms. Bowers shared her plans for her upcoming restaurant. Mayor Pro-tem LaBarre opened the Public Comment portion of the Public Hearing. There being no Public Comment, LaBarre closed the Public Hearing and the following motion was made. (48:36)

MOTION: To approve application for a Hotel Restaurant Liquor License for Thai Good Eats, located at 104-102 East Midland Avenue, Woodland Park, CO 80863. ***Nakai/Zuluaga. Motion carried 6-0.***

**10. NEW BUSINESS**

(Public comment may be heard (1))

**11. REPORTS**

(Public comment not necessary)

**A.** Mayor's Report

No Report.

**B.** Council Reports

- Councilmember Nakai shared reports from the Charter Review Committee and Main Street. (56:06)
- Councilmember Neal shared reports from the Historical Preservation Committee, the DDA and CML.
- Councilmember Zuluaga shared a PPACG update.

**C.** City Attorney's Report

**D.** City Manager's Report

City Manager Lawson thanked Grace Johnson for all of her hard work on a successful Citizen's Academy.

**12. ADJOURNMENT**

The time being 8:15 PM, the Council Meeting was adjourned and the Council 2022 budget work session was continued.

Respectfully submitted:

Suzanne Leclercq MMC, City Clerk

APPROVED THIS ____ DAY OF _________,2021

Hilary LaBarre, Mayor Pro-tem

# City of Woodland Park
# Staff Report for City Council

Meeting Date: November 4, 2021

| Agenda Item | Department | Presenter |
|---|---|---|
| 5B | Finance | Aaron Vassalotti<br>Finance Director |

**ITEM:**

September 2021 Statement of Expenditures

**BACKGROUND:**

The City Council receives and approves the Statement of Expenditures for each month.

**DISCUSSION:**

Please review the following and attached check registers in support of the Statement of Expenditures.

**Summary**

| **September 2021** | | |
|---|---|---|
| Accounts Payable Checks | | 679,595.61 |
| Payroll Checks | | 274,710.51 |
| CEBT Health Insurance EFT | | 75,173.29 |
| Vectra Visa credit card EFT | | 17,396.96 |
| **Total** | | 1,046,876.37 |

The Elected Officials expenditures for September 2021 are attached as a separate report.

**STAFF RECOMMENDATION:**

Approve September 2021 Statement of Expenditures and authorize the Mayor to sign Warrants in payment thereof.

Bank Number: 1 / Name: VECTRA BANK COLORADO / Description: ACCOUNTS PAYABLE (719)687-9246

| Payment Number | Type | ID | Name | SRC | Num INV | Gross Amount | Discounts | Net Pay | Payment Date | HP Void | Batch |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **112608** | **CHK** | **A** | **BRAVO SCREEN PRINTING, INC.** | **3466** | **1** | **238.32** | **0.00** | **238.32** | **09/02/2021** | | **42268** |
| | | | LIFEGUARD SHIRTS - WAC | 76771 | | 238.32 | 0.00 | 238.32 | | | |
| **112609** | **CHK** | **A** | **CAPITAL ONE, N.A.** | **5298** | **1** | **330.53** | **0.00** | **330.53** | **09/02/2021** | | **42268** |
| | | | 07/21-08/21 CHARGES | 81921 | | 330.53 | 0.00 | 330.53 | | | |
| **112610** | **CHK** | **A** | **CHAD MILDBRANDT** | **5159** | **1** | **54.00** | **0.00** | **54.00** | **09/02/2021** | | **42268** |
| | | | BARTENDING - UPCC | 08302021 | | 54.00 | 0.00 | 54.00 | | | |
| **112611** | **CHK** | **A** | **CHIEF PETROLEUM CO.** | **139** | **1** | **3,467.08** | **0.00** | **3,467.08** | **09/02/2021** | | **42268** |
| | | | BULK FLUIDS - FLEET | 12514758 | | 3,467.08 | 0.00 | 3,467.08 | | | |
| **112612** | **CHK** | **A** | **CINTAS CORPORATION NO 2** | **4977** | **1** | **68.45** | **0.00** | **68.45** | **09/02/2021** | | **42268** |
| | | | UNIFORMS - FLEET | 4094203027 | | 68.45 | 0.00 | 68.45 | | | |
| **112613** | **CHK** | **A** | **CORE & MAIN LP** | **4980** | **2** | **1,822.93** | **0.00** | **1,822.93** | **09/02/2021** | | **42268** |
| | | | STOCK SUPPLIES | P345430 | | 839.10 | 0.00 | 839.10 | | | |
| | | | STOCK SUPPLIES | P402332 | | 983.83 | 0.00 | 983.83 | | | |
| **112614** | **CHK** | **A** | **GRAINGER INC.** | **282** | **4** | **895.16** | **0.00** | **895.16** | **09/02/2021** | | **42268** |
| | | | FUSE - WTP | 9019961383 | | 154.88 | 0.00 | 154.88 | | | |
| | | | SUPPLIES - WWTP | 9026424367 | | 317.52 | 0.00 | 317.52 | | | |
| | | | SUPPLIES - WWTP | 9031637904 | | 171.66 | 0.00 | 171.66 | | | |
| | | | IMPELLER - WWTP | 9032668569 | | 251.10 | 0.00 | 251.10 | | | |
| **112615** | **CHK** | **A** | **HACH COMPANY** | **291** | **1** | **377.50** | **0.00** | **377.50** | **09/02/2021** | | **42268** |
| | | | LAB SUPPLIES - WTP | 12597020 | | 377.50 | 0.00 | 377.50 | | | |
| **112616** | **CHK** | **A** | **KUBWATER RESOURCES INC** | **4643** | **1** | **3,686.13** | **0.00** | **3,686.13** | **09/02/2021** | | **42268** |
| | | | COMPOST - WWTP | 10545 | | 3,686.13 | 0.00 | 3,686.13 | | | |
| **112617** | **CHK** | **A** | **DACHAI & MANDY CHANTANASOMBUT** | **1** | **1** | **308.99** | **0.00** | **308.99** | **09/02/2021** | | **42268** |
| | | | UTILITY REFUND | 1337.13 | | 308.99 | 0.00 | 308.99 | | | |
| **112618** | **CHK** | **A** | **JEFF KING** | **1** | **1** | **35.00** | **0.00** | **35.00** | **09/02/2021** | | **42268** |
| | | | UTILITY REFUND | 5203.03 | | 35.00 | 0.00 | 35.00 | | | |
| **112619** | **CHK** | **A** | **MUTUAL OF OMAHA INSURANCE COMP** | **5128** | **1** | **2,632.76** | **0.00** | **2,632.76** | **09/02/2021** | | **42268** |
| | | | 09/2021 COVERAGE | 001244442293 | | 2,632.76 | 0.00 | 2,632.76 | | | |
| **112620** | **CHK** | **A** | **NALCO CHEMICAL COMPANY** | **457** | **1** | **11,592.40** | **0.00** | **11,592.40** | **09/02/2021** | | **42268** |
| | | | WTP CHEMICALS | 6600603560 | | 11,592.40 | 0.00 | 11,592.40 | | | |
| **112621** | **CHK** | **A** | **PAVEMENT REPAIR & SUPPLIES INC** | **3202** | **1** | **1,886.00** | **0.00** | **1,886.00** | **09/02/2021** | | **42268** |
| | | | PAVEMENT REPAIR | 2021-746 | | 1,886.00 | 0.00 | 1,886.00 | | | |
| **112622** | **CHK** | **A** | **PIONEER MANUFACTURING COMPANY** | **2628** | **1** | **1,080.00** | **0.00** | **1,080.00** | **09/02/2021** | | **42268** |
| | | | PACKING CLAY-BASEBALL FIELDS | INV790794 | | 1,080.00 | 0.00 | 1,080.00 | | | |
| **112623** | **CHK** | **A** | **PIPESTONE EQUIPMENT, LLC** | **5127** | **1** | **152.55** | **0.00** | **152.55** | **09/02/2021** | | **42268** |
| | | | VALVE - WTP | 11659 | | 152.55 | 0.00 | 152.55 | | | |
| **112624** | **CHK** | **A** | **SGS ACCUTEST INC.** | **4859** | **1** | **208.00** | **0.00** | **208.00** | **09/02/2021** | | **42268** |
| | | | 07/2021 WATER QUALITY TEST | 52160129187 | | 208.00 | 0.00 | 208.00 | | | |
| **112625** | **CHK** | **A** | **SHERWIN-WILLIAMS** | **1890** | **2** | **199.36** | **0.00** | **199.36** | **09/02/2021** | | **42268** |

Bank Number: 1 / Name: VECTRA BANK COLORADO / Description: ACCOUNTS PAYABLE (719)687-9246

| Payment Number | Type | ID | Name | SRC | Num INV | Gross Amount | Discounts | Net Pay | Payment Date | HP Void | Batch |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | SUPPLIES - STREETS | 2084-5 | | 186.13 | 0.00 | 186.13 | | | |
| | | | SUPPLIES - STREETS | 2097-7 | | 13.23 | 0.00 | 13.23 | | | |
| **112626** | **CHK** | **A** | **TEN POINT SALES & MARKETING LL** | **3852** | **3** | **1,645.29** | **0.00** | **1,645.29** | **09/02/2021** | | **42268** |
| | | | SUPPLIES - F/S | 27160 | | 807.50 | 0.00 | 807.50 | | | |
| | | | SUPPLIES - F/S | 27162 | | 74.11 | 0.00 | 74.11 | | | |
| | | | REPAIR | 27163 | | 763.68 | 0.00 | 763.68 | | | |
| **112627** | **CHK** | **A** | **TREATMENT TECH, INC.** | **1494** | **1** | **2,873.00** | **0.00** | **2,873.00** | **09/02/2021** | | **42268** |
| | | | SODIUM HYPOCHLORITE | 184969 | | 2,873.00 | 0.00 | 2,873.00 | | | |
| **112628** | **CHK** | **A** | **USA BLUEBOOK** | **1779** | **2** | **252.39** | **0.00** | **252.39** | **09/02/2021** | | **42268** |
| | | | POWER SUPPLY - WTP | 685371 | | 56.95 | 0.00 | 56.95 | | | |
| | | | SUPPLIES - WWTP | 687060 | | 195.44 | 0.00 | 195.44 | | | |
| **112629** | **CHK** | **A** | **WATERS CONSTRUCTION CO. INC** | **670** | **2** | **350.16** | **0.00** | **350.16** | **09/02/2021** | | **42268** |
| | | | USE TAX REFUND | L12942 | | 38.42 | 0.00 | 38.42 | | | |
| | | | USE TAX REFUND | L73975 | | 311.74 | 0.00 | 311.74 | | | |
| **112630** | **CHK** | **A** | **WESTWOOD LAKES WATER DISTRICT** | **679** | **1** | **0.54** | **0.00** | **0.54** | **09/02/2021** | | **42268** |
| | | | 07/21-08/21 WELLFIELD | 08232021 | | 0.54 | 0.00 | 0.54 | | | |
| **112631** | **CHK** | **A** | **WHISLER INDUSTRIAL SUPPLY** | **682** | **1** | **232.10** | **0.00** | **232.10** | **09/02/2021** | | **42268** |
| | | | SUPPLIES - WWTP | 2409975 | | 232.10 | 0.00 | 232.10 | | | |
| **112632** | **CHK** | **A** | **AT&T MOBILITY LLC** | **5118** | **1** | **126.11** | **0.00** | **126.11** | **09/09/2021** | | **42279** |
| | | | WIRELESS CHARGES | 87290137930X08282021 | | 126.11 | 0.00 | 126.11 | | | |
| **112633** | **CHK** | **A** | **BIRCHAM'S** | **75** | **1** | **721.57** | **0.00** | **721.57** | **09/09/2021** | | **42279** |
| | | | 08/20021 USAGE | 333482 | | 721.57 | 0.00 | 721.57 | | | |
| **112634** | **CHK** | **A** | **CENTURYLINK** | **4342** | **3** | **588.52** | **0.00** | **588.52** | **09/09/2021** | | **42279** |
| | | | 08/2021 CHARGES | 8252021 | | 588.52 | 0.00 | 188.74 | | | |
| | | | 08/2021 CHARGES | 8252021 | | 588.52 | 0.00 | 138.04 | | | |
| | | | 08/2021 CHARGES | 8252021 | | 588.52 | 0.00 | 261.74 | | | |
| **112635** | **CHK** | **A** | **CHAD MILDBRANDT** | **5159** | **1** | **108.00** | **0.00** | **108.00** | **09/09/2021** | | **42279** |
| | | | BARTENDING - UPCC | 09072021 | | 108.00 | 0.00 | 108.00 | | | |
| **112636** | **CHK** | **A** | **CONSPIRE!** | **3235** | **1** | **220.00** | **0.00** | **220.00** | **09/09/2021** | | **42279** |
| | | | DRUG SCREENING | 20965 | | 220.00 | 0.00 | 220.00 | | | |
| **112637** | **CHK** | **A** | **CORE ELECTRIC COOPERATIVE** | **5316** | **3** | **6,928.46** | **0.00** | **6,928.46** | **09/09/2021** | | **42279** |
| | | | 09/2021 | 09022021A | | 6,928.46 | 0.00 | 36.56 | | | |
| | | | 09/2021 | 09022021A | | 6,928.46 | 0.00 | 5,858.32 | | | |
| | | | 09/2021 | 09022021A | | 6,928.46 | 0.00 | 1,033.58 | | | |
| **112638** | **CHK** | **A** | **DEEP ROCK** | **5263** | **1** | **83.81** | **0.00** | **83.81** | **09/09/2021** | | **42279** |
| | | | WATER DELIVERY | 21072370090421 | | 83.81 | 0.00 | 83.81 | | | |
| **112639** | **CHK** | **A** | **HOME DEPOT CREDIT SERVICES** | **1758** | **2** | **281.84** | **0.00** | **281.84** | **09/09/2021** | | **42279** |
| | | | 08/2021 CHARGES | 8292021 | | 281.84 | 0.00 | 23.96 | | | |
| | | | 08/2021 CHARGES | 8292021 | | 281.84 | 0.00 | 257.88 | | | |
| **112640** | **CHK** | **A** | **J&J DAVIS INC** | **5001** | **1** | **192.00** | **0.00** | **192.00** | **09/09/2021** | | **42279** |
| | | | POSTAGE MACHINE INK CARTRIDGE | 21427 | | 192.00 | 0.00 | 192.00 | | | |

**Bank Number: 1 / Name: VECTRA BANK COLORADO / Description: ACCOUNTS PAYABLE (719)687-9246**

| Payment Number | Type | ID | Name | SRC | Num INV | Gross Amount | Discounts | Net Pay | Payment Date | HP Void | Batch |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **112641** | **CHK** | **A** | **KUBWATER RESOURCES INC** | **4643** | **1** | **3,474.49** | **0.00** | **3,474.49** | **09/09/2021** | | **42279** |
| | | | COMPOST - WWTP | 10393 | | 3,474.49 | 0.00 | 3,474.49 | | | |
| **112642** | **CHK** | **A** | **MIDWEST CARD AND ID SOLUTIONS** | **5112** | **1** | **2,988.00** | **0.00** | **2,988.00** | **09/09/2021** | | **42279** |
| | | | EMG MGT SALAMANDER | 28918 | | 2,988.00 | 0.00 | 2,988.00 | | | |
| **112643** | **CHK** | **A** | **TELLER COUNTY SHERIFF OFFICE** | **1** | **1** | **135.36** | **0.00** | **135.36** | **09/09/2021** | | **42279** |
| | | | REIMB. VETERAN'S RALLY-UTE INN | 08212021 | | 135.36 | 0.00 | 135.36 | | | |
| **112644** | **CHK** | **A** | **NICHOLAS & JENNIFER ABERCROMBI** | **1** | **1** | **4,000.00** | **0.00** | **4,000.00** | **09/09/2021** | | **42279** |
| | | | ESCROW REFUND | 09012021 | | 4,000.00 | 0.00 | 4,000.00 | | | |
| **112645** | **CHK** | **A** | **TAMMY SMIDT** | **1** | **1** | **144.00** | **0.00** | **144.00** | **09/09/2021** | | **42279** |
| | | | REFUND OF ZDP | 09012021A | | 144.00 | 0.00 | 144.00 | | | |
| **112646** | **CHK** | **A** | **STEVE VARNER** | **1** | **1** | **138.88** | **0.00** | **138.88** | **09/09/2021** | | **42279** |
| | | | CLOTHING REIMBURSEMENT | 09012021B | | 138.88 | 0.00 | 138.88 | | | |
| **112647** | **CHK** | **A** | **WALMART RESTITUTION RECOVERY** | **1** | **1** | **109.35** | **0.00** | **109.35** | **09/09/2021** | | **42279** |
| | | | RESTITUTION 18MD551 | 09072021 | | 109.35 | 0.00 | 109.35 | | | |
| **112648** | **CHK** | **A** | **LDB350LLC** | **1** | **3** | **42.60** | **0.00** | **42.60** | **09/09/2021** | | **42279** |
| | | | UTILITY REFUND | 3751.02 | | 42.60 | 0.00 | 1.84 | | | |
| | | | UTILITY REFUND | 3751.02 | | 42.60 | 0.00 | 12.93 | | | |
| | | | UTILITY REFUND | 3751.02 | | 42.60 | 0.00 | 27.83 | | | |
| **112649** | **CHK** | **A** | **RAMONA SPONSELLER** | **1** | **3** | **56.83** | **0.00** | **56.83** | **09/09/2021** | | **42279** |
| | | | UTILITY REFUND | 713.02 | | 56.83 | 0.00 | 9.77 | | | |
| | | | UTILITY REFUND | 713.02 | | 56.83 | 0.00 | 0.37 | | | |
| | | | UTILITY REFUND | 713.02 | | 56.83 | 0.00 | 46.69 | | | |
| **112650** | **CHK** | **A** | **JON G. REMODELING INC.** | **1** | **1** | **467.00** | **0.00** | **467.00** | **09/09/2021** | | **42279** |
| | | | WOODLAND STATION BEAUTIFICATIO | 954004 | | 467.00 | 0.00 | 467.00 | | | |
| **112651** | **CHK** | **A** | **NAPA AUTO PARTS** | **2048** | **2** | **666.92** | **0.00** | **666.92** | **09/09/2021** | | **42279** |
| | | | 09/2021 CHARGES | 8312021 | | 666.92 | 0.00 | 662.85 | | | |
| | | | 09/2021 CHARGES | 8312021 | | 666.92 | 0.00 | 4.07 | | | |
| **112652** | **CHK** | **A** | **PEAK INTERNET** | **3141** | **6** | **19,291.79** | **0.00** | **19,291.79** | **09/09/2021** | | **42279** |
| | | | 09/2021 CHARGES | 132736 | | 15,806.36 | 0.00 | 800.00 | | | |
| | | | 09/2021 CHARGES | 132736 | | 15,806.36 | 0.00 | 800.00 | | | |
| | | | 09/2021 CHARGES | 132736 | | 15,806.36 | 0.00 | 13,049.88 | | | |
| | | | 09/2021 CHARGES | 132736 | | 15,806.36 | 0.00 | 1,156.48 | | | |
| | | | 09/2021 CHARGES | 132737 | | 3,425.48 | 0.00 | 3,425.48 | | | |
| | | | 09/2021 CHARGES | 378113 | | 59.95 | 0.00 | 59.95 | | | |
| **112653** | **CHK** | **A** | **PIKES PEAK REGIONAL BUILDING D** | **4647** | **1** | **65.29** | **0.00** | **65.29** | **09/09/2021** | | **42279** |
| | | | 09/2021 PLAN FEES | 09012021 | | 65.29 | 0.00 | 65.29 | | | |
| **112654** | **CHK** | **A** | **PITNEY BOWES GLOBAL FINANCIAL** | **2479** | **1** | **90.00** | **0.00** | **90.00** | **09/09/2021** | | **42279** |
| | | | 09/21 POSTAGE METER LEASE WPPD | 3314113577 | | 90.00 | 0.00 | 90.00 | | | |
| **112655** | **CHK** | **A** | **PRIORITY RESEARCH** | **4392** | **1** | **320.40** | **0.00** | **320.40** | **09/09/2021** | | **42279** |
| | | | BACKROUND CHECKS - P&R | 894728 | | 320.40 | 0.00 | 320.40 | | | |
| **112656** | **CHK** | **A** | **SWIRE COCA-COLA,USA** | **5227** | **1** | **333.12** | **0.00** | **333.12** | **09/09/2021** | | **42279** |

**Bank Number: 1 / Name: VECTRA BANK COLORADO / Description: ACCOUNTS PAYABLE (719)687-9246**

| Payment Number | Type | ID | Name | SRC | Num INV | Gross Amount | Discounts | Net Pay | Payment Date | HP Void | Batch |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | CONCESSIONS - WAC | 13768206503 | | 333.12 | 0.00 | 333.12 | | | |
| **112657** | **CHK** | **A** | **TELLER COUNTY WASTE** | **4158** | **4** | **611.75** | **0.00** | **611.75** | **09/09/2021** | | **42279** |
| | | | Teller County Waste Trash | 08052021 | | 611.75 | 0.00 | 13.75 | | | |
| | | | Teller County Waste Trash | 08052021 | | 611.75 | 0.00 | 421.00 | | | |
| | | | Teller County Waste Trash | 08052021 | | 611.75 | 0.00 | 138.00 | | | |
| | | | Teller County Waste Trash | 08052021 | | 611.75 | 0.00 | 39.00 | | | |
| **112658** | **CHK** | **A** | **UNITED REPROGRAPHIC SUPPLY** | **4285** | **1** | **98.00** | **0.00** | **98.00** | **09/09/2021** | | **42279** |
| | | | 09/2021 AGREEMENT | 3435311 | | 98.00 | 0.00 | 98.00 | | | |
| **112659** | **CHK** | **A** | **VERIZON** | **3856** | **5** | **2,610.64** | **0.00** | **2,610.64** | **09/09/2021** | | **42279** |
| | | | WIRELESS CHARGES | 9887147541 | | 2,610.64 | 0.00 | 205.82 | | | |
| | | | WIRELESS CHARGES | 9887147541 | | 2,610.64 | 0.00 | 297.76 | | | |
| | | | WIRELESS CHARGES | 9887147541 | | 2,610.64 | 0.00 | 1,746.21 | | | |
| | | | WIRELESS CHARGES | 9887147541 | | 2,610.64 | 0.00 | 278.37 | | | |
| | | | WIRELESS CHARGES | 9887147541 | | 2,610.64 | 0.00 | 82.48 | | | |
| **112660** | **CHK** | **A** | **WILSON WILLIAMS LLP** | **5287** | **1** | **13,109.33** | **0.00** | **13,109.33** | **09/09/2021** | | **42279** |
| | | | 08/2021 LEGAL FEES | 031 | | 13,109.33 | 0.00 | 13,109.33 | | | |
| **112661** | **CHK** | **A** | **WIRELESS WATCHDOGS, LLC** | **5102** | **1** | **280.00** | **0.00** | **280.00** | **09/09/2021** | | **42279** |
| | | | 08/2021 MAINTENANCE | IN0087244 | | 280.00 | 0.00 | 280.00 | | | |
| **112662** | **CHK** | **A** | **BRIAN E. BUNDY** | **5208** | **1** | **840.00** | **0.00** | **840.00** | **09/09/2021** | | **42282** |
| | | | Accounting Support Service | 09052021 | | 840.00 | 0.00 | 840.00 | | | |
| **112665** | **CHK** | **A** | **4 RIVERS EQUIPMENT** | **130** | **1** | **137.92** | **0.00** | **137.92** | **09/16/2021** | | **42337** |
| | | | REPAIR #96 | 1146063 | | 137.92 | 0.00 | 137.92 | | | |
| **112666** | **CHK** | **A** | **BROWNS HILL ENGINEERING CONTRL** | **4326** | **1** | **396.00** | **0.00** | **396.00** | **09/16/2021** | | **42337** |
| | | | SERVICE WORK - 08/16-08/20 | 21723 | | 396.00 | 0.00 | 396.00 | | | |
| **112667** | **CHK** | **A** | **BRUCKNER TRUCK SALES** | **4482** | **1** | **1,744.17** | **0.00** | **1,744.17** | **09/16/2021** | | **42337** |
| | | | SERVICE & REPAIR - B&G | RA121000637:01 | | 1,744.17 | 0.00 | 1,744.17 | | | |
| **112668** | **CHK** | **A** | **CASELLE INC** | **2356** | **2** | **498.00** | **0.00** | **498.00** | **09/16/2021** | | **42337** |
| | | | 10/2021 CONTRACT | 111762 | | 498.00 | 0.00 | 323.70 | | | |
| | | | 10/2021 CONTRACT | 111762 | | 498.00 | 0.00 | 174.30 | | | |
| **112669** | **CHK** | **A** | **CHAD MILDBRANDT** | **5159** | **1** | **144.00** | **0.00** | **144.00** | **09/16/2021** | | **42337** |
| | | | BARTENDING - UPCC | 09112021 | | 144.00 | 0.00 | 144.00 | | | |
| **112670** | **CHK** | **A** | **CINTAS CORPORATION NO 2** | **4977** | **1** | **68.45** | **0.00** | **68.45** | **09/16/2021** | | **42337** |
| | | | UNIFORMS - FLEET | 4094895461 | | 68.45 | 0.00 | 68.45 | | | |
| **112671** | **CHK** | **A** | **CITY FINANCE ACCTS REC** | **1914** | **1** | **6,978.00** | **0.00** | **6,978.00** | **09/16/2021** | | **42337** |
| | | | PPRCN MOTOROLA CONSOLE FEES | PPRCN1208 | | 6,978.00 | 0.00 | 6,978.00 | | | |
| **112672** | **CHK** | **A** | **CORE & MAIN LP** | **4980** | **5** | **3,044.29** | **0.00** | **3,044.29** | **09/16/2021** | | **42337** |
| | | | SUPPLIES - F/S | P493772 | | 806.01 | 0.00 | 806.01 | | | |
| | | | SUPPLIES - F/S | P495953 | | 208.72 | 0.00 | 208.72 | | | |
| | | | SUPPLIES - F/S | P499383 | | 452.48 | 0.00 | 452.48 | | | |
| | | | CURB BOX - F/S | P500093 | | 728.50 | 0.00 | 728.50 | | | |
| | | | SUPPLIES - F/S | P500311 | | 848.58 | 0.00 | 848.58 | | | |

Bank Number: 1 / Name: VECTRA BANK COLORADO / Description: ACCOUNTS PAYABLE (719)687-9246

| Payment Number | Type | ID | Name | SRC | Num INV | Gross Amount | Discounts | Net Pay | Payment Date | HP Void | Batch |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **112673** | **CHK** | **A** | **CPRA COLO. PARKS & RECREATION** | **109** | **1** | **87.00** | **0.00** | **87.00** | **09/16/2021** | | **42337** |
| | | | 2021 CONFERENCE | 200014042 | | 87.00 | 0.00 | 87.00 | | | |
| **112674** | **CHK** | **A** | **CPS DISTRIBUTORS, INC** | **194** | **1** | **347.31** | **0.00** | **347.31** | **09/16/2021** | | **42337** |
| | | | DEER REPELLENT - B&G | 0004759449-001 | | 347.31 | 0.00 | 347.31 | | | |
| **112675** | **CHK** | **A** | **CRANE REPAIR COMPANY, INC** | **5277** | **1** | **1,192.91** | **0.00** | **1,192.91** | **09/16/2021** | | **42337** |
| | | | CRANE REPAIR | 23755 | | 1,192.91 | 0.00 | 1,192.91 | | | |
| **112676** | **CHK** | **A** | **DANIELS LONG CHEVROLET** | **203** | **3** | **1,122.45** | **0.00** | **1,122.45** | **09/16/2021** | | **42337** |
| | | | #46 - REPAIR | 637926 | | 256.63 | 0.00 | 256.63 | | | |
| | | | #46 REPAIR | 637949 | | 256.63 | 0.00 | 256.63 | | | |
| | | | #46 - REPAIR | 637970 | | 609.19 | 0.00 | 609.19 | | | |
| **112677** | **CHK** | **A** | **DOCUMART COPIES & PRINTING** | **3252** | **1** | **102.64** | **0.00** | **102.64** | **09/16/2021** | | **42337** |
| | | | OFFICE SUPPLIES | 367588 | | 102.64 | 0.00 | 102.64 | | | |
| **112678** | **CHK** | **A** | **EL PASO CTY HEALTH DEPT LAB** | **241** | **1** | **273.00** | **0.00** | **273.00** | **09/16/2021** | | **42337** |
| | | | BACTERIOLOGICAL TESTS - WTP | 083121 | | 273.00 | 0.00 | 273.00 | | | |
| **112679** | **CHK** | **A** | **GALLS, LLC** | **5221** | **5** | **566.76** | **0.00** | **566.76** | **09/16/2021** | | **42337** |
| | | | UNIFORM - HASLER | 019022628 | | 11.56 | 0.00 | 11.56 | | | |
| | | | UNIFORM - COUCH | 019032837 | | 147.13 | 0.00 | 147.13 | | | |
| | | | UNIFORM - COUCH | 019118584 | | 105.17 | 0.00 | 105.17 | | | |
| | | | UNIFORM - HODGES | 019158189 | | 290.00 | 0.00 | 290.00 | | | |
| | | | UNIFORM - COUCH | 019181455 | | 12.90 | 0.00 | 12.90 | | | |
| **112680** | **CHK** | **A** | **GRACE JOHNSON** | **5156** | **1** | **54.00** | **0.00** | **54.00** | **09/16/2021** | | **42337** |
| | | | BARTENDING - UPCC | 09122021 | | 54.00 | 0.00 | 54.00 | | | |
| **112681** | **CHK** | **A** | **GRAINGER INC.** | **282** | **1** | **55.96** | **0.00** | **55.96** | **09/16/2021** | | **42337** |
| | | | SWITCH - WTP | 9045750958 | | 55.96 | 0.00 | 55.96 | | | |
| **112682** | **CHK** | **A** | **HARRELL'S INC** | **5104** | **1** | **1,060.00** | **0.00** | **1,060.00** | **09/16/2021** | | **42337** |
| | | | CHEMICALS - B&G | INV01535954 | | 1,060.00 | 0.00 | 1,060.00 | | | |
| **112683** | **CHK** | **A** | **HIGH COUNTRY PEST CONTROL** | **3822** | **1** | **101.00** | **0.00** | **101.00** | **09/16/2021** | | **42337** |
| | | | PEST CONTROL | 89699 | | 101.00 | 0.00 | 101.00 | | | |
| **112684** | **CHK** | **A** | **IMAGE BEARERS CLEANING LLC** | **5082** | **1** | **3,853.00** | **0.00** | **3,853.00** | **09/16/2021** | | **42337** |
| | | | CLEANING CONTRACT - SEPT | 2923 | | 3,853.00 | 0.00 | 3,853.00 | | | |
| **112685** | **CHK** | **A** | **K.E.C.I.COLORADO INC** | **5299** | **1** | **27,873.94** | **0.00** | **27,873.94** | **09/16/2021** | | **42337** |
| | | | GATEWAY SIDEWALK - #3 | 410103 | | 27,873.94 | 0.00 | 27,873.94 | | | |
| **112686** | **CHK** | **A** | **LEXIS NEXIS ACCURINT** | **3379** | **1** | **30.00** | **0.00** | **30.00** | **09/16/2021** | | **42337** |
| | | | 08/2021 CONTRACT | 1209360-20210831 | | 30.00 | 0.00 | 30.00 | | | |
| **112687** | **CHK** | **A** | **TELLER COUNTY CLERK & RECORDER** | **1** | **1** | **2.90** | **0.00** | **2.90** | **09/16/2021** | | **42337** |
| | | | RECORDED PLATS | 09142021 | | 2.90 | 0.00 | 2.90 | | | |
| **112688** | **CHK** | **A** | **4IMPRINT, INC.** | **1** | **1** | **387.04** | **0.00** | **387.04** | **09/16/2021** | | **42337** |
| | | | NOTEBOOKS - ADMIN | 21669452 | | 387.04 | 0.00 | 387.04 | | | |
| **112689** | **CHK** | **A** | **INTERMOUNTAIN SALES OF DENVER,** | **1** | **2** | **300.88** | **0.00** | **300.88** | **09/16/2021** | | **42337** |
| | | | REPAIR - F/S | 29072 | | 300.88 | 0.00 | 105.31 | | | |

Bank Number: 1 / Name: VECTRA BANK COLORADO / Description: ACCOUNTS PAYABLE (719)687-9246

| Payment Number | Type | ID | Name | SRC | Num INV | Gross Amount | Discounts | Net Pay | Payment Date | HP Void | Batch |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | REPAIR - F/S | 29072 | | 300.88 | 0.00 | 195.57 | | | |
| **112690** | **CHK** | **A** | **MARIA & JASON ALVIAR-TITUS** | **1** | **1** | **50.19** | **0.00** | **50.19** | **09/16/2021** | | **42337** |
| | | | UTILITY REFUND | 3779.07 | | 50.19 | 0.00 | 50.19 | | | |
| **112691** | **CHK** | **A** | **RAMONA SPONSELLER** | **1** | **1** | **250.00** | **0.00** | **250.00** | **09/16/2021** | | **42337** |
| | | | UTILTIY REFUND | 713.02A | | 250.00 | 0.00 | 250.00 | | | |
| **112692** | **CHK** | **A** | **NICOLETTI-FLATTER ASSOCIATES,P** | **4698** | **1** | **225.00** | **0.00** | **225.00** | **09/16/2021** | | **42337** |
| | | | PRE - EMPLOYMENT | 21083 | | 225.00 | 0.00 | 225.00 | | | |
| **112693** | **CHK** | **A** | **O'REILLY AUTOMOTIVE STORES, IN** | **4531** | **1** | **28.46** | **0.00** | **28.46** | **09/16/2021** | | **42337** |
| | | | 08/2021 CHARGES | 82821 | | 28.46 | 0.00 | 28.46 | | | |
| **112694** | **CHK** | **A** | **PIONEER MANUFACTURING COMPANY** | **2628** | **1** | **774.50** | **0.00** | **774.50** | **09/16/2021** | | **42337** |
| | | | ATHLETIC FIELD - B&G | INV802881 | | 774.50 | 0.00 | 774.50 | | | |
| **112695** | **CHK** | **A** | **PREMIER COPIER INC** | **5296** | **1** | **233.37** | **0.00** | **233.37** | **09/16/2021** | | **42337** |
| | | | COPIES - WAC | 68777 | | 233.37 | 0.00 | 233.37 | | | |
| **112696** | **CHK** | **A** | **QUADIENT FINANCE USA, INC** | **5204** | **1** | **500.00** | **0.00** | **500.00** | **09/16/2021** | | **42337** |
| | | | POSTAGE METER REFILL | 08292021 | | 500.00 | 0.00 | 500.00 | | | |
| **112697** | **CHK** | **A** | **R.N.D.C.** | **3871** | **1** | **184.94** | **0.00** | **184.94** | **09/16/2021** | | **42337** |
| | | | LIQUOR DELIVERY | 6258695 | | 184.94 | 0.00 | 184.94 | | | |
| **112698** | **CHK** | **A** | **RAMPART SUPPLY, INC.** | **528** | **1** | **213.56** | **0.00** | **213.56** | **09/16/2021** | | **42337** |
| | | | REBUILD KITS - B&G | 2671675-00 | | 213.56 | 0.00 | 213.56 | | | |
| **112699** | **CHK** | **A** | **SCHMIDT CONSTRUCTION** | **559** | **3** | **1,162.00** | **0.00** | **1,162.00** | **09/16/2021** | | **42337** |
| | | | ASPHALT - STREETS | 2633729 | | 610.96 | 0.00 | 610.96 | | | |
| | | | ASPHALT - STREETS | 2634130 | | 216.16 | 0.00 | 216.16 | | | |
| | | | ASPHALT - STREETS | 2634840 | | 334.88 | 0.00 | 334.88 | | | |
| **112700** | **CHK** | **A** | **SNO-WHITE LINEN & UNIFORM, INC** | **581** | **1** | **169.25** | **0.00** | **169.25** | **09/16/2021** | | **42337** |
| | | | EVENT EXPENSE | S92069 | | 169.25 | 0.00 | 169.25 | | | |
| **112701** | **CHK** | **A** | **SOUTHERN GLAZER'S WINE & SPIRI** | **2805** | **2** | **162.57** | **0.00** | **162.57** | **09/16/2021** | | **42337** |
| | | | LIQUOR DELIVERY - UPCC | 2610383 | | 104.55 | 0.00 | 104.55 | | | |
| | | | LIQUOR DELIVERY | 2610384 | | 58.02 | 0.00 | 58.02 | | | |
| **112702** | **CHK** | **A** | **STANLEY CONVERGENT SECURITY SO** | **4042** | **1** | **376.24** | **0.00** | **376.24** | **09/16/2021** | | **42337** |
| | | | 08/2021 MAINTENANCE CHARGES | 6001665625 | | 376.24 | 0.00 | 376.24 | | | |
| **112703** | **CHK** | **A** | **TELLER COUNTY WASTE** | **4158** | **1** | **350.00** | **0.00** | **350.00** | **09/16/2021** | | **42337** |
| | | | 09/2021 PORTABLE RESTROOMS | 18701 | | 350.00 | 0.00 | 350.00 | | | |
| **112704** | **CHK** | **A** | **THE EMBLEM AUTHORITY** | **5225** | **1** | **345.60** | **0.00** | **345.60** | **09/16/2021** | | **42337** |
| | | | UNIFORM BADGES | 37169 | | 345.60 | 0.00 | 345.60 | | | |
| **112705** | **CHK** | **A** | **UCH-MHS** | **4703** | **1** | **874.92** | **0.00** | **874.92** | **09/16/2021** | | **42337** |
| | | | CASE # 21-1240 EXAM | 2060112056 | | 874.92 | 0.00 | 874.92 | | | |
| **112706** | **CHK** | **A** | **UNCC UTILITY NOTIFICATION CNTR** | **2012** | **2** | **234.96** | **0.00** | **234.96** | **09/16/2021** | | **42337** |
| | | | UTILITY LOCATES | 221081548 | | 234.96 | 0.00 | 152.72 | | | |
| | | | UTILITY LOCATES | 221081548 | | 234.96 | 0.00 | 82.24 | | | |

Bank Number: 1 / Name: VECTRA BANK COLORADO / Description: ACCOUNTS PAYABLE (719)687-9246

| Payment Number | Type | ID | Name | SRC | Num INV | Gross Amount | Discounts | Net Pay | Payment Date | HP Void | Batch |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **112707** | **CHK** | **A** | **UPS STORE #1374** | **416** | **3** | **287.93** | **0.00** | **287.93** | **09/16/2021** | | **42337** |
| | | | 08/2021 CHARGES | 8312021 | | 287.93 | 0.00 | 129.60 | | | |
| | | | 08/2021 CHARGES | 8312021 | | 287.93 | 0.00 | 143.44 | | | |
| | | | 08/2021 CHARGES | 8312021 | | 287.93 | 0.00 | 14.89 | | | |
| **112708** | **CHK** | **A** | **USA BLUEBOOK** | **1779** | **2** | **355.19** | **0.00** | **355.19** | **09/16/2021** | | **42337** |
| | | | SUPPLIES | 694311 | | 101.08 | 0.00 | 101.08 | | | |
| | | | SUPPLIES - F/S | 698704 | | 254.11 | 0.00 | 254.11 | | | |
| **112709** | **CHK** | **A** | **WANCO, INC.** | **3905** | **1** | **260.00** | **0.00** | **260.00** | **09/16/2021** | | **42337** |
| | | | REPAIR | 64235 | | 260.00 | 0.00 | 260.00 | | | |
| **112710** | **CHK** | **A** | **WASTE MANAGEMENT WOODLAND PARK** | **3004** | **1** | **265.75** | **0.00** | **265.75** | **09/16/2021** | | **42337** |
| | | | 09/2021 CHARGES - WWTP | 0701383-2517-3 | | 265.75 | 0.00 | 265.75 | | | |
| **112711** | **CHK** | **A** | **WAXIE SANITARY SUPPLY** | **4189** | **2** | **1,962.10** | **0.00** | **1,962.10** | **09/16/2021** | | **42337** |
| | | | CUSTODIAL SUPPLIES - B&G | 80234190 | | 1,377.70 | 0.00 | 1,377.70 | | | |
| | | | CUSTODIAL SUPPLIES - B&G | 80234191 | | 584.40 | 0.00 | 584.40 | | | |
| **112712** | **CHK** | **A** | **WEX HEALTH INC** | **5283** | **1** | **83.00** | **0.00** | **83.00** | **09/16/2021** | | **42337** |
| | | | 08/2021 FSA | 0001390266-IN | | 83.00 | 0.00 | 83.00 | | | |
| **112713** | **CHK** | **A** | **WHISLER INDUSTRIAL SUPPLY** | **682** | **1** | **21.11** | **0.00** | **21.11** | **09/16/2021** | | **42337** |
| | | | PARTS | 2410634 | | 21.11 | 0.00 | 21.11 | | | |
| **112714** | **CHK** | **A** | **WOODLAND HARDWARE & RENTAL** | **2739** | **5** | **736.28** | **0.00** | **736.28** | **09/16/2021** | | **42337** |
| | | | 08/2021 CHARGES | 831201 | | 736.28 | 0.00 | 326.64 | | | |
| | | | 08/2021 CHARGES | 831201 | | 736.28 | 0.00 | 356.08 | | | |
| | | | 08/2021 CHARGES | 831201 | | 736.28 | 0.00 | 9.99 | | | |
| | | | 08/2021 CHARGES | 831201 | | 736.28 | 0.00 | 26.58 | | | |
| | | | 08/2021 CHARGES | 831201 | | 736.28 | 0.00 | 16.99 | | | |
| **112715** | **CHK** | **A** | **TELLER CNTY SHERIFF'S OFFICE** | **2103** | **1** | **90.00** | **0.00** | **90.00** | **09/16/2021** | | **42342** |
| | | | TELLER COUNTY AWARDS BANQUET | 09162021 | | 90.00 | 0.00 | 90.00 | | | |
| **112716** | **CHK** | **A** | **BADGER METER INC** | **4278** | **1** | **161.00** | **0.00** | **161.00** | **09/23/2021** | | **42352** |
| | | | SUPPLIES - F/S | 1456459 | | 161.00 | 0.00 | 161.00 | | | |
| **112717** | **CHK** | **A** | **BRIAN E. BUNDY** | **5208** | **1** | **525.00** | **0.00** | **525.00** | **09/23/2021** | | **42352** |
| | | | 09/06-09/19 ACCT. SERVICES | 09192021 | | 525.00 | 0.00 | 525.00 | | | |
| **112718** | **CHK** | **A** | **CHAD MILDBRANDT** | **5159** | **1** | **72.00** | **0.00** | **72.00** | **09/23/2021** | | **42352** |
| | | | BARTENDING | 09202021 | | 72.00 | 0.00 | 72.00 | | | |
| **112719** | **CHK** | **A** | **CORE & MAIN LP** | **4980** | **6** | **4,397.46** | **0.00** | **4,397.46** | **09/23/2021** | | **42352** |
| | | | SUPPLIES - F/S | P498422 | | 1,508.37 | 0.00 | 1,508.37 | | | |
| | | | DRAINAGE - STREETS | P507701 | | 1,290.90 | 0.00 | 1,290.90 | | | |
| | | | SUPPLIES - F/S | P510204 | | 394.19 | 0.00 | 394.19 | | | |
| | | | SUPPLIES - F/S | P510753 | | 585.48 | 0.00 | 585.48 | | | |
| | | | SUPPLIES - F/S | P521069 | | 537.24 | 0.00 | 537.24 | | | |
| | | | SUPPLIES - F/S | P527912 | | 81.28 | 0.00 | 81.28 | | | |
| **112720** | **CHK** | **A** | **CORE ELECTRIC COOPERATIVE** | **5316** | **3** | **17,259.56** | **0.00** | **17,259.56** | **09/23/2021** | | **42352** |
| | | | 08/2021 CHARGES | 09102021B | | 17,259.56 | 0.00 | 8,556.79 | | | |
| | | | 08/2021 CHARGES | 09102021B | | 17,259.56 | 0.00 | 3,354.83 | | | |
| | | | 08/2021 CHARGES | 09102021B | | 17,259.56 | 0.00 | 5,347.94 | | | |

Bank Number: 1 / Name: VECTRA BANK COLORADO / Description: ACCOUNTS PAYABLE (719)687-9246

| Payment Number | Type | ID | Name | SRC | Num INV | Gross Amount | Discounts | Net Pay | Payment Date | HP Void | Batch |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **112721** | **CHK** | **A** | **CPS DISTRIBUTORS, INC** | **194** | **1** | **837.54** | **0.00** | **837.54** | **09/23/2021** | | **42352** |
| | | | STOCK PURCHASES - B&G | 0005108886-001 | | 837.54 | 0.00 | 837.54 | | | |
| **112722** | **CHK** | **A** | **DOCUMART COPIES & PRINTING** | **3252** | **2** | **465.00** | **0.00** | **465.00** | **09/23/2021** | | **42352** |
| | | | BUS. CARDS - VICTIM ASST. | 367525 | | 60.00 | 0.00 | 60.00 | | | |
| | | | BUS. CARDS - DISPATCH | 367583 | | 405.00 | 0.00 | 405.00 | | | |
| **112723** | **CHK** | **A** | **ECONO SIGNS AND BARRICADE** | **4831** | **1** | **914.11** | **0.00** | **914.11** | **09/23/2021** | | **42352** |
| | | | SIGNAGE - STREETS | 10-969527 | | 914.11 | 0.00 | 914.11 | | | |
| **112724** | **CHK** | **A** | **ENGER, JANE** | **3876** | **1** | **26.25** | **0.00** | **26.25** | **09/23/2021** | | **42352** |
| | | | INSTRUCTOR - P&R | 09152021 | | 26.25 | 0.00 | 26.25 | | | |
| **112725** | **CHK** | **A** | **FOXWORTH-GALBRAITH LUMBER CO** | **96** | **3** | **588.18** | **0.00** | **588.18** | **09/23/2021** | | **42352** |
| | | | 08/2021 CHARGES | 8312021 | | 588.18 | 0.00 | 442.72 | | | |
| | | | 08/2021 CHARGES | 8312021 | | 588.18 | 0.00 | 99.48 | | | |
| | | | 08/2021 CHARGES | 8312021 | | 588.18 | 0.00 | 45.98 | | | |
| **112726** | **CHK** | **A** | **HINKLE & COMPANY,PC** | **5035** | **1** | **7,300.00** | **0.00** | **7,300.00** | **09/23/2021** | | **42352** |
| | | | 2020 AUDIT | 8662 | | 7,300.00 | 0.00 | 7,300.00 | | | |
| **112727** | **CHK** | **A** | **IDEXX DISTRIBUTION, INC.** | **3659** | **1** | **980.29** | **0.00** | **980.29** | **09/23/2021** | | **42352** |
| | | | LAB SUPPLIES - WWTP | 3091793042 | | 980.29 | 0.00 | 980.29 | | | |
| **112728** | **CHK** | **A** | **ISAIAH WILEY** | **5230** | **1** | **15.00** | **0.00** | **15.00** | **09/23/2021** | | **42352** |
| | | | OFFICIAL - P&R | 09202021 | | 15.00 | 0.00 | 15.00 | | | |
| **112729** | **CHK** | **A** | **JOSIAH EDWARD NEWTON** | **5075** | **1** | **26.00** | **0.00** | **26.00** | **09/23/2021** | | **42352** |
| | | | OFFICIAL - P&R | 09202021 | | 26.00 | 0.00 | 26.00 | | | |
| **112730** | **CHK** | **A** | **KROGER-KING SOOPERS CUST CHGS** | **145** | **1** | **101.78** | **0.00** | **101.78** | **09/23/2021** | | **42352** |
| | | | 08/2121-09/2021 CHARGES | 9142021 | | 101.78 | 0.00 | 101.78 | | | |
| **112731** | **CHK** | **A** | **KS STATEBANK** | **5217** | **1** | **377.98** | **0.00** | **377.98** | **09/23/2021** | | **42352** |
| | | | KYOCERA COPIER CONTRACT - WAC | 11252021 | | 377.98 | 0.00 | 377.98 | | | |
| **112732** | **CHK** | **A** | **L.N. CURTIS & SONS** | **5123** | **1** | **353.00** | **0.00** | **353.00** | **09/23/2021** | | **42352** |
| | | | UNIFORMS - WPPD | INV525975 | | 353.00 | 0.00 | 353.00 | | | |
| **112733** | **CHK** | **A** | **LAFEVER, DALTON** | **4494** | **1** | **195.00** | **0.00** | **195.00** | **09/23/2021** | | **42352** |
| | | | OFFICIAL - P&R | 09202021 | | 195.00 | 0.00 | 195.00 | | | |
| **112734** | **CHK** | **A** | **LEWAN & ASSOCIATES, INC.** | **398** | **1** | **1,417.70** | **0.00** | **1,417.70** | **09/23/2021** | | **42352** |
| | | | 09/21-10/21 USAGE | IN1321566 | | 1,417.70 | 0.00 | 1,417.70 | | | |
| **112735** | **CHK** | **A** | **LOGAN SIMPSON DESIGN INC** | **5282** | **2** | **18,750.00** | **0.00** | **18,750.00** | **09/23/2021** | | **42352** |
| | | | COMP PLAN & CODE REVIEW | 28245 | | 15,000.00 | 0.00 | 15,000.00 | | | |
| | | | COMPREHENSIVE PLAN | 28371 | | 3,750.00 | 0.00 | 3,750.00 | | | |
| **112736** | **CHK** | **A** | **MARSHALL MCAFEE** | **5319** | **1** | **10.00** | **0.00** | **10.00** | **09/23/2021** | | **42352** |
| | | | OFFICIAL - P&R | 09202021 | | 10.00 | 0.00 | 10.00 | | | |
| **112737** | **CHK** | **A** | **MARTINEZ,BRIANNA** | **4737** | **1** | **72.00** | **0.00** | **72.00** | **09/23/2021** | | **42352** |
| | | | OFFICIAL - P&R | 09202021 | | 72.00 | 0.00 | 72.00 | | | |
| **112738** | **CHK** | **A** | **MBI CONTRACTORS INC** | **5032** | **2** | **3,782.88** | **0.00** | **3,782.88** | **09/23/2021** | | **42352** |

**Bank Number: 1 / Name: VECTRA BANK COLORADO / Description: ACCOUNTS PAYABLE (719)687-9246**

| Payment Number | Type | ID | Name | SRC | Num INV | Gross Amount | Discounts | Net Pay | Payment Date | HP Void | Batch |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | USE TAX REFUND M24885 | M24885 | | 2,163.09 | 0.00 | 2,163.09 | | | |
| | | | USE TAX REFUND | M57524 | | 1,619.79 | 0.00 | 1,619.79 | | | |
| **112739** | **CHK** | **A** | **SARAH HORWOOD** | **1** | **1** | **122.03** | **0.00** | **122.03** | **09/23/2021** | | **42352** |
| | | | KWPB FOOD AND SUPPLIES | 09202021 | | 122.03 | 0.00 | 122.03 | | | |
| **112740** | **CHK** | **A** | **JOHN W RATCLIFF** | **1** | **1** | **21,750.00** | **0.00** | **21,750.00** | **09/23/2021** | | **42352** |
| | | | PARTIAL REFUND OF ESCROW | 09202021A | | 21,750.00 | 0.00 | 21,750.00 | | | |
| **112741** | **CHK** | **A** | **BONNIE & CHRISTOPHER ROBINSON** | **1** | **1** | **326.43** | **0.00** | **326.43** | **09/23/2021** | | **42352** |
| | | | UTILITY DEPOSIT | 1052.02 | | 326.43 | 0.00 | 326.43 | | | |
| **112742** | **CHK** | **A** | **ANTHONY & DONNA HAJEK** | **1** | **1** | **55.93** | **0.00** | **55.93** | **09/23/2021** | | **42352** |
| | | | UTILITY DEPOSIT | 625.04 | | 55.93 | 0.00 | 55.93 | | | |
| **112743** | **CHK** | **A** | **RED WING BUSINESS ADVANTAGE AC** | **4982** | **1** | **157.24** | **0.00** | **157.24** | **09/23/2021** | | **42352** |
| | | | UNIFORM - STREETS | 951-1-81049 | | 157.24 | 0.00 | 157.24 | | | |
| **112744** | **CHK** | **A** | **ROSS ELECTRIC-ENTERPRISE, INC** | **3139** | **1** | **332.78** | **0.00** | **332.78** | **09/23/2021** | | **42352** |
| | | | SERVICE CALL AND REPAIR | 120717 | | 332.78 | 0.00 | 332.78 | | | |
| **112745** | **CHK** | **A** | **RYDER M JAMES** | **5247** | **1** | **25.00** | **0.00** | **25.00** | **09/23/2021** | | **42352** |
| | | | OFFICIAL - P&R | 09202021 | | 25.00 | 0.00 | 25.00 | | | |
| **112746** | **CHK** | **A** | **SCHMIDT CONSTRUCTION** | **559** | **2** | **1,056.72** | **0.00** | **1,056.72** | **09/23/2021** | | **42352** |
| | | | ASPHALT - STREETS | 2620457 | | 665.28 | 0.00 | 665.28 | | | |
| | | | ASPHALT - STREETS | 2636475 | | 391.44 | 0.00 | 391.44 | | | |
| **112747** | **CHK** | **A** | **SOLITUDE LAKE MANAGEMENT** | **5073** | **1** | **408.00** | **0.00** | **408.00** | **09/23/2021** | | **42352** |
| | | | 5 month Contract Memorial Park | PI-A00664768 | | 408.00 | 0.00 | 408.00 | | | |
| **112748** | **CHK** | **A** | **TIMBER LINE ELEC/CONTROL CORP** | **1145** | **2** | **2,210.50** | **0.00** | **2,210.50** | **09/23/2021** | | **42352** |
| | | | SOFTWARE RENEWAL | 21168 | | 1,965.00 | 0.00 | 1,965.00 | | | |
| | | | ALARM REPAIR | 5809 | | 245.50 | 0.00 | 245.50 | | | |
| **112749** | **CHK** | **A** | **TREATMENT TECH, INC.** | **1494** | **3** | **7,285.00** | **0.00** | **7,285.00** | **09/23/2021** | | **42352** |
| | | | SODIUM HYPOCHLORITE - WTP | 184609 | | 4,335.00 | 0.00 | 4,335.00 | | | |
| | | | SODA ASH - WTP | 184763 | | 1,419.00 | 0.00 | 1,419.00 | | | |
| | | | SODA ASH - WTP | 185157 | | 1,531.00 | 0.00 | 1,531.00 | | | |
| **112750** | **CHK** | **A** | **USA BLUEBOOK** | **1779** | **2** | **395.82** | **0.00** | **395.82** | **09/23/2021** | | **42352** |
| | | | SAFETY - WWTP | 709452 | | 120.94 | 0.00 | 120.94 | | | |
| | | | SULFURIC ACID | 709456 | | 274.88 | 0.00 | 274.88 | | | |
| **112751** | **CHK** | **A** | **WADE GENOVA** | **4999** | **1** | **59.90** | **0.00** | **59.90** | **09/23/2021** | | **42352** |
| | | | PAVER STONES | 1392 | | 59.90 | 0.00 | 59.90 | | | |
| **112752** | **CHK** | **A** | **WALMART** | **5318** | **1** | **88,926.20** | **0.00** | **88,926.20** | **09/23/2021** | | **42352** |
| | | | 2019 WALMART AMENDED REFUND | 09162021 | | 88,926.20 | 0.00 | 88,926.20 | | | |
| **112753** | **CHK** | **A** | **WOODLAND PARK SCHOOL DIST RE-2** | **1262** | **1** | **266,690.41** | **0.00** | **266,690.41** | **09/23/2021** | | **42352** |
| | | | 07/2021 SALES TAX | 09122021 | | 266,690.41 | 0.00 | 266,690.41 | | | |
| **112755** | **CHK** | **A** | **4 RIVERS EQUIPMENT** | **130** | **1** | **24.29** | **0.00** | **24.29** | **09/30/2021** | | **42363** |
| | | | #96 REPAIR - WWTP | 1152393 | | 24.29 | 0.00 | 24.29 | | | |

Bank Number: 1 / Name: VECTRA BANK COLORADO / Description: ACCOUNTS PAYABLE (719)687-9246

| Payment Number | Type | ID | Name | SRC | Num INV | Gross Amount | Discounts | Net Pay | Payment Date | HP Void | Batch |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **112756** | **CHK** | **A** | **AIS SPECIALTY PRODUCTS, INC** | **3074** | **3** | **2,104.00** | **0.00** | **2,104.00** | **09/30/2021** | | **42363** |
| | | | CUSTODIAL SUPPLIES - B&G | PS1413470 | | 235.00 | 0.00 | 235.00 | | | |
| | | | SUPPLIES - B&G | PS1414826 | | 405.00 | 0.00 | 405.00 | | | |
| | | | EQUIP. REPAIR | PSI412826 | | 1,464.00 | 0.00 | 1,464.00 | | | |
| **112757** | **CHK** | **A** | **BENJAMIN LEE CANON** | **5181** | **1** | **562.50** | **0.00** | **562.50** | **09/30/2021** | | **42363** |
| | | | SITE VISITS - FIBER INSTALL | 1119 | | 562.50 | 0.00 | 562.50 | | | |
| **112758** | **CHK** | **A** | **BEVERAGE DISTRIBUTORS** | **1132** | **1** | **773.51** | **0.00** | **773.51** | **09/30/2021** | | **42363** |
| | | | LIQUOR DELIVERY | 341174766 | | 773.51 | 0.00 | 773.51 | | | |
| **112759** | **CHK** | **A** | **BILL'S EQUIPMENT & SUPPLY, INC** | **1728** | **1** | **26.20** | **0.00** | **26.20** | **09/30/2021** | | **42363** |
| | | | SUPPLIES - F/S | 459223 | | 26.20 | 0.00 | 26.20 | | | |
| **112760** | **CHK** | **A** | **BLACK HILLS ENERGY** | **4035** | **4** | **3,264.93** | **0.00** | **3,264.93** | **09/30/2021** | | **42363** |
| | | | 09/2021 CHARGES | 9232021 | | 3,264.93 | 0.00 | 198.74 | | | |
| | | | 09/2021 CHARGES | 9232021 | | 3,264.93 | 0.00 | 584.68 | | | |
| | | | 09/2021 CHARGES | 9232021 | | 3,264.93 | 0.00 | 2,355.68 | | | |
| | | | 09/2021 CHARGES | 9232021 | | 3,264.93 | 0.00 | 125.83 | | | |
| **112761** | **CHK** | **A** | **CAPITAL ONE, N.A.** | **5298** | **2** | **160.57** | **0.00** | **160.57** | **09/30/2021** | | **42363** |
| | | | 09/2021 CHARGES | 9192021 | | 160.57 | 0.00 | 12.52 | | | |
| | | | 09/2021 CHARGES | 9192021 | | 160.57 | 0.00 | 148.05 | | | |
| **112762** | **CHK** | **A** | **CHAD MILDBRANDT** | **5159** | **1** | **144.00** | **0.00** | **144.00** | **09/30/2021** | | **42363** |
| | | | BARTENDING - UPCC | 09272021 | | 144.00 | 0.00 | 144.00 | | | |
| **112763** | **CHK** | **A** | **CINTAS CORPORATION NO 2** | **4977** | **2** | **155.41** | **0.00** | **155.41** | **09/30/2021** | | **42363** |
| | | | UNIFORM - FLEET | 4095445328 | | 68.45 | 0.00 | 68.45 | | | |
| | | | UNIFORMS - FLEET | 4096209889 | | 86.96 | 0.00 | 86.96 | | | |
| **112764** | **CHK** | **A** | **COLUMBIA CASCADE CO.** | **3762** | **1** | **1,470.00** | **0.00** | **1,470.00** | **09/30/2021** | | **42363** |
| | | | PARK EQUIPMENT - B&G | 49987-63 | | 1,470.00 | 0.00 | 1,470.00 | | | |
| **112765** | **CHK** | **A** | **CONROY'S PLUS ONE INC** | **4918** | **1** | **598.00** | **0.00** | **598.00** | **09/30/2021** | | **42363** |
| | | | REPAIR | 81410 | | 598.00 | 0.00 | 598.00 | | | |
| **112766** | **CHK** | **A** | **CPS DISTRIBUTORS, INC** | **194** | **1** | **421.64** | **0.00** | **421.64** | **09/30/2021** | | **42363** |
| | | | STOCK SUPPLIES | 0005109018-001 | | 421.64 | 0.00 | 421.64 | | | |
| **112767** | **CHK** | **A** | **DISPLAY SALES CO** | **4559** | **2** | **1,875.00** | **0.00** | **1,875.00** | **09/30/2021** | | **42363** |
| | | | FLAGS - B&G | INV-029919 | | 1,574.00 | 0.00 | 1,574.00 | | | |
| | | | CUSTOM FLAGS | INV-029937 | | 301.00 | 0.00 | 301.00 | | | |
| **112768** | **CHK** | **A** | **DYLAN MILDBRANDT** | **5312** | **1** | **156.00** | **0.00** | **156.00** | **09/30/2021** | | **42363** |
| | | | BARTENDING - UPCC | 09272021 | | 156.00 | 0.00 | 156.00 | | | |
| **112769** | **CHK** | **A** | **EMPLOYERS COUNCIL SERVICES, IN** | **5099** | **1** | **200.00** | **0.00** | **200.00** | **09/30/2021** | | **42363** |
| | | | BACKROUND CHECKS | 0000389571 | | 200.00 | 0.00 | 200.00 | | | |
| **112770** | **CHK** | **A** | **FISHER SCIENTIFIC** | **258** | **1** | **330.20** | **0.00** | **330.20** | **09/30/2021** | | **42363** |
| | | | SUPPLIES - WWTP | 1264798 | | 330.20 | 0.00 | 330.20 | | | |
| **112771** | **CHK** | **A** | **GALLS, LLC** | **5221** | **1** | **48.94** | **0.00** | **48.94** | **09/30/2021** | | **42363** |
| | | | GALLS UNIFORM | 018756185 | | 48.94 | 0.00 | 48.94 | | | |

Bank Number: 1 / Name: VECTRA BANK COLORADO / Description: ACCOUNTS PAYABLE (719)687-9246

| Payment Number | Type | ID | Name | SRC | Num INV | Gross Amount | Discounts | Net Pay | Payment Date | HP Void | Batch |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **112772** | **CHK** | **A** | **GEMPLER'S** | **4026** | **1** | **317.93** | **0.00** | **317.93** | **09/30/2021** | | **42363** |
| | | | SAFETY CLOTHING - STREETS | INV0004479763 | | 317.93 | 0.00 | 317.93 | | | |
| **112773** | **CHK** | **A** | **GRAINGER INC.** | **282** | **2** | **4,610.12** | **0.00** | **4,610.12** | **09/30/2021** | | **42363** |
| | | | SUPPLIES - WWTP | 9050552604 | | 191.02 | 0.00 | 191.02 | | | |
| | | | TRAFFIC LINE PAINTING | 9052868529 | | 4,419.10 | 0.00 | 4,419.10 | | | |
| **112774** | **CHK** | **A** | **HACH COMPANY** | **291** | **1** | **184.76** | **0.00** | **184.76** | **09/30/2021** | | **42363** |
| | | | LAB SUPPLIES | 12647146 | | 184.76 | 0.00 | 184.76 | | | |
| **112775** | **CHK** | **A** | **HARRELL'S INC** | **5104** | **1** | **530.00** | **0.00** | **530.00** | **09/30/2021** | | **42363** |
| | | | LAWN FERTILIZER | INV01542210 | | 530.00 | 0.00 | 530.00 | | | |
| **112776** | **CHK** | **A** | **HAYNES MECHANICAL SYSTEMS** | **3359** | **1** | **9,918.50** | **0.00** | **9,918.50** | **09/30/2021** | | **42363** |
| | | | 10/21-12/21 MAINTENANCE SERVIC | SRVCE000099993 | | 9,918.50 | 0.00 | 9,918.50 | | | |
| **112777** | **CHK** | **A** | **JDS - HYDRO CONSULTANTS, INC.** | **2894** | **1** | **116.25** | **0.00** | **116.25** | **09/30/2021** | | **42363** |
| | | | SUNNYWOOD PUMP STATION | 10916-26 | | 116.25 | 0.00 | 116.25 | | | |
| **112778** | **CHK** | **A** | **KIMLEY-HORN AND ASSOCIATES,INC** | **5164** | **1** | **13,217.50** | **0.00** | **13,217.50** | **09/30/2021** | | **42363** |
| | | | Hwy 67 Widening | 096883003-0821 | | 13,217.50 | 0.00 | 13,217.50 | | | |
| **112779** | **CHK** | **A** | **LABCHEM INC** | **4244** | **1** | **336.93** | **0.00** | **336.93** | **09/30/2021** | | **42363** |
| | | | LAB SUPPLIES - WWTP | 1214160 | | 336.93 | 0.00 | 336.93 | | | |
| **112780** | **CHK** | **A** | **LAW FIRM OF SUZANNE M. ROGERS,** | **5054** | **1** | **1,467.80** | **0.00** | **1,467.80** | **09/30/2021** | | **42363** |
| | | | 08/2021 LEGAL SERVICES | 08212021 | | 1,467.80 | 0.00 | 1,467.80 | | | |
| **112781** | **CHK** | **A** | **MIDWEST CARD AND ID SOLUTIONS** | **5112** | **1** | **3,540.00** | **0.00** | **3,540.00** | **09/30/2021** | | **42363** |
| | | | SALAMANDER ITEMS - COVID GRANT | 28993 | | 3,540.00 | 0.00 | 3,540.00 | | | |
| **112782** | **CHK** | **A** | **WALMART RESTITUTION RECOVERY** | **1** | **1** | **3,500.00** | **0.00** | **3,500.00** | **09/30/2021** | | **42363** |
| | | | RESTITUTION - JADE DUPLANTIS | 92821 | | 3,500.00 | 0.00 | 3,500.00 | | | |
| **112783** | **CHK** | **A** | **MUTUAL OF OMAHA INSURANCE COMP** | **5128** | **1** | **2,821.59** | **0.00** | **2,821.59** | **09/30/2021** | | **42363** |
| | | | 10/2021 COVERAGE | 001256351387 | | 2,821.59 | 0.00 | 2,821.59 | | | |
| **112784** | **CHK** | **A** | **OWENS EQUIPMENT** | **5165** | **1** | **1,102.04** | **0.00** | **1,102.04** | **09/30/2021** | | **42363** |
| | | | PARTS FOR REPAIR - #55 | 1306 | | 1,102.04 | 0.00 | 1,102.04 | | | |
| **112785** | **CHK** | **A** | **QUADIENT, INC** | **5209** | **1** | **105.00** | **0.00** | **105.00** | **09/30/2021** | | **42363** |
| | | | 10/21-01/22 SERVICE PACK | 58743143 | | 105.00 | 0.00 | 105.00 | | | |
| **112786** | **CHK** | **A** | **RAMPART SUPPLY, INC.** | **528** | **1** | **225.62** | **0.00** | **225.62** | **09/30/2021** | | **42363** |
| | | | PLUMBING SUPPLIES - B&G | 2679532-00 | | 225.62 | 0.00 | 225.62 | | | |
| **112787** | **CHK** | **A** | **RED WING BUSINESS ADVANTAGE AC** | **4982** | **1** | **208.24** | **0.00** | **208.24** | **09/30/2021** | | **42363** |
| | | | UNIFORM - WWTP | 988-1-22912 | | 208.24 | 0.00 | 208.24 | | | |
| **112788** | **CHK** | **A** | **SCHMIDT CONSTRUCTION** | **559** | **1** | **567.84** | **0.00** | **567.84** | **09/30/2021** | | **42363** |
| | | | ASPHALT - STREETS | 2640715 | | 567.84 | 0.00 | 567.84 | | | |
| **112789** | **CHK** | **A** | **SGS ACCUTEST INC.** | **4859** | **1** | **208.00** | **0.00** | **208.00** | **09/30/2021** | | **42363** |
| | | | 08/2021 WATER QUALITY TEST | 52160129678 | | 208.00 | 0.00 | 208.00 | | | |
| **112790** | **CHK** | **A** | **SNO-WHITE LINEN & UNIFORM, INC** | **581** | **2** | **225.08** | **0.00** | **225.08** | **09/30/2021** | | **42363** |

**Bank Number: 1 / Name: VECTRA BANK COLORADO / Description: ACCOUNTS PAYABLE (719)687-9246**

| Payment Number | Type | ID | Name | SRC | Num INV | Gross Amount | Discounts | Net Pay | Payment Date | HP Void | Batch |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | EVENT EXPENSE - UPCC | S94022 | | 151.61 | 0.00 | 151.61 | | | |
| | | | EVENT EXPENSE | S94615 | | 73.47 | 0.00 | 73.47 | | | |
| **112791** | **CHK** | **A** | **STANLEY CONVERGENT SECURITY SO** | **4042** | **2** | **752.48** | **0.00** | **752.48** | **09/30/2021** | | **42363** |
| | | | 09/2021 MAINTENANCE CHARGES | 6001753542 | | 376.24 | 0.00 | 376.24 | | | |
| | | | 10-2021 MAINTENANCE CHARGE | 6001789313 | | 376.24 | 0.00 | 376.24 | | | |
| **112792** | **CHK** | **A** | **RED BARON CAR WASH** | **4191** | **2** | **183.00** | **0.00** | **183.00** | **09/30/2021** | | **42363** |
| | | | 08/2021 CHARGES | 1914 | | 183.00 | 0.00 | 168.00 | | | |
| | | | 08/2021 CHARGES | 1914 | | 183.00 | 0.00 | 15.00 | | | |
| **112793** | **CHK** | **A** | **THE LOCK SHOP** | **2431** | **1** | **100.00** | **0.00** | **100.00** | **09/30/2021** | | **42363** |
| | | | LABOR | 001074 | | 100.00 | 0.00 | 100.00 | | | |
| **112794** | **CHK** | **A** | **TRAFFIC SAFETY STORE** | **5192** | **1** | **458.78** | **0.00** | **458.78** | **09/30/2021** | | **42363** |
| | | | SAFETY VESTS | INV000827567 | | 458.78 | 0.00 | 458.78 | | | |
| **112795** | **CHK** | **A** | **UTE PASS CONCRETE-SAND&GRAVEL** | **655** | **1** | **57.20** | **0.00** | **57.20** | **09/30/2021** | | **42363** |
| | | | RETAINER WALL | D67505 | | 57.20 | 0.00 | 57.20 | | | |
| **112796** | **CHK** | **A** | **WAGNER EQUIPMENT CO.** | **666** | **2** | **2,880.81** | **0.00** | **2,880.81** | **09/30/2021** | | **42363** |
| | | | PARTS - STREETS | P39C0370791 | | 849.14 | 0.00 | 849.14 | | | |
| | | | REPAIR | S39W0782468 | | 2,031.67 | 0.00 | 2,031.67 | | | |
| **112797** | **CHK** | **A** | **WAXIE SANITARY SUPPLY** | **4189** | **1** | **1,013.30** | **0.00** | **1,013.30** | **09/30/2021** | | **42363** |
| | | | CUSTODIAL SUPPLIES - B&G | 80316872 | | 1,013.30 | 0.00 | 1,013.30 | | | |
| **112798** | **CHK** | **A** | **WESTWOOD LAKES WATER DISTRICT** | **679** | **1** | **0.72** | **0.00** | **0.72** | **09/30/2021** | | **42363** |
| | | | 08/21-09/21 WELLFIELD | 09212021 | | 0.72 | 0.00 | 0.72 | | | |
| **112799** | **CHK** | **A** | **WOODLAND PUMP & SUPPLY CO INC.** | **699** | **4** | **16,070.00** | **0.00** | **16,070.00** | **09/30/2021** | | **42363** |
| | | | MOTOR - WTP | 10487 | | 5,000.00 | 0.00 | 5,000.00 | | | |
| | | | EQUIPMENT - WTP | 10488 | | 2,500.00 | 0.00 | 2,500.00 | | | |
| | | | EQUIPMENT - WTP | 10489 | | 4,420.00 | 0.00 | 4,420.00 | | | |
| | | | SHELF PUMP | 10490 | | 4,150.00 | 0.00 | 4,150.00 | | | |
| REGISTER TOTALS | | | Checks: 189 Voids: 0 | | 277 | 679,595.61 | 0.00 | 679,595.61 | | | |

| Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT | | | | | | |
|---|---|---|---|---|---|---|
| Payment Number | Position | Num Inv | Gross Amount | Discounts | Net Pay | Payment Date |
| 18742 | Lifeguard | 1 | 166.32 | 12.73 | 153.59 | 9/10/2021 |
| 18743 | Lifeguard | 1 | 98.56 | 7.54 | 91.02 | 9/10/2021 |
| 18748 | Lifeguard | 1 | 172.48 | 13.19 | 159.29 | 9/10/2021 |
| 18749 | Maintenance Worker I - | 1 | 1113.12 | 191.02 | 922.1 | 9/10/2021 |
| 18750 | Lifeguard | 1 | 449.68 | 48.4 | 401.28 | 9/10/2021 |
| 18751 | Lifeguard | 1 | 215.6 | 20.5 | 195.1 | 9/10/2021 |
| 47681 | Crew Chief - Field Ser | 1 | 2561.84 | 936.78 | 1625.06 | 9/10/2021 |
| 47682 | Corporal | 1 | 2899.1 | 625.2 | 2273.9 | 9/10/2021 |
| 47683 | Dispatcher II | 1 | 1692.31 | 447.12 | 1245.19 | 9/10/2021 |
| 47684 | Police Officer I | 1 | 2143.19 | 547.18 | 1596.01 | 9/10/2021 |
| 47685 | System Admin. | 1 | 2559.69 | 815.27 | 1744.42 | 9/10/2021 |
| 47686 | Dispatcher I | 1 | 1499.2 | 392.67 | 1106.53 | 9/10/2021 |
| 47687 | Maint. Worker III - Field Ser | 1 | 1819.26 | 576.11 | 1243.15 | 9/10/2021 |
| 47688 | MPO | 1 | 2262.14 | 515.3 | 1746.84 | 9/10/2021 |
| 47689 | Utility Billing Techni | 1 | 1752.8 | 576.83 | 1175.97 | 9/10/2021 |
| 47690 | Planning and Building | 1 | 2041.2 | 588.34 | 1452.86 | 9/10/2021 |
| 47691 | Victims Advocate | 1 | 925.1 | 190.89 | 734.21 | 9/10/2021 |
| 47692 | Water Fitness Instruct | 1 | 284.2 | 21.74 | 262.46 | 9/10/2021 |
| 47693 | WWTO | 1 | 1649 | 390.47 | 1258.53 | 9/10/2021 |
| 47694 | WTO | 1 | 1832.4 | 1143.52 | 688.88 | 9/10/2021 |
| 47695 | Police Officer I | 1 | 2541.13 | 511.84 | 2029.29 | 9/10/2021 |
| 47696 | Lifeguard | 1 | 394.24 | 65.38 | 328.86 | 9/10/2021 |
| 47697 | MUNICIPAL COURT CLERK | 1 | 715.5 | 140.71 | 574.79 | 9/10/2021 |
| 47698 | Maint. Worker I I- Str | 1 | 1511.2 | 405.85 | 1105.35 | 9/10/2021 |
| 47699 | Corporal | 1 | 2444.3 | 876.02 | 1568.28 | 9/10/2021 |
| 47700 | Corporal | 1 | 2685.46 | 863.92 | 1821.54 | 9/10/2021 |
| 47701 | Dispatcher I | 1 | 1649 | 445.07 | 1203.93 | 9/10/2021 |
| 47702 | Lifeguard | 1 | 397.32 | 42.4 | 354.92 | 9/10/2021 |
| 47703 | Police Officer I | 1 | 2087.97 | 442.97 | 1645 | 9/10/2021 |
| 47704 | Lifeguard | 1 | 166.32 | 13.72 | 152.6 | 9/10/2021 |
| 47705 | Accounting Manager | 1 | 2663.95 | 890.52 | 1773.43 | 9/10/2021 |
| 47706 | Event Center Coordinat | 1 | 1764.48 | 542.13 | 1222.35 | 9/10/2021 |
| 47707 | Detective/MPO | 1 | 2877.23 | 597.61 | 2279.62 | 9/10/2021 |
| 47708 | Assistant to the City | 1 | 2736.73 | 876.01 | 1860.72 | 9/10/2021 |
| 47709 | Assistant to the City | 1 | 1995.27 | 664.68 | 1330.59 | 9/10/2021 |
| 47710 | Lifeguard | 1 | 252.56 | 23.32 | 229.24 | 9/10/2021 |
| 47711 | Police Officer I | 1 | 2143.38 | 482.63 | 1660.75 | 9/10/2021 |
| 47712 | Sports Coordinator | 1 | 1687.2 | 406.19 | 1281.01 | 9/10/2021 |
| 47713 | IT Intern | 1 | 610.88 | 81.9 | 528.98 | 9/10/2021 |
| 47714 | Lead Lifeguard | 1 | 467.42 | 49.76 | 417.66 | 9/10/2021 |
| 47715 | Maintenance Worker I - | 1 | 1276.25 | 366.5 | 909.75 | 9/10/2021 |
| 47716 | Interim Chief of Polic | 1 | 5221.15 | 1162.73 | 4058.42 | 9/10/2021 |
| 47718 | Commander | 1 | 3248.86 | 1302.87 | 1945.99 | 9/10/2021 |
| 47719 | Finance Admin. Asst./C | 1 | 1580 | 517.02 | 1062.98 | 9/10/2021 |
| 47720 | Sergeant | 1 | 3493.26 | 1243.41 | 2249.85 | 9/10/2021 |
| 47721 | Dispatch II | 1 | 1829.56 | 391.57 | 1437.99 | 9/10/2021 |
| 47722 | HR Generalist | 1 | 2419.38 | 968.93 | 1450.45 | 9/10/2021 |

| Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT | | | | | | |
|---|---|---|---|---|---|---|
| Payment Number | Position | Num Inv | Gross Amount | Discounts | Net Pay | Payment Date |
| 47723 | Communication and Mark | 1 | 1870.98 | 471.24 | 1399.74 | 9/10/2021 |
| 47724 | Police Officer I | 1 | 2249.82 | 396.38 | 1853.44 | 9/10/2021 |
| 47725 | Pool Attendant | 1 | 243.32 | 22.62 | 220.7 | 9/10/2021 |
| 47726 | Parks and Rec Director | 1 | 3577.32 | 1346.65 | 2230.67 | 9/10/2021 |
| 47727 | Lifeguard | 1 | 308.83 | 46.31 | 262.52 | 9/10/2021 |
| 47752 | Police Officer I | 1 | 2572.18 | 638.78 | 1933.4 | 9/10/2021 |
| 47764 | Dispatch Supervisor | 1 | 2262.14 | 868.84 | 1393.3 | 9/10/2021 |
| 47778 | Crew Chief - Field Ser | 1 | 2561.84 | 938.37 | 1623.47 | 9/10/2021 |
| 47779 | Corporal | 1 | 2746.5 | 603.06 | 2143.44 | 9/10/2021 |
| 47780 | Dispatcher II | 1 | 1692.31 | 447.12 | 1245.19 | 9/10/2021 |
| 47781 | Police Officer I | 1 | 2143.19 | 547.18 | 1596.01 | 9/10/2021 |
| 47782 | System Admin. | 1 | 2384.69 | 755.39 | 1629.3 | 9/10/2021 |
| 47783 | Dispatcher I | 1 | 1555.42 | 405.72 | 1149.7 | 9/10/2021 |
| 47784 | Maint. Worker III - Field Ser | 1 | 1819.26 | 576.13 | 1243.13 | 9/10/2021 |
| 47785 | MPO | 1 | 2262.14 | 515.3 | 1746.84 | 9/10/2021 |
| 47786 | Utility Billing Techni | 1 | 1752.8 | 576.84 | 1175.96 | 9/10/2021 |
| 47787 | Planning and Building | 1 | 2031.8 | 586.67 | 1445.13 | 9/10/2021 |
| 47788 | Victims Advocate | 1 | 925.1 | 190.91 | 734.19 | 9/10/2021 |
| 47789 | Water Fitness Instruct | 1 | 253.75 | 19.41 | 234.34 | 9/10/2021 |
| 47790 | WWTO | 1 | 1649 | 390.47 | 1258.53 | 9/10/2021 |
| 47791 | WTO | 1 | 1832.4 | 1143.52 | 688.88 | 9/10/2021 |
| 47792 | Police Officer I | 1 | 2701.49 | 517.57 | 2183.92 | 9/10/2021 |
| 47793 | Lifeguard | 1 | 320.32 | 49.35 | 270.97 | 9/10/2021 |
| 47794 | MUNICIPAL COURT CLERK | 1 | 1205.75 | 259.06 | 946.69 | 9/10/2021 |
| 47795 | Maint. Worker I I- Str | 1 | 1511.2 | 405.86 | 1105.34 | 9/10/2021 |
| 47796 | Corporal | 1 | 2624.42 | 920.93 | 1703.49 | 9/10/2021 |
| 47797 | Corporal | 1 | 2792.28 | 919.33 | 1872.95 | 9/10/2021 |
| 47798 | Dispatcher I | 1 | 1752.05 | 461.26 | 1290.79 | 9/10/2021 |
| 47799 | Lifeguard | 1 | 255.64 | 19.55 | 236.09 | 9/10/2021 |
| 47800 | Police Officer I | 1 | 2764.25 | 598.64 | 2165.61 | 9/10/2021 |
| 47801 | Lifeguard | 1 | 169.4 | 13.96 | 155.44 | 9/10/2021 |
| 47802 | Accounting Manager | 1 | 2663.95 | 890.52 | 1773.43 | 9/10/2021 |
| 47803 | Event Center Coordinat | 1 | 1764.48 | 542.14 | 1222.34 | 9/10/2021 |
| 47804 | Detective/MPO | 1 | 2749.97 | 583.04 | 2166.93 | 9/10/2021 |
| 47805 | Assistant to the City | 1 | 2561.73 | 833.63 | 1728.1 | 9/10/2021 |
| 47806 | Assistant to the City | 1 | 1995.27 | 664.67 | 1330.6 | 9/10/2021 |
| 47807 | Lifeguard | 1 | 400.4 | 41.63 | 358.77 | 9/10/2021 |
| 47808 | Police Officer I | 1 | 2143.38 | 482.64 | 1660.74 | 9/10/2021 |
| 47809 | Sports Coordinator | 1 | 1824.29 | 445.15 | 1379.14 | 9/10/2021 |
| 47810 | IT Intern | 1 | 458.16 | 49.06 | 409.1 | 9/10/2021 |
| 47811 | Lead Lifeguard | 1 | 761.25 | 114.1 | 647.15 | 9/10/2021 |
| 47812 | Maintenance Worker I - | 1 | 1276.25 | 366.5 | 909.75 | 9/10/2021 |
| 47813 | Interim Chief of Polic | 1 | 5221.15 | 1162.72 | 4058.43 | 9/10/2021 |
| 47815 | Commander | 1 | 3248.86 | 1302.87 | 1945.99 | 9/10/2021 |
| 47816 | Finance Admin. Asst./C | 1 | 1580 | 517.02 | 1062.98 | 9/10/2021 |
| 47817 | Sergeant | 1 | 4301.06 | 1481.76 | 2819.3 | 9/10/2021 |
| 47818 | Dispatch II | 1 | 1872.1 | 393.56 | 1478.54 | 9/10/2021 |

| Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT | | | | | | |
|---|---|---|---|---|---|---|
| Payment Number | Position | Num Inv | Gross Amount | Discounts | Net Pay | Payment Date |
| 47819 | HR Generalist | 1 | 2419.38 | 968.91 | 1450.47 | 9/10/2021 |
| 47820 | Communication and Mark | 1 | 1870.98 | 471.24 | 1399.74 | 9/10/2021 |
| 47821 | Police Officer I | 1 | 2357.23 | 415.83 | 1941.4 | 9/10/2021 |
| 47822 | Pool Attendant | 1 | 223.97 | 20.12 | 203.85 | 9/10/2021 |
| 47823 | Parks and Rec Director | 1 | 3577.32 | 1346.64 | 2230.68 | 9/10/2021 |
| 47824 | Lifeguard | 1 | 46.2 | 3.53 | 42.67 | 9/10/2021 |
| 47825 | Lifeguard | 1 | 506.06 | 90.12 | 415.94 | 9/10/2021 |
| 47848 | Police Officer I | 1 | 2808.5 | 651.05 | 2157.45 | 9/10/2021 |
| 47859 | Dispatch Supervisor | 1 | 2262.14 | 868.85 | 1393.29 | 9/10/2021 |
| 18744 | Lifeguard | 1 | 215.6 | 19.5 | 196.1 | 9/24/2021 |
| 18745 | Pool Attendant | 1 | 341.88 | 35.16 | 306.72 | 9/24/2021 |
| 18746 | MWI PBG | 1 | 1236.8 | 277.89 | 958.91 | 9/24/2021 |
| 18747 | Lifeguard | 1 | 40.04 | 3.06 | 36.98 | 9/24/2021 |
| 18752 | Lifeguard | 1 | 357.28 | 36.33 | 320.95 | 9/24/2021 |
| 18753 | Pool Attendant | 1 | 298.76 | 29.85 | 268.91 | 9/24/2021 |
| 18754 | MWI PBG | 1 | 1236.8 | 277.87 | 958.93 | 9/24/2021 |
| 18755 | Maintenance II - Stree | 1 | 1349.28 | 309.92 | 1039.36 | 9/24/2021 |
| 47717 | PD Admin Assist/Teen C | 1 | 2038.62 | 592.48 | 1446.14 | 9/24/2021 |
| 47728 | WFI/WSI | 1 | 50.75 | 3.88 | 46.87 | 9/24/2021 |
| 47729 | City Manager | 1 | 5153.85 | 1624.35 | 3529.5 | 9/24/2021 |
| 47730 | City Clerk/Deputy City | 1 | 3935.29 | 2195.36 | 1739.93 | 9/24/2021 |
| 47731 | Zoning/Code Enforcemen | 1 | 2844.89 | 655.27 | 2189.62 | 9/24/2021 |
| 47732 | Finance Technician | 1 | 1547.21 | 471.24 | 1075.97 | 9/24/2021 |
| 47733 | Commander | 1 | 3248.86 | 820.83 | 2428.03 | 9/24/2021 |
| 47734 | Dispatcher II | 1 | 1839.5 | 515.82 | 1323.68 | 9/24/2021 |
| 47735 | Crew Chief - Fleet | 1 | 2846.5 | 1216.4 | 1630.1 | 9/24/2021 |
| 47736 | Police Officer | 1 | 2404.4 | 525.85 | 1878.55 | 9/24/2021 |
| 47737 | Presiding Municipal Co | 1 | 211.76 | 16.2 | 195.56 | 9/24/2021 |
| 47738 | PW Admin Assistant | 1 | 1547.17 | 523.65 | 1023.52 | 9/24/2021 |
| 47739 | Sergeant | 1 | 3419.06 | 965.53 | 2453.53 | 9/24/2021 |
| 47740 | Maintenance Worker I P | 1 | 1410.73 | 325.72 | 1085.01 | 9/24/2021 |
| 47741 | P&R Sports Site Supv | 1 | 127.4 | 9.75 | 117.65 | 9/24/2021 |
| 47742 | UPCC-ASSISTANT | 1 | 387.36 | 73.64 | 313.72 | 9/24/2021 |
| 47743 | MW II - Streets | 1 | 1822.47 | 287.38 | 1535.09 | 9/24/2021 |
| 47744 | Admin Assistant P&R | 1 | 1363.2 | 369.03 | 994.17 | 9/24/2021 |
| 47745 | WWTO | 1 | 7642.08 | 2826.88 | 4815.2 | 9/24/2021 |
| 47746 | Lead Lifeguard | 1 | 435 | 74.58 | 360.42 | 9/24/2021 |
| 47747 | City Planner | 1 | 2907.8 | 817.66 | 2090.14 | 9/24/2021 |
| 47748 | Construction Inspector | 1 | 2340.49 | 677.85 | 1662.64 | 9/24/2021 |
| 47749 | Police Officer I | 1 | 2917.57 | 852.28 | 2065.29 | 9/24/2021 |
| 47750 | PLANNG/BUILDING DEPT D | 1 | 3832.1 | 1355.96 | 2476.14 | 9/24/2021 |
| 47751 | Dispatcher I | 1 | 1674.2 | 435.06 | 1239.14 | 9/24/2021 |
| 47753 | Maint. Worker II - Str | 1 | 1992.8 | 593.08 | 1399.72 | 9/24/2021 |
| 47754 | Police Officer II | 1 | 2874.66 | 1125.67 | 1748.99 | 9/24/2021 |
| 47755 | Utilities Technician | 1 | 2059.77 | 990.38 | 1069.39 | 9/24/2021 |
| 47756 | Permit Technician | 1 | 850.8 | 253.25 | 597.55 | 9/24/2021 |
| 47757 | WWTO | 1 | 2262.14 | 788.39 | 1473.75 | 9/24/2021 |

| Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT | | | | | | |
|---|---|---|---|---|---|---|
| Payment Number | Position | Num Inv | Gross Amount | Discounts | Net Pay | Payment Date |
| 47758 | Lifeguard | 1 | 656.04 | 100.06 | 555.98 | 9/24/2021 |
| 47759 | Maintenance Worker II | 1 | 1499.2 | 352.97 | 1146.23 | 9/24/2021 |
| 47760 | WWTP Chief Operator | 1 | 3259.73 | 1324.79 | 1934.94 | 9/24/2021 |
| 47761 | Fleet Mechanic II | 1 | 1996 | 566.48 | 1429.52 | 9/24/2021 |
| 47762 | Lifeguard | 1 | 218.68 | 19.73 | 198.95 | 9/24/2021 |
| 47763 | PR Sports Site Supervi | 1 | 300.22 | 22.98 | 277.24 | 9/24/2021 |
| 47765 | Police Officer I | 1 | 2413.47 | 782.58 | 1630.89 | 9/24/2021 |
| 47766 | Maint. Worker III - St | 1 | 2537.87 | 862.42 | 1675.45 | 9/24/2021 |
| 47767 | Crew Chief - PBG | 1 | 2437.14 | 543.34 | 1893.8 | 9/24/2021 |
| 47768 | Finance Director | 1 | 8692.31 | 2715.8 | 5976.51 | 9/24/2021 |
| 47769 | Victims Advocate Coord | 1 | 2692.5 | 963.49 | 1729.01 | 9/24/2021 |
| 47770 | Maint. Worker I - PBG | 1 | 1451.25 | 254.57 | 1196.68 | 9/24/2021 |
| 47771 | Aquatic Manager | 1 | 2115.38 | 643.71 | 1471.67 | 9/24/2021 |
| 47772 | WTP CHIEF OPERATOR | 1 | 3607.52 | 2087.16 | 1520.36 | 9/24/2021 |
| 47773 | Assistant Aquatic Mana | 1 | 1856.8 | 577.01 | 1279.79 | 9/24/2021 |
| 47774 | Utilities Director/Dep | 1 | 4588.15 | 1987.72 | 2600.43 | 9/24/2021 |
| 47775 | Lifeguard | 1 | 55.44 | 4.25 | 51.19 | 9/24/2021 |
| 47776 | Front Desk Representat | 1 | 81.32 | 6.22 | 75.1 | 9/24/2021 |
| 47777 | Maint. Worker III- PBG | 1 | 1649 | 434.7 | 1214.3 | 9/24/2021 |
| 47814 | PD Admin Assist/Teen C | 1 | 1896.36 | 557.51 | 1338.85 | 9/24/2021 |
| 47826 | WFI/WSI | 1 | 25.38 | 1.95 | 23.43 | 9/24/2021 |
| 47827 | City Manager | 1 | 5153.85 | 1624.33 | 3529.52 | 9/24/2021 |
| 47828 | City Clerk/Deputy City | 1 | 3935.29 | 2195.36 | 1739.93 | 9/24/2021 |
| 47829 | Zoning/Code Enforcemen | 1 | 3707.05 | 909.54 | 2797.51 | 9/24/2021 |
| 47830 | Finance Technician | 1 | 1547.2 | 471.24 | 1075.96 | 9/24/2021 |
| 47831 | Commander | 1 | 3248.86 | 820.83 | 2428.03 | 9/24/2021 |
| 47832 | Dispatcher II | 1 | 2010.62 | 549.59 | 1461.03 | 9/24/2021 |
| 47833 | Crew Chief - Fleet | 1 | 2671.5 | 1168.3 | 1503.2 | 9/24/2021 |
| 47834 | Police Officer | 1 | 2277.15 | 497.67 | 1779.48 | 9/24/2021 |
| 47835 | PW Admin Assistant | 1 | 1547.17 | 523.65 | 1023.52 | 9/24/2021 |
| 47836 | Sergeant | 1 | 2839.46 | 861.57 | 1977.89 | 9/24/2021 |
| 47837 | Maintenance Worker I P | 1 | 1236.8 | 287.03 | 949.77 | 9/24/2021 |
| 47838 | P&R Sports Site Supv | 1 | 364 | 27.84 | 336.16 | 9/24/2021 |
| 47839 | UPCC-ASSISTANT | 1 | 387.36 | 73.62 | 313.74 | 9/24/2021 |
| 47840 | MW II - Streets | 1 | 1555.42 | 253.95 | 1301.47 | 9/24/2021 |
| 47841 | Admin Assistant P&R | 1 | 1465.44 | 393.13 | 1072.31 | 9/24/2021 |
| 47842 | Lead Lifeguard | 1 | 569.13 | 104.96 | 464.17 | 9/24/2021 |
| 47843 | City Planner | 1 | 2907.8 | 817.65 | 2090.15 | 9/24/2021 |
| 47844 | Construction Inspector | 1 | 2340.49 | 677.85 | 1662.64 | 9/24/2021 |
| 47845 | Police Officer I | 1 | 2219.37 | 709.73 | 1509.64 | 9/24/2021 |
| 47846 | PLANNG/BUILDING DEPT D | 1 | 3832.1 | 1356.54 | 2475.56 | 9/24/2021 |
| 47847 | Dispatcher I | 1 | 1499.2 | 392.67 | 1106.53 | 9/24/2021 |
| 47849 | Maint. Worker II - Str | 1 | 1992.8 | 593.08 | 1399.72 | 9/24/2021 |
| 47850 | Police Officer II | 1 | 3002.73 | 1147.89 | 1854.84 | 9/24/2021 |
| 47851 | Utilities Technician | 1 | 2059.77 | 990.37 | 1069.4 | 9/24/2021 |
| 47852 | WWTO | 1 | 2304.56 | 799.66 | 1504.9 | 9/24/2021 |
| 47853 | Lifeguard | 1 | 643.72 | 96.88 | 546.84 | 9/24/2021 |

| Bank Number: 99 / Name: VECTRA BANK COLORADO/PAYROLL / Description: PAYROLL ACCOUNT | | | | | | |
|---|---|---|---|---|---|---|
| Payment Number | Position | Num Inv | Gross Amount | Discounts | Net Pay | Payment Date |
| 47854 | Maintenance Worker II | 1 | 1499.2 | 352.98 | 1146.22 | 9/24/2021 |
| 47855 | WWTP Chief Operator | 1 | 3536.4 | 1403.49 | 2132.91 | 9/24/2021 |
| 47856 | Fleet Mechanic II | 1 | 1996 | 566.47 | 1429.53 | 9/24/2021 |
| 47857 | Lifeguard | 1 | 101.64 | 7.78 | 93.86 | 9/24/2021 |
| 47858 | PR Sports Site Supervi | 1 | 297.12 | 22.72 | 274.4 | 9/24/2021 |
| 47860 | Police Officer I | 1 | 2475.92 | 810.13 | 1665.79 | 9/24/2021 |
| 47861 | Maint. Worker III - St | 1 | 2262.14 | 764.11 | 1498.03 | 9/24/2021 |
| 47862 | Crew Chief - PBG | 1 | 2262.14 | 500.95 | 1761.19 | 9/24/2021 |
| 47863 | Finance Director | 1 | 3692.31 | 1071.47 | 2620.84 | 9/24/2021 |
| 47864 | Victims Advocate Coord | 1 | 2919.13 | 1040.68 | 1878.45 | 9/24/2021 |
| 47865 | Maint. Worker I - PBG | 1 | 1571.33 | 286.51 | 1284.82 | 9/24/2021 |
| 47866 | Aquatic Manager | 1 | 2115.38 | 643.72 | 1471.66 | 9/24/2021 |
| 47867 | WTP CHIEF OPERATOR | 1 | 3607.52 | 2087.16 | 1520.36 | 9/24/2021 |
| 47868 | Assistant Aquatic Mana | 1 | 1513.14 | 494.48 | 1018.66 | 9/24/2021 |
| 47869 | Utilities Director/Dep | 1 | 4588.15 | 1987.72 | 2600.43 | 9/24/2021 |
| 47870 | Lifeguard | 1 | 98.56 | 7.54 | 91.02 | 9/24/2021 |
| 47871 | Lifeguard | 1 | 175.56 | 14.44 | 161.12 | 9/24/2021 |
| 47872 | Front Desk Representat | 1 | 478.86 | 45.59 | 433.27 | 9/24/2021 |
| 47873 | Maint. Worker III- PBG | 1 | 1999.37 | 544.2 | 1455.17 | 9/24/2021 |
| | REGISTER TOTALS | 207 | 396,286.20 | 121,575.69 | 274,710.51 | |

# City of Woodland Park
# Staff Report for City Council

Meeting Date: November 4, 2021

| Agenda Item | Department | Presenter |
|---|---|---|
| Interoffice Memorandum | Finance | Aaron Vassalotti<br>Finance Director |

**ITEM:**

Monthly Report of Mayor and Council Expenses

The following is a recap of the Council and Mayor Expense line items for September 2021.

**September 2021**

| Description | Budget | Month Exp | YTD Exp | Balance | % Expended |
|---|---|---|---|---|---|
| Miscellaneous expenses | $17,950 | $0.00 | $3,553.02 | $14,396.98 | 19.79% |
| Training/Travel | $2,400 | $20.00 | $20.00 | $2,380.00 | 0.83% |
| Supplies | $150 | $16.24 | $119.75 | $30.25 | 79.83% |
| Meetings/Mileage/Meals | $1,500 | $0.00 | $40.00 | $1,460.00 | 2.67% |
| Special Projects | $500 | $0.00 | $0.00 | $500.00 | 0.00% |
| Total | $22,500 | $36.24 | $3,732.77 | $18,767.23 | 16.59% |

September 2021 Expenditures:

| | |
|---|---|
| Teller County Awards Banquet | $ 20.00 |
| UPS | $ 16.24 |
| | $ 36.24 |

# City of Woodland Park
# Staff Report for City Council

Meeting Date: November 18, 2021

| Agenda Item | Department | Presenter |
|---|---|---|
| 8A | Finance | Aaron Vassalotti<br>Finance Director |

## ITEM:

**Ordinance No. 1407 and Ordinance No. 1408 Series 2021**
Consider on initial posting and set the Public Hearing for December 2, 2021 for Ordinance No. 1407, Series 2021: "AN ORDINANCE APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS, IN THE AMOUNTS AND FOR THE PURPOSE AS SET FORTH BELOW, FOR THE CITY OF WOODLAND PARK, COLORADO FOR THE 2022 BUDGET YEAR FOR GENERAL FUND (100)" and Ordinance No. 1408, Series 2021: "AN ORDINANCE APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS, IN THE AMOUNTS AND FOR THE PURPOSE AS SET FORTH BELOW, FOR THE CITY OF WOODLAND PARK, COLORADO FOR THE 2022 BUDGET YEAR FOR ALL FUNDS EXCEPT THE GENERAL FUND (100)."

## BACKGROUND:

In accordance with the City Charter, the City Manager prepared and submitted a budget to City Council on October 15, 2020. Over the course of several Council meetings and work sessions, staff and Council reviewed and discussed the proposed draft of the recommended 2022 budget.

## DISCUSSION:

Tonight is the initial posting and setting of the Public Hearing for the 2022 budget appropriation ordinances. Adopting the two Ordinances following a Public Hearing on December 2, 2021, will appropriate sums of money that will allow for the expenditure of revenues in each fund in the amount and for the purpose as set forth in the Ordinances. The budget document with the line item detail has been provided.

## RECOMMENDED ACTION:

Consider Ordinance No. 1407 and Ordinance No. 1408, Series 2021 and set Public Hearings for December 2, 2021.

**CITY OF WOODLAND PARK, COLORADO**
**ORDINANCE NO. 1407, SERIES 2021**

AN ORDINANCE APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS, IN THE AMOUNTS AND FOR THE PURPOSE AS SET FORTH BELOW, FOR THE CITY OF WOODLAND PARK, COLORADO FOR THE 2022 BUDGET YEAR FOR GENERAL FUND (100).

WHEREAS, the City Council has adopted the annual budget for the General Fund (100) in accordance with the City Charter on December 2, 2021; and

WHEREAS, the City Council has made provisions therein for revenues in an amount equal to or greater than the total proposed expenditures in the fund as set forth in said budget or has made appropriations to expend a portion of fund balance for capital outlays, acquisitions, and improvements; and

WHEREAS, it is not only required by the City Charter, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, so as not to impair the operations of the City.

NOW, THEREFORE THIS ORDINANCE:

THE CITY COUNCIL OF THE CITY OF WOODLAND PARK, COLORADO ORDAINS;

That an Ordinance entitled "AN ORDINANCE APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS, IN THE AMOUNTS AND FOR THE PURPOSE AS SET FORTH BELOW, FOR THE CITY OF WOODLAND PARK, COLORADO FOR THE 2022 BUDGET YEAR FOR GENERAL FUND (100)." be and the same is hereby adopted as follows:

Section 1. That the following sums are appropriated from the revenue or fund balance of each fund to each fund, for the purpose stated:

| | |
|---|---|
| GENERAL FUND | |
| Budgeted Revenue | $ 13,813,856 |
| Current Operating Expenditures | |
| Elected Officials | $ 22,500 |
| City Manager | 449,272 |
| City Attorney | 172,352 |
| Assistant City Manager | 0 |
| City Clerk | 303,019 |
| Municipal Court | 88,849 |
| Planning and Building | 448,902 |
| Inter/Nondepartmental | 529,699 |

| | |
|---|---|
| Education Support | 3,039,009 |
| Finance | 445,931 |
| Parks, Buildings and Grounds | 1,246,370 |
| Information Technology | 449,775 |
| Police | 3,236,232 |
| Public Works Administration | 307,082 |
| Fleet Maintenance | 451,982 |
| Street Operations | 532,437 |
| Total Current Operating Expenditures | 10,979,411 |
| | |
| Debt Service Expenditures | 975,538 |
| Capital Outlay Expenditures | 744,000 |
| Transfers Out | 548,179 |
| **Total General Fund Expenditures and Transfers Out** | **$ 13,247,128** |

Section 2. This Ordinance shall be in full force and effect on and after January 1, 2022 after adoption and publication required by law.

PASSED BY CITY COUNCIL ON SECOND AND FINAL READING FOLLOWING PUBLIC HEARING THIS 2nd DAY OF DECEMBER, 2021.

______________________________________

Hilary LaBarre, Mayor Pro Tem

ATTEST:

______________________________________

Suzanne Leclercq, City Clerk

**CITY OF WOODLAND PARK, COLORADO**
**ORDINANCE NO. 1408, SERIES 2021**

AN ORDINANCE APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS, IN THE AMOUNTS AND FOR THE PURPOSE AS SET FORTH BELOW, FOR THE CITY OF WOODLAND PARK, COLORADO FOR THE 2022 BUDGET YEAR FOR ALL FUNDS EXCEPT THE GENERAL FUND (100).

WHEREAS, the City Council has adopted the annual budget in accordance with the City Charter on December 2, 2021; and

WHEREAS, the City Council has made provisions therein for revenues in an amount equal to or greater than the total proposed expenditures in each fund as set forth in said budget or has made appropriations to expend a portion of fund balance for capital outlays, acquisitions, and improvements; and

WHEREAS, it is not only required by the City Charter, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, so as not to impair the operations of the City.

NOW, THEREFORE THIS ORDINANCE:

THE CITY COUNCIL OF THE CITY OF WOODLAND PARK, COLORADO ORDAINS;

That an Ordinance entitled "AN ORDINANCE APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS, IN THE AMOUNTS AND FOR THE PURPOSE AS SET FORTH BELOW, FOR THE CITY OF WOODLAND PARK, COLORADO FOR THE 2022 BUDGET YEAR FOR ALL FUNDS EXCEPT THE GENERAL FUND (100)." be and the same is hereby adopted as follows:

Section 1. That the following sums are appropriated from the revenue or fund balance of each fund to each fund, for the purpose stated:

GRANTS FUND

| | |
|---|---|
| Budgeted Revenues | |
| Victim Assistance Law Enforcement (VALE) grant | $ 75,395 |
| Victims of Crimes Act Grant (VOCA) grant | 62,325 |
| American Rescue Plan (ARPA) grant | 990,946 |
| Use of Fund Balance | 138,570 |
| Total Sources | $ 1,267,236 |

| | |
|---|---|
| Victim Assistance Law Enforcement (VALE) | $ 39,081 |
| Victims of Crimes Act (VOCA) | 56,155 |
| American Rescue Plan (ARPA) | 1,172,000 |
| **Total Grant Fund Expenditures** | **$ 1,267,236** |

DOWNTOWN DEVELOPMENT AUTHORITY

| | |
|---|---|
| Budgeted Revenues | $ 768,000 |
| Total Sources | $ 768,000 |
| Current Operating Expenditures | $ 192,486 |
| Debt Service Expenditures | 470,506 |
| **Total Downtown Development Authority Fund Expenditures** | **$ 662,992** |

CULTURE AND RECREATION FUND

| | |
|---|---|
| Budgeted Revenues | $ 1,273,428 |
| Current Operating Expenditures | |
| Parks and Recreation | $ 329,080 |
| Cultural Center | 168,266 |
| Aquatic Center | 776,082 |
| **Total Culture and Recreation Fund Expenditures** | **$ 1,273,428** |

LODGING TAX FUND

| | |
|---|---|
| Budgeted Revenues | $ 277,461 |
| Use of Fund Balance | 43,549 |
| Total Sources | $ 321,010 |
| Transfer to General Fund | $ 321,010 |
| **Total Lodging Tax Fund Transfer Out** | **$ 321,010** |

CONSERVATION TRUST FUND

| | |
|---|---|
| Budgeted Revenues | $ 75,300 |
| Use of Fund Balance | 12,700 |
| Total Sources | **$ 88,000** |
| Transfer to General Fund | $ 13,000 |
| Transfer to Culture and Recreation Fund | 75,000 |
| **Total Conservation Trust Fund Transfer Out** | **$ 88,000** |

STREET CAPITAL IMPROVEMENT FUND

| | |
|---|---|
| Budgeted Revenues | $ 2,920,600 |
| Use of Fund Balance | 2,747,920 |
| Total Sources | $ 5,668,520 |

| | |
|---|---|
| Capital Outlay Expenditures | $ 5,668,520 |
| Transfers Out | 0 |
| **Total Street Capital Improvement Fund Expenditures and Transfers Out** | **$ 5,668,520** |

STORMWATER MANAGEMENT FUND

| | |
|---|---|
| Budgeted Revenues | $ 152,100 |
| Use of Fund Balance | 0 |
| Total Sources | 152,100 |
| | |
| Capital Outlay Expenditures | $ 0 |
| Transfer Out | 147,950 |
| **Total Stormwater Management Fund Expenditures** | **$ 147,950** |

WATER UTILITY ENTERPRISE FUND

| | |
|---|---|
| Budgeted Revenues | $ 2,289,240 |
| Use of Funds Available | 2,229,369 |
| Total Sources | $ 4,518,609 |
| | |
| Current Operating Expenditures | $ 1,693,609 |
| Capital Outlay Expenditures | 2,825,000 |
| | |
| **Total Water Utility Enterprise Fund Expenditures** | **$ 4,518,609** |

WASTEWATER UTILITY ENTERPRISE FUND

| | |
|---|---|
| Budgeted Revenues | $ 2,041,885 |
| Use of Funds Available | |
| Total Sources | $ 2,041,885 |
| | |
| Current Operating Expenditures | $ 1,230,804 |
| Capital Outlay Expenditures | 265,300 |
| Debt Service Expenditures | 451,832 |
| **Total Wastewater Utility Enterprise Fund Expenditures** | **$ 1,947,936** |

Section 2. This Ordinance shall be in full force and effect on and after January 1, 2022 after adoption and publication required by law.

PASSED BY CITY COUNCIL ON SECOND AND FINAL READING FOLLOWING PUBLIC HEARING THIS 2nd DAY OF DECEMBER, 2021.

Hilary LaBarre, Mayor Pro Tem

ATTEST:

______________________________________

Suzanne Leclercq, City Clerk

City Council
Agenda Item 8.C.
November 18, 2021

# STAFF REPORT

**TO:** Mayor Pro-Tem LaBarre and City Council

**FROM:**

**DATE:** November 18, 2021

**SUBJECT:** Consider on initial posting Ordinance No.1409, Series 2021 for a Conditional Use Permit, Preliminary Plat and Site Plan Review for Tamarac Parc, a multi-family residential development consisting of 55 townhomes and 3 apartment buildings (112 units) on 12.44 acres with a gross density of 13.46 dwelling units / acre on Lots 6 and 7, Tamarac Tech Park Filing No. 5 (adjacent to SH 67 and Tamarac Parkway) in the Multi-Family Residential Urban (MFU) zone as requested by Jack Bestall (Applicant) and Mountain Starr Investments LLC (Property Owner) and set the public hearing for December 2, 2021. ***(QJ)***
*(Presenter, Planning Director Sally Riley)*

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**BACKGROUND:**

**RECOMMENDATION:**

**ATTACHMENTS:** 1. Ordinance No 1409 Tamarac Parc CUP,PP, SPR

# CITY OF WOODLAND PARK
# ORDINANCE NO.1409, SERIES 2021

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT, PRELIMINARY PLAT AND SITE PLAN REVIEW FOR "*18.09.090.N.4 MULTI-FAMILY-DWELLING UNITS AND 18.09090.N.5 APARTMENT BUILDING(S) ON A SINGLE LOT*" USE LOCATED ON TAMARAC PARKWAY WITH A LEGAL DESCRIPTION OF LOTS 6 AND 7, TAMARAC TECH PARK FILING NO. 5 WITHIN THE MULT-FAMILY RESIDENTIAL-URBAN ZONE DISTRICT.

WHEREAS, the City of Woodland Park has received a request for Conditional Use Permit, Preliminary Plat and Site Plan Review of multi-family-dwelling unit development including three apartment buildings (112 units) on a single lot and 55 townhomes on Tamarac Parkway within the Multi-Family Residential-Urban Zone District, with a legal description of Lots 6 and 7, Tamarac Tech Park Filing No. 5; and,

WHEREAS, an application to establish said conditional use has been submitted and considered in accordance with City Municipal Code Chapter 18.57 and other applicable regulations; and,

WHEREAS, in accordance with Municipal Code Sections 18.57.050 and 18.72.060 and Charter Sections 7.6 and 15.7 b.1., public notices were published in the Pikes Peak Courier; signs were posted; surrounding property owners' letters were mailed; and

WHEREAS, the Woodland Park Planning Commission considered the request on November 10, 2021 and recommended approval based on evidence in the staff report and presented at the public hearing; and,

WHEREAS, City Council has considered the request, the Planning Commission recommendations, and after holding a public hearing finds that, as detailed in the staff report and at the public hearing, the standards for granting approval of a Conditional Use Permit, Preliminary Plat and Site Plan Review have been satisfied.

NOW, THEREFORE, THE CITY OF WOODLAND PARK, COLORADO, ORDAINS THAT THIS ORDINANCE IS HEREBY ADOPTED AS FOLLOWS:

<u>Section 1. Property Description</u>. The property is legally described as Lots 6 and 7, Tamarac Tech Park Filing No. 5, Woodland Park, Teller County, Colorado.

<u>Section 2. Public Notice</u>. All applicable notice requirements pursuant to the Municipal Code have been satisfied.

Section 3. Approvals. This property is hereby approved for a Conditional Use Permit, Preliminary Plat and Site Plan Review for "*18.09.090.N.4 Multi-Family-Dwelling Units plus 18.09.090N.5 Apartment Building(s) on a Single Lot*" use subject to the following conditions:

1. All future Final Plats and Townhome Plats shall include:
   a. A statement to allow the general public access and use of the development's parks, open space, trials and recreational amenities; and
   b. A draft of the covenants for the subdivision, including the establishment of a Homeowner's Association.
2. Prior to installation of any infrastructure, the applicant shall submit and receive approval of a Zoning Development Permit for infrastructure showing compliance with all zoning and engineering standards and which shall include:
   a. Final Site Plan showing fencing details for open space, and final location of gazebo, playground and exercise equipment;
   b. Final utility plan with profiles for all water, storm and sewer systems; sanitary sewer profile for the sewer main and service lines; a fire flow analysis for all water main line extensions;
   b. Final grading and erosion control plan for the disturbed area;
   c. Final street plan with profiles, curb and gutter, trails, etc.;
   d. Final drainage plan and report;
   e. State Stormwater Management Plan;
   f. All applicable development impact fees; and
   g. Approval of Flood Hazard Development Permit.
3. Prior to construction of the apartment buildings and townhomes, the developer/owner shall request multi-family water taps approved by the City Council from the multi-family water tap bank prior in accordance with §13.27.050. B. of the Municipal Code.
4. The City shall collect Transportation Capital Fees at the current annual rate at the time of issuance of a Zoning Development Permit/Building Permit to off-set the City's costs to make improvements to SH67 and in accordance with the CDOT Access Permit No. 220127. The Emergency Access to/from SH67 shall be designed and constructed at the developer's expense in accordance with CDOT requirements and prior to the issuance of the first apartment building's certificate of occupancy.

PASSED BY CITY COUNCIL ON SECOND AND FINAL READING FOLLOWING PUBLIC HEARING THIS _____ DAY OF _____________________, 2021.

____________________________________
Hilary LaBarre, Mayor Pro-tem

ATTEST:

______________________________
Suzanne Leclercq, City Clerk

# STAFF REPORT

**TO:** Mayor Pro-Tem LaBarre and City Council

**FROM:** Suzanne Leclercq, Deputy City Manager/City Clerk

**DATE:** November 18, 2021

**SUBJECT:** Approval of an Off Premise Fermented Malt Beverage Liquor License for Alpine Highlands Inc., dba Valero located at 520 West US Highway 24, Woodland Park, Colorado. ***(QJ)***
*(Presenter Deputy City Manager/City Clerk, Suzanne Leclercq)*

---

**BACKGROUND:** CITY OF WOODLAND PARK
Liquor License Summary

Note: Liquor License forms contain a mixture of confidential and public information. In an effort to protect the confidentiality of items such as Social Security Numbers, Drivers License numbers, and dates of birth, liquor application forms will no longer be available to the public. This summary is intended to give Council and citizens the public content of the issue at hand.

==============================================================
Type of Action Requested: Conduct Public Hearing for a new Fermented Malt Beveratge Off Premises Liquor License.

Applicant: Alpin Highlands Inc. dba Valeros at 520 West Highway 24, Woodland Park, CO.

Application details:

- Applicant is Alpine Highlands Inc..
- LLC has current sales tax license and FEIN number.
- Applicant submitted a petition signed by 30 local residents and/or business owners stating that this business is desirable and necessary and meets the requirements of the neighborhood.
- The location is eligible to be licensed.
- Proof of possession of the premises has been received.

Factual Findings:

- The application was submitted on October 8, 2021.
- Public Notice was published on November 8, 2021 on the City's website.

- Character of the applicant is not an issue for this hearing.
- All applicable fees have been paid.

**RECOMMENDATION:** Following Public Hearing, approve application from Alpine Highlands Inc. dba as Valero located at 520 West US Highway 24, Woodland Park, Colorado.

**ATTACHMENTS:** None

# STAFF REPORT

**TO:** Mayor Pro-Tem LaBarre and City Council

**FROM:**

**DATE:** November 18, 2021

**SUBJECT:** Approval of Foster's Addition, Filing No. 4 minor subdivision as requested by Stacked Hands, LLC (David Mijares, applicant and property owner) for a replat of Lots 10, 11 & 12, Block 14, Foster's Addition (110 Chester Avenue) in the Urban Residential (UR) zone. **(QJ)**
(Presenter, Planning Director Sally Riley)

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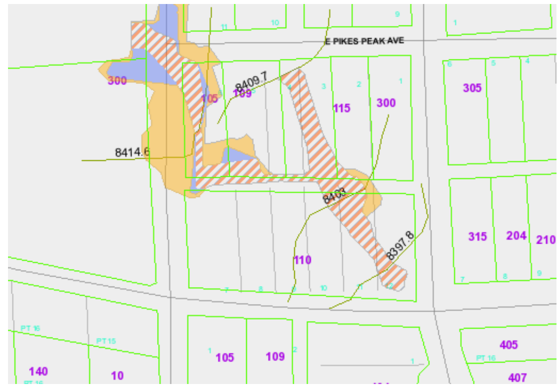
**BACKGROUND:**

**RECOMMENDATION:**

**ATTACHMENTS:**
1. CC Staff Report for Minor Sub Fosters Add #4 11.18. 21
2. Foster's Addition Filing No. 4 - Application 9.15.2021
3. Foster's Addition Filing No. 4 - REVISED PLAT 10.21.21

**City Council**
**Agenda Item 9.B.**
**November 18, 2021**

# CITY OF WOODLAND PARK
# CITY COUNCIL STAFF REPORT

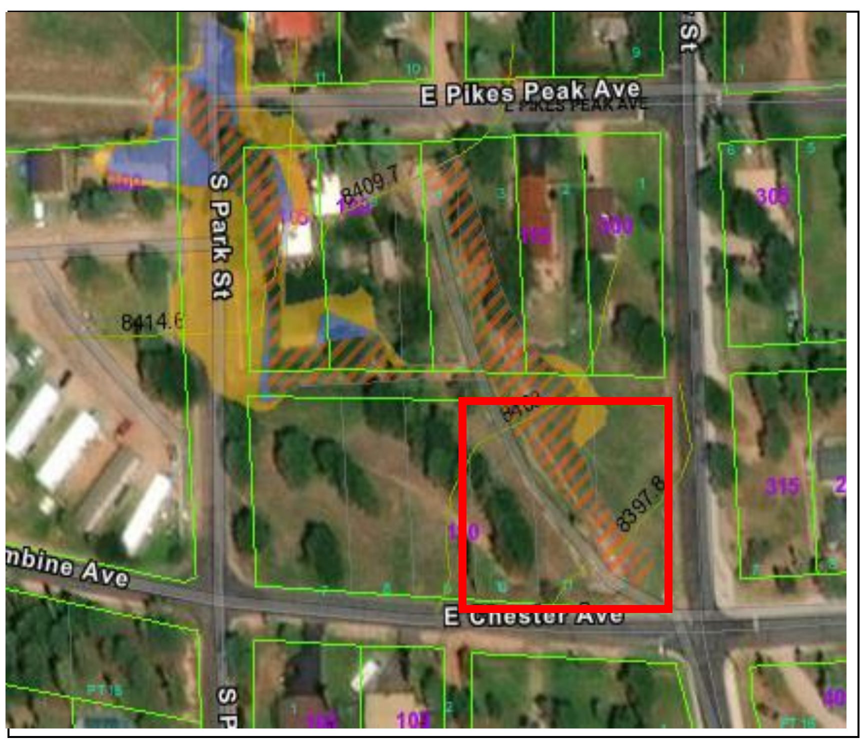


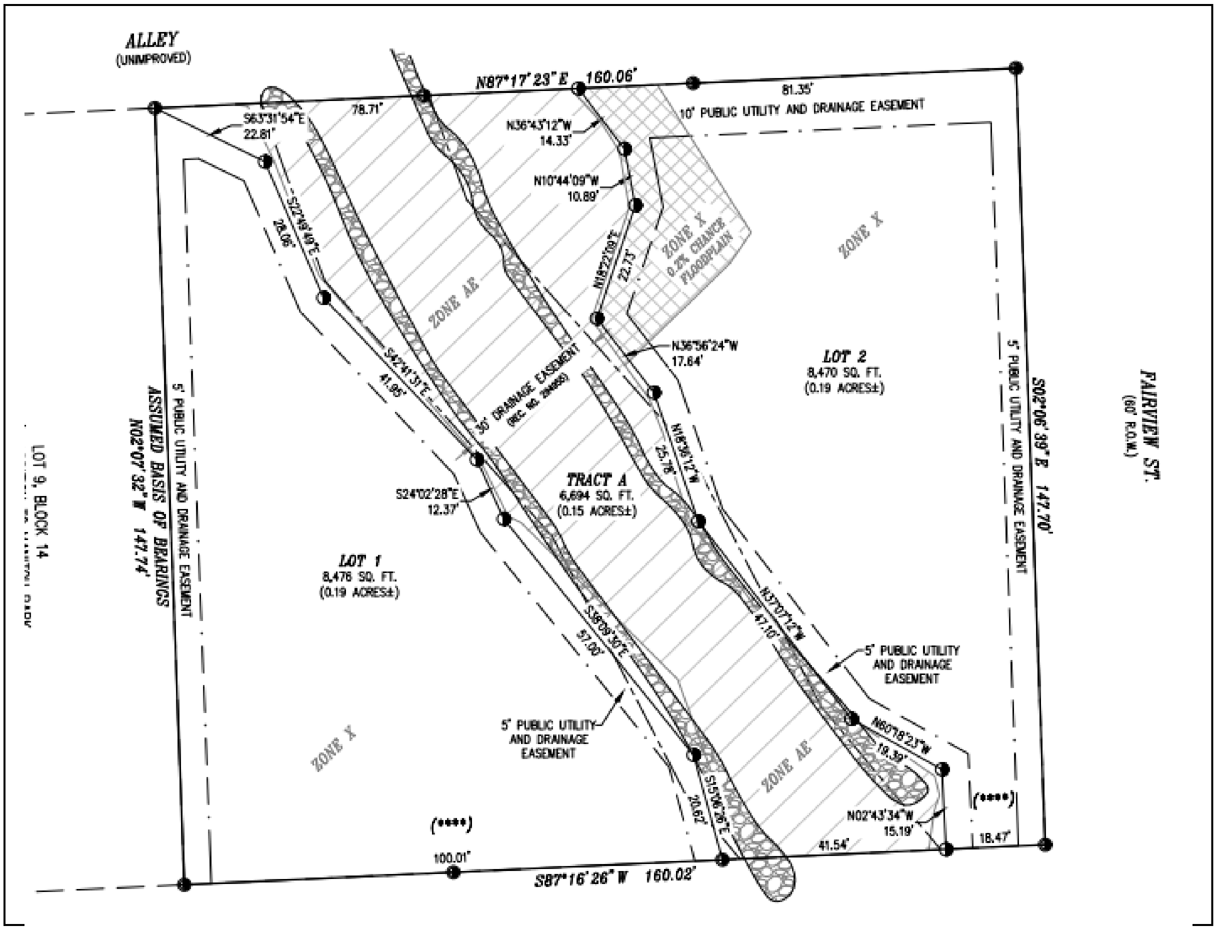

| | |
|---|---|
| **PROJECT:** | SUB 2021-10 Foster's Addition Filing No. 4 Minor Subdivision |
| **REQUEST:** | To replat Lots 10, 11 & 12, Block 14, Foster's Addition into two residential lots and Tract A to include Fountain Creek Floodplain |
| **LOCATION:** | 110 Chester Avenue<br>Urban Residential (UR) Zone |
| **APPLICANT:** | Stacked Hands, LLC (Owner), and David Mijares, P.E., Catamount Engineering (Engineer/Owner) |
| **NEXT STEP:** | Record the executed Final Plat with the Teller County Clerk and Recorder |

## PROPOSAL

The applicant requests approval of a replat of Lots 10, 11 & 12, Block 14, Foster's Addition in the Urban Residential (UR) Zone. This minor subdivision reconfigures three existing lots platted in the 1890s and creates two residential lots and plats Fountain Creek into Tract A.

The reconfiguration of Lot 1 (8,476 SF) and Lot 2 (8,470 SF) are located on the southwest and northeast sides of Fountain Creek, respectively. Tract A contains the FEMA regulated floodway and zone AE of Fountain Creek. In 1999, public funds were used to make improvements to stabilize the channel and carry the 100-year storm within this section of Fountain Creek. Tract A is intended to be owned and maintained by the City, similar to other sections of Fountain Creek downstream. It is reasonable that this small channel section ought to be under the City's control and maintenance to protect the neighborhood's safety.






The drawing above shows the reconfiguration of Lots 1 & 2, and Tract A. On October 14, 2021, the Planning Commission approved a Flood Hazard Development permit to allow for two homes to be constructed adjacent to the floodplain. The development will not disturb the regulatory floodway in any way. The applicant proposes to raise the top of the foundation elevation of 8403’ or one (1) foot above the FEMA regulatory 100-yr base flood elevation (BFE) of 8402’ and to provide positive drainage away from the foundations. Although not required, since the single-family residence (SFR) is outside the Special Flood Hazard Area, the finished floor of the SFR will exceed the City’s minimum standard of one foot above the BFE. Utility service extensions to the lots from adjacent Chester Avenue and Fairview Street include water service, sanitary sewer service, natural gas, and underground electrical service.

Fountain Creek Floodway at 110 Chester Avenue

# STAFF REVIEW

Subdivisions are assessed under *Chapter 17.24 Final Plat* of the City of Woodland Park Municipal Code. In italics below are the relevant plat and design standards applicable to this final plat application followed by staff findings.

***CHAPTER 17.24 FINAL PLAT***

The subdivision regulations contain platting standards relating to the form and content of the plat mylar.

***§17.24.070 Completed Plat Preparation****. The completed final plat acceptable for recording shall be prepared as follows: A. The design should conform to the preliminary plat, if applicable, as conditionally approved, except that the final plat may constitute only that portion of the approved preliminary plat which is proposed for immediate recording. B. The drawing shall be made at a scale no less than one inch equals one hundred feet, by the use of India ink or other equally substantial solution, on a mylar or other equivalent medium with outer dimensions of twenty-four inches by twenty-six inches. Maps of two or more sheets shall be referenced to an index map on the first sheet.*

**Complies.** A preliminary plat does not exist for this area and is not required for a 2-lot, one tract minor subdivision. A mylar of the Final Plat will be prepared for recordation with the Teller County Recorder pending all applicable revisions, approvals, and executions.

***§17.24.080 Information****.* (This is a long list of technical plat requirements.)

**Complies.** This plat has been prepared by licensed professional land surveyor Eric Simonson, Rampart Surveys, LLC and contains all the technical information listed in this section including subdivision name, vicinity map, owner and subdivider names, date of preparation, north arrow, dedication/certification and other statements, etc. Minor revisions to the plat are listed as conditions in the staff recommendation.

***§17.24.090.B Supplemental Material. Minor Subdivision.***

**Complies.** The following supplemental material was supplied with the application: letter of intent; list of adjoining land owners; reduced size map; title commitment; and, site drainage was adequately addressed with the Flood Hazard Development Permit approved on October 14th.

***§17.24.100 Other documents to be filed.***

**Complies.** The applicant submitted all necessary and applicable documents to review and approve the minor final plat submittal.

***§17.36 DEDICATIONS***

***§17.36.010 Dedication of Right-of-Way.***

**Complies.** The only dedication required with this plat is for public utility easements. All public utility easements are as dedicated and shown on the plat.

***§17.36.020 - 180. Park Capital Fees or dedication of land.***

**Complies.** Since the Foster's Addition was platted previously in the 1890s, the applicant is not required to pay park capital fees or provide a dedication of land. Cavalier Park is one block from the site and serves as the neighborhood park with playground, basketball court, a small segment of the American Discovery Trail and Fountain Creek greenway. As conditioned, the dedication of Tract A to the City requires title insurance commitment or policy showing that the subdivider is the lawful owner and the amount of such title insurance is equal to $24,000 per acre of the dedicated land.

***§17.40 DESIGN STANDARDS.*** *The design standards contain specifications for a reasonable layout and design to ensure an efficient, orderly, well planned suitable subdivision ready for future construction in keeping with the character and environment of the City. All relevant applicable standards in this section were reviewed and those requiring additional information or conditioned are listed below.*

***§17.40.050 Streets - Frontage.***

**Complies.** The UR zone district requires a minimum of 40 feet of frontage along the street line. Lot 1 has 160 feet along Chester Avenue (60 foot wide right of way ) while Lot 2 has 150 feet of frontage along Fairview Street (60 foot wide right of way).

***§17.40.150 Street Names and Numbers.***

**Complies.** New street numbers have been assigned by the City.

***§17.40.170 Easements.*** *Where required, easements for all utilities other than public sewer and water lines shall be a minimum of twenty feet wide, ten feet of which shall be on each side of common rear lot lines where said lines abut. … Side lot easements, where necessary shall be at least ten feet in width, five feet of which shall be on each side of a common lot line.*

1. Complies as amended. The plat shows the typical public utility and drainage easements. Also included is a private easement for the benefit of Lot 2 to extend a water service line under Fountain Creek and through Tract A. Revise the public utilities easement on the northern property boundary adjacent to the alley from 10’ to 15’ per CORE’s comments.

***§17.40.250 Lots dimensions.*** *Lot dimensions shall comply with the minimum standards of the zoning ordinance, etc.*

**Complies.** Each lot is greater than the minimum 7,500 SF lot area in the UR zone.

## REFERRAL

The Final Plat was referred to the following City and external agencies for review and comment: WP Public Works, WP Utilities, City Inspector, NETCFPD, CORE, Black Hills, CenturyLink, and TDS Telecom. All comments have been incorporated into this staff report. Detailed comments related to building, utility installation, BMPs, grading, erosion, etc. will be addressed with subsequent ZDP, building, or other applications.

## PLANNING COMMISSION HEARING

On October 28, 2021, the Planning Commission held a public hearing and based upon the evidence voted unanimously to recommend approval of this minor subdivision.

## PLANNING COMMISSION RECOMMENDATION

**MOTION** to approve UB 2021-10 Fosters Addition No. 4 at the intersection of Chester Avenue and Fairview Street in the Urban Residential (UR) zone district as requested by Stacked Hands, LLC (Owner) based on the findings contained in this Staff Report and as presented at public hearings, subject to the following conditions:

A. Prior to recording the final plat:
   2. The subdivider shall provide the City title insurance equal to $24,000 per acre in order to dedicate Tract A to the City.
   3. Revise the public utilities easement on the northern property boundary adjacent to the alley from 10’ to 15’ per CORE’s comments.

**ATTACHMENTS**

A. Minor Plat Application and Plat.

ELEVATE!
WOODLAND PARK
CITY ABOVE THE CLOUDS

# 2021 GENERAL APPLICATION
**(Revised 1/1/2021)**

RECEIVED 9/15/2021

Project # 202109276
Case # SUB2021-10
Fee(s): See City of Woodland Park Fees Sheet (Plus publication/recording fees, as applicable)
Pd. $539.00
Check #1145

## Type of Application (Check one or more as applicable)

☐ Site Plan Review Permitted Use
☐ Site Plan Review Conditional Use
☐ Conditional Use Permit
☐ Zoning Change
☐ Extension of Development
☐ Special Use Permit
☐ Planned Unit Development (PUD)
☐ PUD Amendment
☐ Appeal
☐ Variance
☐ Preliminary Plat
☐ Exemption Plat
☑ Final Plat
☐ Townhouse Plat
☐ Condominium Plat

## 1. Applicant Information

a. Applicant Name STACKED HANDS LLC
b. Project Coordinator ☐ Property Owner ☑
c. Mailing Address 300 W, SOUTH AVE., WOODLAND PARK, CO 80863
d. E-mail Address ____
e. Phone Numbers Home ____ Work 7194262124 Mobile ____

## 2. Property Owner Information (if different from above)

a. Name ____ Project Contact? Yes ☐ No ☐
b. Mailing Address ____
c. E-mail Address ____
d. Phone Numbers Home ____ Work ____ Mobile ____

## 3. Site Information

a. Site Address 110 CHESTER AVE
b. Lot 10-12 Block 14 Subdivision FOSTER'S ADDITION TO MANITOU PARK
c. Property Zoning UR Lot Size 0.54 Acres ☑ Square Feet ☐

## 4. Project Information

a. Project Name FOSTER'S ADDITION FILING NO. 4
b. Brief Description of Project/Request REPLAT LOTS 10-12, BLOCK 14, FOSTER'S ADDITION TO MANITOU PARK, INTO 2 LOTS AND A TRACT. LOT 1 WILL BE 8,476 SQ. FT., LOT 2 WILL BE 8,470 SQ. FT., AND TRACT A WILL BE 6,694 SQ. FT. AND INCORPORATE THE ENTIRETY OF "ZONE AE" RUNNING THROUGH THE ORIGINAL LOTS 10-12. THIS ALLOWS FOR A LARGER BUILDABLE AREA OUTSIDE OF THE FLOODPLAIN FOR THE REPLATTED LOTS.
c. Project Narrative *(On a* *<u>separate sheet</u>* *provide additional project details and how the proposal complies with the applicable code requirements, which can be found in Section 8 of this application.)*

5. **Consultant Information** (if applicable)

a. **Architect**
   i. Project Contact ______
   ii. Firm Name ______
   iii. Physical Address ______
   iv. Mailing Address ______
   v. E-mail Address ______
   vi. Phone Numbers: Business ______ Mobile ______

b. **Engineer**
   i. Project Contact ______
   ii. Firm Name ______
   iii. Physical Address ______
   iv. Mailing Address ______
   v. E-mail Address ______
   vi. Phone Numbers: Business ______ Mobile ______

c. **Planner**
   i. Project Contact ______
   ii. Firm Name ______
   iii. Physical Address ______
   iv. Mailing Address ______
   v. E-mail Address ______
   vi. Phone Numbers: Business ______ Mobile ______

d. **Surveyor**
   i. Project Contact ERIC SIMONSON
   ii. Firm Name RAMPART SURVEYS, LLC
   iii. Physical Address 1050 TAMARAC PKWY, WOODLAND PARK, CO 80863
   iv. Mailing Address P.O. BOX 5101, WOODLAND PARK, CO 80866
   v. E-mail Address ERIC@RAMPARTLS.COM
   vi. Phone Numbers: Business 7196870920 Mobile ______

e. **Other** (specify role) ______
   i. Project Contact ______
   ii. Firm Name ______
   iii. Physical Address ______
   iv. Mailing Address ______
   v. E-mail Address ______
   vi. Phone Numbers: Business ______ Mobile ______

## 6. Submittal Requirements

The following items must be included at time of submittal (in addition to items on the submittal checklists) or the application will not be processed (additional copies may be requested).

| Type of Application | 24" x 36" Plan Set | 11" x 17" Plan Set | Adobe Acrobat Portable Document Format (.pdf) electronic Plan Set on a flash drive | Warranty Deed or Title Policy | List of adjoining property owners within 150' | Copies of reports *(narrative, traffic study, drainage, etc.)* |
|---|---|---|---|---|---|---|
| All Types | 1 | 1 | 1 | 1 | 1 | 1 |

## 7. Applicable Code Sections

The following are the applicable code sections by type of application and are for assisting applicants in completing the required project narrative. The City of Woodland Park's Municipal Code can be found at www.city-woodlandpark.org/Charter&Code. Subdivision requirements are in Title 17 and Zoning is in Title 18 of the Municipal Code.

| Type of Application | Applicable Code Sections |
|---|---|
| Site Plan Review Permitted Use | Chapters 18.34, 18.33 and 18.39 |
| Site Plan Review Conditional Use | Chapters 18.34, 18.57, 18.33 and 18.39 |
| Conditional Use Permit | Chapter 18.57 plus applicable site plan regulations |
| Zoning Change | There are no specific standards, but the applicant should provide supporting argument for a zoning change, including how it complies with the Comprehensive Plan |
| Special Use Permit | Chapter 18.61 plus applicable site plan regulations |
| Planned Unit Development | Chapters 18.30, 18.33, 18.39, Sections 17.20.070, and 17.20.080 |
| Appeal | Chapter 18.54 |
| Variance | Chapter 18.60 |
| Preliminary Plat | Chapter 17.20 plus applicable subdivision sections |
| Exemption Plat | Section 17.52.030 plus applicable subdivision sections |
| Final Plat | Chapter 17.24 plus applicable subdivision sections |
| Townhouse Plat | Chapter 17.32 plus applicable subdivision sections |
| Condominium Plat | Chapter 17.32 plus applicable subdivision sections |

## 8. Certification of Ownership

I (We) do hereby declare and affirm that I (we) am (are) the exclusive owner(s) and title holder(s) of the above described property.

FOR STACKED HANDS LLC 9.15.21

Owner Date

Owner Date

## 9. Certification:

**Certification:** The undersigned applicant certifies under oath and under penalties of perjury that the information found in the application is true and accurate to the best of their knowledge.

I certify that I understand that the proposed development is in accordance with all provisions of the City of Woodland Park's Municipal Code and other applicable regulations.

9.15.21

Applicant Date

RAMPART
SURVEYS, LLC

**P.O. Box 5101**
**Woodland Park, Colorado, 80866**
**v. 719.687.0920 f. 719.686.1139**
**www.RampartLS.com**

September 14, 2021

City of Woodland Park
Planning Department
PO Box 9007
Woodland Park, CO 80866

RE: Foster's Addition Filing No. 4
A Replat of Lots 10, 11 & 12, Block 14, Foster's Addition to Manitou Park
Located in the NE1/4 SE1/4 of Section 24, Township 12 South, Range 69 West of the 6th P.M.
City of Woodland Park, Teller County, Colorado

To Whom It May Concern:

Stacked Hands, LLC is submitting this application for replatting the existing Lots 10, 11 & 12, Block 14, Foster's Addition to Manitou Park from three (3) lots into two (2) lots and (1) tract. This replat does not create any new public streets or open spaces.

There is a single-family residence currently in construction on the proposed Lot 1, with plans to build a new single-family residence on the proposed Lot 2. The date for the proposed new construction is unknown at this time.

In our opinion, the "Final Plat" proposed above is in compliance with all of the applicable criteria set forth in the Title 17 Subdivisions ordinance of the City of Woodland Park Planning Department Submittal Requirements.

Thank you for your consideration in this matter.

Sincerely,

Eric Simonson, PLS
Managing Member

C:\Users\Rampart Surveys\Desktop\21441 - Letter of Intent.docx

# FOSTER'S ADDITION FILING NO. 4

## A REPLAT OF LOTS 10, 11 & 12, BLOCK 14, FOSTER'S ADDITION TO MANITOU PARK LOCATED IN THE NE1/4 OF THE SE1/4 OF SECTION 24, T. 12 S., R. 69 W. OF THE 6th P.M., CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO

**KNOW ALL MEN BY THESE PRESENTS:**

THAT STACKED HANDS LLC, A COLORADO LIMITED LIABILITY COMPANY, BEING THE OWNER OF THE FOLLOWING DESCRIBED PLATTED LOTS:

**TO WIT:**

LOTS 10, 11 AND 12, BLOCK 14, IN FOSTER'S ADDITION TO MANITOU PARK, NOW THE CITY OF WOODLAND PARK, AS RECORDED IN PLAT BOOK C, PAGE 35, OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER. LOCATED IN THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER (NE1/4 SE1/4) OF SECTION 24, TOWNSHIP 12 SOUTH, RANGE 69 WEST OF THE 6th P.M., CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO.

SAID LOTS CONTAIN 23,640 SQUARE FEET (0.54 ACRES) OF LAND, MORE OR LESS.

**DEDICATION:**

THE UNDERSIGNED OWNERS HAVE CAUSED SAID LOTS TO BE REPLATTED INTO LOTS AND EASEMENTS AS SHOWN ON THE PLAT. THE UNDERSIGNED DO HEREBY GRANT UNTO THE CITY OF WOODLAND PARK THOSE EASEMENTS AS SHOWN ON THE PLAT. THE SOLE RIGHT AND AUTHORITY TO RELEASE OR CONVEY ALL OR ANY SUCH EASEMENTS SHALL REMAIN EXCLUSIVELY VESTED IN THE CITY OF WOODLAND PARK. ALL EASEMENTS SHALL RETAIN THE RIGHT OF INGRESS AND EGRESS FOR CONSTRUCTION AND MAINTENANCE OF IMPROVEMENTS. NO PERMANENT STRUCTURES EXCEPT FENCING UPON CITY APPROVAL SHALL BE ALLOWED ON ANY EASEMENT. THIS TRACT OF LAND AS HEREIN PLATTED SHALL BE KNOWN AS "FOSTER'S ADDITION FILING NO. 4" IN THE CITY OF WOODLAND PARK, TELLER COUNTY, COLORADO.

WITNESS MY HAND THIS ______ DAY OF ____________________________, 2021.

______________________________________

STACKED HANDS LLC, A COLORADO LIMITED LIABILITY COMPANY

STATE OF COLORADO )
) ss
COUNTY OF TELLER )

THE ABOVE AND AFOREMENTIONED INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ______ DAY OF ____________________________, 2021, A.D., BY STACKED HANDS LLC, A COLORADO LIMITED LIABILITY COMPANY, OWNER OF LOTS 10, 11 AND 12, BLOCK 14 FOSTER'S ADDITION TO MANITOU PARK.

WITNESS MY HAND AND OFFICIAL SEAL:

MY COMMISSION EXPIRES: ________________ ____________________________
NOTARY PUBLIC

(SEAL)

**CERTIFICATE OF OWNERSHIP:**

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY DESCRIBED HEREIN, WHICH PROPERTY IS WITHIN THE SUBDIVISION REGULATION JURISDICTION OF THE CITY OF WOODLAND PARK, AND THAT I AUTHORIZE THIS PLAN OF LAND DIVISION.

______________________________________

STACKED HANDS LLC, A COLORADO LIMITED LIABILITY COMPANY

STATE OF COLORADO )
) ss
COUNTY OF TELLER )

THE ABOVE AND AFOREMENTIONED INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ______ DAY OF ____________________________, 2021, A.D., BY STACKED HANDS LLC, A COLORADO LIMITED LIABILITY COMPANY, OWNER OF LOTS 10, 11 AND 12, BLOCK 14 FOSTER'S ADDITION TO MANITOU PARK.

MY COMMISSION EXPIRES: ________________ ____________________________
NOTARY PUBLIC

(SEAL)

**EASEMENTS:**

IN ADDITION TO THOSE SHOWN, ALL LOTS ARE HEREBY PLATTED WITH A FIVE FOOT (5') SIDE LOT LINE EASEMENT FOR PUBLIC UTILITIES AND DRAINAGE PURPOSES AND A TEN FOOT (10') REAR AND FRONT LOT LINE EASEMENT FOR PUBLIC UTILITIES AND DRAINAGE PURPOSES.
NON-EXCLUSIVE UTILITY EASEMENTS LOCATED AS SHOWN ARE HEREBY GRANTED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF UTILITIES AND DRAINAGE FACILITIES, INCLUDING, BUT NOT LIMITED TO STREET LIGHTS, ELECTRIC LINES, GAS LINES, CABLE TELEVISION LINES, FIBER OPTIC LINES, AND TELEPHONE LINES, AS WELL AS PERPETUAL RIGHT FOR INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE, AND REPLACEMENT OF SUCH LINES.

**MORTGAGEE AND LIENHOLDER SUBORDINATION AGREEMENT:**

FIRST NATIONAL BANK OF LAS ANIMAS, AS BENEFICIARY OF A DEED RECORDED ON THE 15th DAY OF APRIL, 2021 AT RECEPTION NO. 737753 IN THE PUBLIC RECORDS OF TELLER COUNTY, COLORADO CONCERNING THE ABOVE DESCRIBED TRACT OF LAND, HEREBY UNDERTAKES AND AGREES THAT THEIR INTEREST THEREUNDER SHALL BE SUBJECT AND SUBORDINATE IN EACH AND EVERY RESPECT TO THIS SUBDIVISION PLAT AND THAT ANY AND ALL INCREASES, RENEWALS, MODIFICATIONS, EXTENSIONS, SUBSTITUTIONS, REPLACEMENTS AND/OR CONSOLIDATIONS OF SAID WARRANTY DEED, AND ANY FUTURE LIEN, MORTGAGE OR DEED OF TRUST AFFECTING THE PREMISES SUBJECT TO THIS SUBDIVISION PLAT HELD BY THE UNDERSIGNED, NOW ARE AND SHALL AT ALL TIMES CONTINUE TO BE SUBJECT AND SUBORDINATE IN EACH AND EVERY RESPECT TO THIS SUBDIVISION PLAT.

EXECUTED THIS____DAY OF______________________, A.D. 2021.

BY: ______________________________

TITLE: ______________________________

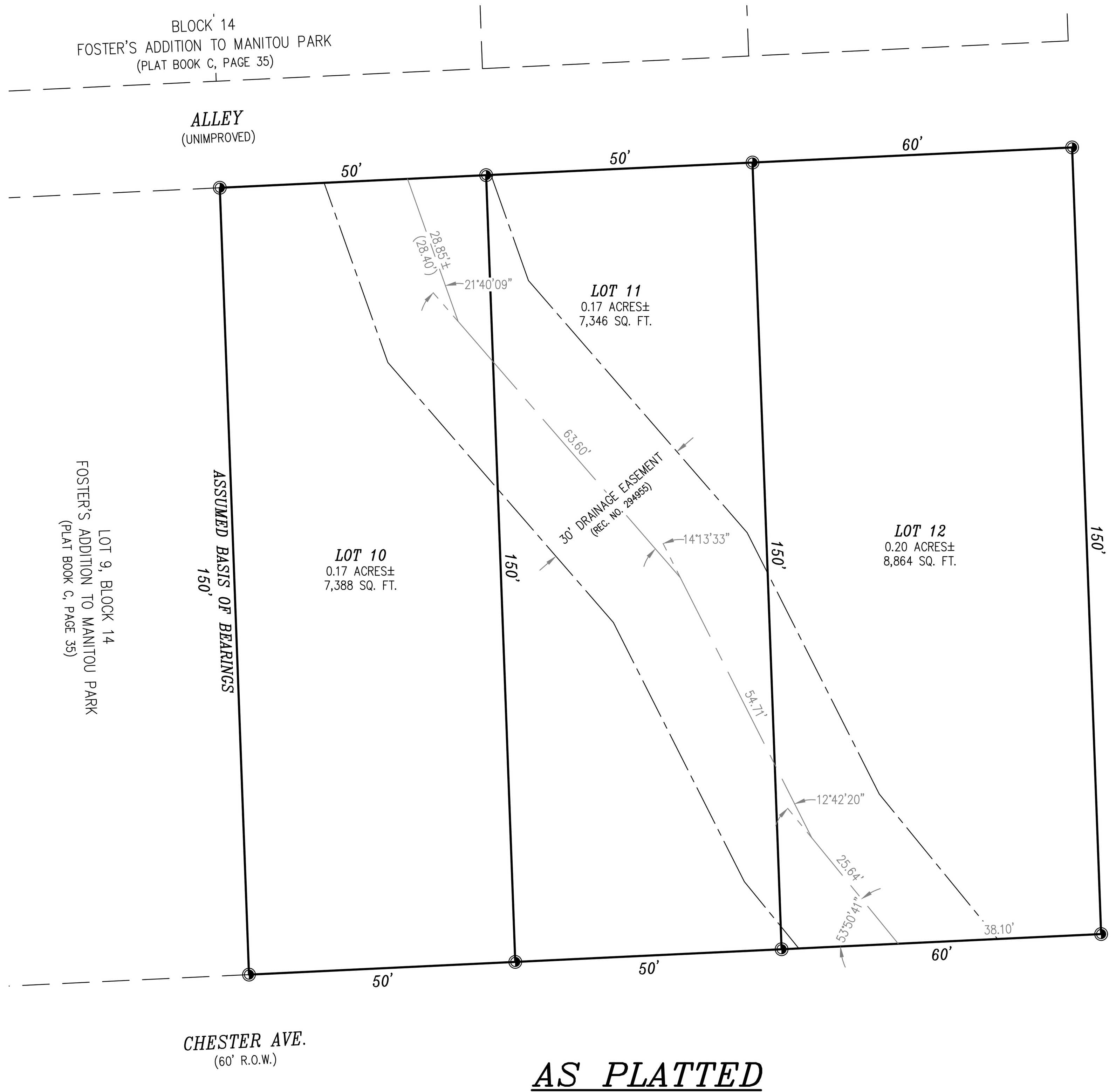
STATE OF________________ )
) ss
COUNTY OF________________ )

THE FOREGOING MORTGAGEE AND LIENHOLDER AGREEMENT WAS ACKNOWLEDGED BEFORE ME THIS_____DAY OF ___ ________________, A.D. 2021 BY______________________________.

WITNESS MY HAND AND OFFICIAL SEAL:

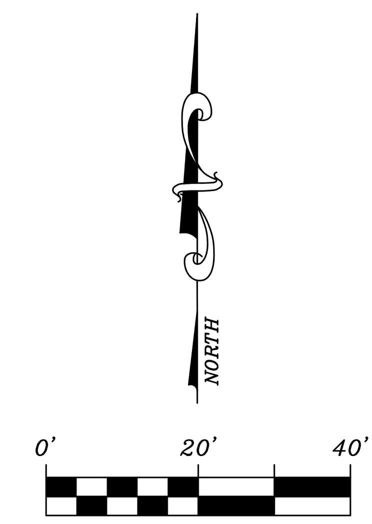
MY COMMISSION EXPIRES: ________________ ____________________________
NOTARY PUBLIC

(SEAL)

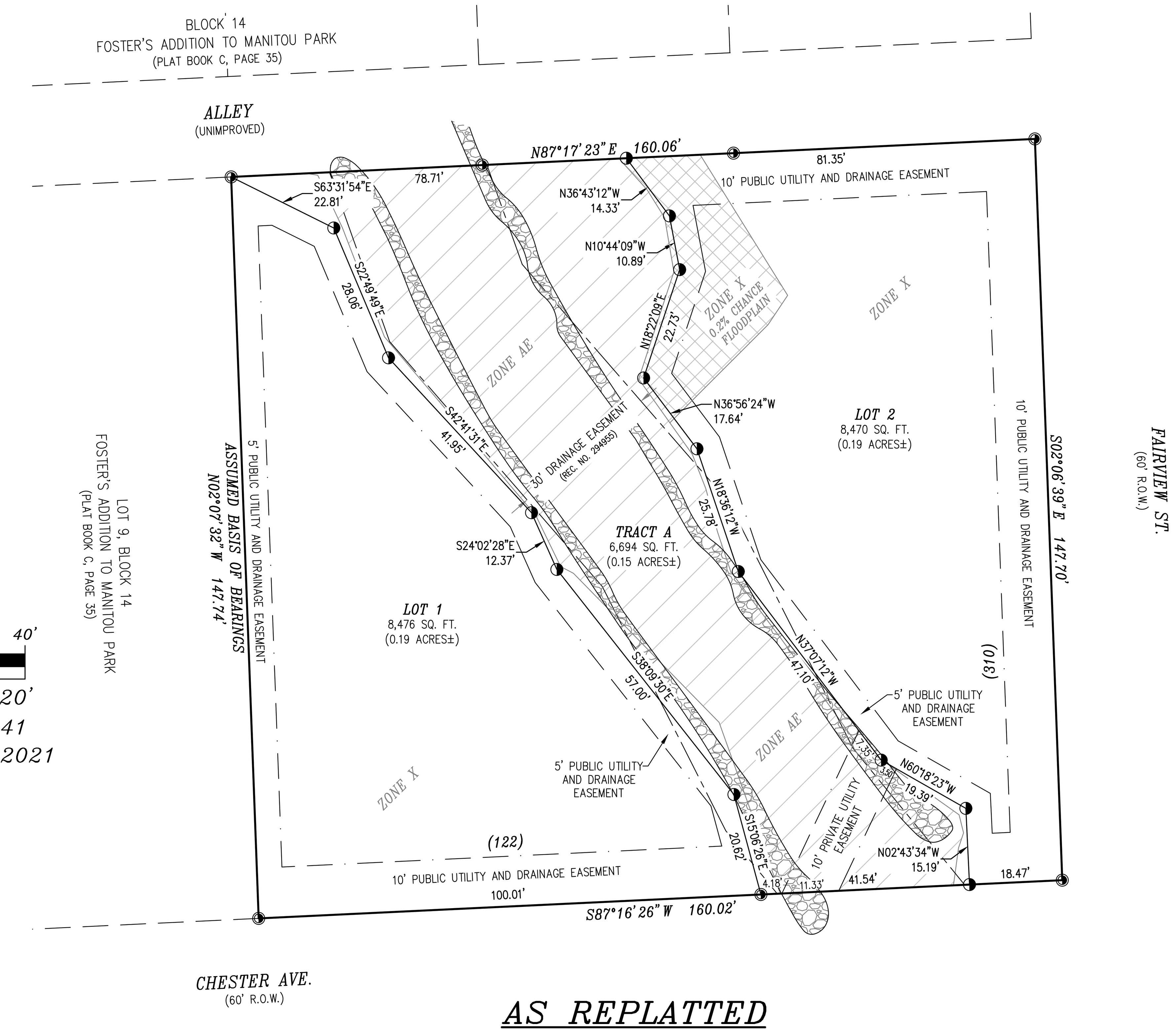



*AS PLATTED*

NOTE: ONLY PLATTED BEARINGS AND DISTANCES SHOWN




SCALE: 1" = 20'
JOB NO.: 21441
SEPTEMBER 14, 2021




*AS REPLATTED*

NOTE: ONLY MEASURED BEARINGS AND DISTANCES SHOWN

**LEGEND:**

- ◑ SET 5/8" REBAR AND ORANGE CAP STAMPED "RAMPART PLS 38560"
- ◉ FOUND 5/8" REBAR AND ORANGE CAP STAMPED "RAMPART PLS 38560"
- ⦿ FOUND REBAR AND YELLOW CAP STAMPED "6635"
- ▲ FOUND 7/8" O.D. IRON PIPE
- ROCK WALL (CHANNEL)
- (****) ADDRESS

**CERTIFICATE OF APPROVAL:**

APPROVED BY THE PLANNING COMMISSION FOR THE CITY OF WOODLAND PARK, COLORADO THIS_____DAY OF ____________________, 2021.

______________________________
CHAIRMAN, PLANNING COMMISSION

THIS PLAT, AND THE DEDICATION TO THE PUBLIC OF ANY STREETS, TRAILS, SIDEWALKS AND PUBLIC WAYS SHOWN HEREON, AND THE PUBLIC UTILITY EASEMENTS AS SHOWN ARE HEREBY ACCEPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WOODLAND PARK, COLORADO THIS_____DAY OF____________________, 2021.

______________________________
MAYOR

ATTEST:

______________________________
CITY CLERK

**WATER AVAILABILITY DISCLAIMER:**

AT THE TIME THIS PLAT IS BEING APPROVED BY THE CITY OF WOODLAND PARK, THE GROWTH REPRESENTED BY ITS BUILD-OUT IS COMPATIBLE WITH THE CITY'S MASTER PLAN. THE CITY IS IN THE PROCESS OF DEVELOPING WATER SUPPLIES, WHICH ARE SUFFICIENT TO SERVE THE CITY IN ACCORDANCE WITH THE MASTER PLAN. HOWEVER, BECAUSE WATER DEVELOPMENT IS ONLY PARTIALLY WITHIN THE CITY'S CONTROL, THE CITY CANNOT RESERVE WATER FOR SPECIFIC LANDS AND CANNOT GUARANTEE THAT WATER TAPS WILL BE AVAILABLE FOR ANY SPECIFIC PROPERTY AT ANY FUTURE DATE INCLUDING ANY LOTS IN THIS PLAT.

**COUNTY TREASURER:**

ALL TAXES ASSESSED AND DUE ON THE PROPERTY DESCRIBED ABOVE HAVE BEEN PAID IN FULL. SIGNED THIS __________ DAY OF ______________________, 2021.

______________________________
COUNTY TREASURER

**NOTES:**

1). ALL BEARINGS USED HEREIN ARE BASED UPON AN ASSUMED BEARING OF N02°07'32"W, A DISTANCE OF 147.74 FEET (150 FEET PER THE RECORDED PLAT) BETWEEN THE NORTHWEST CORNER OF LOT 10, BLOCK 14, FOSTER'S ADDITION TO MANITOU PARK, AS RECORDED IN BOOK C AT PAGE 35 OF THE RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, AS MONUMENTED BY A 5/8" REBAR AND ORANGE CAP STAMPED "RAMPART LS 38560", AND THE SOUTHWEST CORNER OF SAID LOT 10, AS MONUMENTED BY A 5/8" REBAR AND ORANGE CAP STAMPED "RAMPART LS 38560".

2.) ALL DISTANCES SHOWN BETWEEN EXISTING MONUMENTS REFLECT ACTUAL DIMENSIONS AS MEASURED. IF THE ACTUAL DIMENSION DIFFERS FROM THE PLATTED DIMENSION, THE PLATTED DIMENSION IS DENOTED WITH A "P=".

3.) NO STRUCTURES OR FENCES ARE PERMITTED WITHIN DESIGNATED "FLOODPLAIN" AREAS. THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP NO. 08119C0206D (REVISED TO REFLECT LOMR CASE NO. 09-08-0500P, EFFECTIVE MARCH 11, 2010) INDICATES A PORTION OF THIS PARCEL OF LAND TO BE LOCATED IN ZONE X SHADED (AREAS OF 0.2% ANNUAL CHANCE OF FLOOD), ZONE AE (BASE FLOOD ELEVATIONS DETERMINED), AND FLOODWAY AREAS IN ZONE AE (THE FLOODWAY IS THE CHANNEL OF A STREAM PLUS ANY ADJACENT FLOODPLAIN AREAS THAT MUST BE KEPT FREE OF ENCROACHMENT SO THAT THE 1% ANNUAL CHANCE FLOOD CAN BE CARRIED WITHOUT SUBSTANTIAL INCREASES IN FLOOD HEIGHTS). THE ENTIRETY OF THE REGULATED ZONE AE FLOODPLAIN WILL BE CONTAINED IN TRACT A TO BE CONVEYED TO THE CITY OF WOODLAND PARK.

4.) THIS PLAT DOES NOT CONSTITUTE A TITLE SEARCH BY RAMPART SURVEYS FOR EITHER OWNERSHIP OR EASEMENTS OF RECORD. FOR EASEMENTS OF RECORD SHOWN HEREON RAMPART SURVEYS RELIED UPON A COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, ORDER NO. F0710609-310-WP (COMMITMENT DATE: APRIL 30, 2021) AS PROVIDED TO RAMPART SURVEYS BY THE CLIENT. NO OTHER EASEMENTS OF RECORD ARE SHOWN EXCEPT AS FOUND THEREIN. THE NUMBERS USED BELOW CORRESPOND WITH THE NUMBERS USED IN SCHEDULE B PART II – EXCEPTIONS:

1.– 7. & 9. STANDARD EXCEPTIONS, RAMPART SURVEYS DID NOT ADDRESS THESE ITEMS.

8. THE PROPERTY IS SUBJECT TO TERMS, CONDITIONS, PROVISIONS, EASEMENT, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE EASEMENT AS SET FORTH BELOW:
RECORDING DATE: JULY 20, 1981
RECORDING NO.: 294955

5.) ALL LINEAL UNITS DEPICTED ON THIS FINAL PLAT ARE U.S. SURVEY FEET.

6.) TRACT A HAS BEEN DEDICATED TO THE CITY OF WOODLAND PARK FOR PUBLIC USE OF DRAINAGE AND UTILITIES.

7.) SHOWN BOUNDARIES ARE DERIVED FROM A LAND SURVEY PLAT BY RAMPART SURVEYS, LLC OF LOTS 7-12, BLOCK 14, FOSTER'S ADDITION TO MANITOU PARK, RECORDED UNDER RECEPTION NUMBER ______________ OF THE RECORDS OF TELLER COUNTY, COLORADO.

**OWNER:**

STACKED HANDS LLC
300 W. SOUTH AVE.
WOODLAND PARK, CO 80863
719-426-2124

**PREPARED BY:**

ERIC SIMONSON, PLS
RAMPART SURVEYS, LLC
P.O. BOX 5101
WOODLAND PARK, CO 80866
719-687-0920

**SURVEYOR'S CERTIFICATION:**

THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, HEREBY CERTIFIES THAT THE ACCOMPANYING PLAT WAS SURVEYED AND DRAWN UNDER HIS SUPERVISION AND ACCURATELY SHOWS THE DESCRIBED TRACT OF LAND, AND SUBDIVISION THEREOF, AND THAT THE REQUIREMENTS OF TITLE 38 OF THE COLORADO REVISED STATUTES, 1973, AS AMENDED, HAVE BEEN MET TO THE BEST OF HIS PROFESSIONAL KNOWLEDGE AND BELIEF.

______________________________________________
ERIC SIMONSON DATE
COLORADO PROFESSIONAL LAND SURVEYOR NO. 38560
FOR AND ON BEHALF OF RAMPART SURVEYS, LLC

NOTICE:

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

**RECORDING:**

STATE OF COLORADO )
) SS
COUNTY OF TELLER )

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT ________ O'CLOCK __. M., THIS ________ DAY OF ____________________________, 2021, A.D., AND IS DULY RECORDED UNDER RECEPTION NUMBER ____________________________ OF THE RECORDS OF TELLER COUNTY, COLORADO.

FEE: ______________

BY: ______________________________
TELLER COUNTY CLERK AND RECORDER


**VICINITY MAP**
NOT TO SCALE

FOSTER'S ADDITION FIL. NO. 4 – NE1/4 SE1/4 OF SEC. 24, T12S, R69W OF THE 6th P.M., WOODLAND PARK, TELLER COUNTY, COLORADO

RAMPART SURVEYS, LLC
P.O. Box 5101 Woodland Park, CO. 80866 (719) 687-0920

DWG: 21441RP.DWG | PAGE 1 OF 1

City Council
Agenda Item 10.A.
November 18, 2021

# STAFF REPORT

**TO:** Mayor Pro-Tem LaBarre and City Council

**FROM:**

**DATE:** November 18, 2021

**SUBJECT:** Approve Resolution No. 882, Series 2021 to endorse Envision 2030 Woodland Park Comprehensive Plan as requested by the Woodland Park Planning Commission**. (A)**
(Presenter, Planning Director Sally Riley)

---

**BACKGROUND:**

**RECOMMENDATION:**

**ATTACHMENTS:**
1. Comp Plan memo to CC 11.18.21
2. Res 882

# City Council Staff Report
# November 18, 2021

## AGENDA ITEM 10.A.

Approve Resolution No. 882, Series 2021 to endorse Envision Woodland Park 2030 Comprehensive Plan as requested by the Woodland Park Planning Commission**. (A)** (Presenter, Planning Director Sally Riley)

## BACKGROUND

After 10 months of community engagement, subcommittee meetings, drafting and editing, the update to the 2010 Comprehensive Plan is complete. The result is Woodland Park's aspirational, community-guided vision for the future. Staff greatly appreciates the City Council's involvement and support of the process. The Plan is intended to encourage the community to continue to work together and ensure that Woodland Park can continue to grow responsibly.

Jennifer Gardner, PLA ASLA, Senior Planner/Landscape Architect with Logan Simpson, will be attending the November 18, 2021 Council meeting (virtually) to provide an overview of the Envision Woodland Park 2030 Comprehensive Plan.

The Planning Commission held a public hearing on October 28, 2021 and voted unanimously to adopt the Plan. Hard copies of the Plan have been placed in your City Hall mail box.

## STAFF RECOMMENDATION

MOVE to approve Resolution No. 882 and endorse Envision Woodland Park 2030 Comprehensive Plan.

**CITY OF WOODLAND PARK, COLORADO**
**JOINT RESOLUTION NO. 882, SERIES 2021**

A JOINT RESOLUTION BY THE CITY OF WOODLAND PARK PLANNING COMMISSION TO ADOPT THE ENVISION WOODLAND PARK 2030 COMPREHENSIVE PLAN AND BY THE WOODLAND PARK CITY COUNCIL TO ENDORSE THE ENVISION WOODLAND PARK 2030 COMPREHENSIVE PLAN

WHEREAS, the Envision Woodland Park 2030 Comprehensive Plan is an aspirational document that is not regulatory but provides guidance toward the future development and growth of the community; and

WHEREAS, it is the responsibility of the Planning Commission to make and adopt a Master Plan for the physical development of the municipality, as affirmed by the enabling State legislation (C.R.S. 31-23-206) and the City Charter (Article V, Section 5.4(d)); and

WHEREAS, the City's 2010 Woodland Park Comprehensive Plan has served the community well through the past decade; however, it is time to update the City's Plan since much has changed in the community during the past decade; and

WHEREAS, the process began with a public outreach program with five online surveys that garnered over 350 participants completing over 1,000 responses to the questionnaires with a summary of the survey results provided in Appendix A, and

WHEREAS, in March 2021, eight subcommittees were formed to focus on the core topics listed below and to update each chapters' goals, objectives, and actions regarding;

1. Land Use and Growth, Housing, and Community Character and Design;
2. Transportation and Drainage;
3. Public Safety, Emergency Services, and Resiliency;
4. City Finances, Economic Development, and Tourism
5. Utilities: Water and Wastewater;
6. Sustainability, Parks, Trails, and Open Space;
7. Community Wellbeing: Education, Health, Recreation, and Senior Services; and
8. Arts, Culture, and Community Heritage.

Approximately 70 volunteers participated in the subcommittee process through June 2021. The subcommittees included community stakeholders, City Council, Planning Commission and Staff; and

WHEREAS, during the months of February through June, 27 one-on-one interviews were held by consultant Logan Simpson with community groups, business owners, elected officials, regional program coordinators, and residents with a summary of the interviews provided in Appendix D;

WHEREAS, High School Civics students participated in a Zoom meeting to get feedback from the younger generation to learn about what they love about Woodland Park and what they would like to see improved; and

WHEREAS, on April 14, 2021, a hybrid in-person and virtual Town Hall was conducted with approximately 80 community members, and discussed what people love about Woodland Park and where opportunities for improvement lie; and

WHERAS, all outreach activities were advertised on WhatsUpWoodlandPark.com, as well as Pikes Peak Courier and the Chamber of Commerce Grapevine and to help keep all community members informed of the process and content of the draft documents; and

WHEREAS, the Woodland Park Planning Commission reviewed the draft Comprehensive Plan during six work sessions beginning on July 22, 2021 through October 14, 2021 for the purpose of proposing format and content edits; and

WHEREAS, on July 22, 2010, the Planning Commission held a public hearing to consider the adoption of the Envision 2030 Comprehensive Plan and voted unanimously to approve Resolution No. 882 and recommended that the Woodland Park City Council endorse the 2030 Comprehensive Plan; and

WHEREAS, on November 18, 2021 the City Council voted to endorse the Envision 2030 Woodland Park Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION AND CITY COUNCIL OF THE CITY OF WOODLAND PARK THAT:

The foregoing Joint Resolution was adopted at a regular meeting of the Planning Commission of the City of Woodland Park held in Woodland Park on the 28 day of October, 2021.

Jon DeVaux
Planning Commission Chairman

ATTEST:

Planning Director, Sally Riley

Furthermore, the foregoing Joint Resolution was approved at a regular meeting of the City Council of the City of Woodland Park held in Woodland Park on the _____ day of _________________, 2021.

Hilary LaBarre, Mayor Pro Tem

ATTEST:

City Clerk, Suzanne Leclercq

City Council
Agenda Item 10.B.
November 18, 2021

# STAFF REPORT

**TO:** Mayor Pro-Tem LaBarre and City Council

**FROM:**

**DATE:** November 18, 2021

**SUBJECT:** Approve the Intergovernmental Agreement (IGA) with the Colorado Department of Transportation (CDOT) to obtain Stimulus Relief Funds in the amount of $200,000 to be used for the resurfacing of Baldwin Street and Rampart Range Road from US24 to Kelley's Road and direct the Mayor Protem to execute the IGA. (A)
(Presenter, Planning Director Sally Riley)

---

**BACKGROUND:**

**RECOMMENDATION:**

**ATTACHMENTS:**

1. Stimulus Relief Funds memo to CC 11.18.21
2. R2-24550-IGA Woodland Park Baldwin St-Rampart Range Rd Execs revised 14Oct 2021

# City Council Staff Report
# November 18, 2021

## AGENDA ITEM 10.B.

Approve the Intergovernmental Agreement (IGA) with the Colorado Department of Transportation (CDOT) to obtain Stimulus Relief Funds in the amount of $200,000 to be used for the resurfacing of Baldwin Street and Rampart Range Road from US24 to Kelley's Road and direct the Mayor Pro Tem to execute the IGA. (A)
(Presenter, Planning Director Sally Riley)

## BACKGROUND

Several months ago, PPACG was allocated several million dollars in Stimulus Relief funding from the State of Colorado. The majority of these funds were allocated and used for the completion of the interchange on Powers Blvd and Research Road. A portion of these funds were split up among the PPACG member jurisdictions.

As a result, Woodland Park was awarded $200,000 for any eligible roadway project within our community. Staff recommends that the funds be used toward the resurfacing (full-depth reclamation) of Baldwin Street and Rampart Range Road from US24 to Kelley's Road since this project was in design and slated for construction in 2022. There is no match required from the City; however, the City's design engineer has estimated the project at $1,016,306 and is proposed in the 410 fund of the 2022 budget.

The attached CDOT IGA is a standard template of which most of the text is not applicable. The project is considered a "maintenance project" from edge of asphalt to edge of asphalt which does not require clearance for ROW, utilities and environmental.

## STAFF RECOMMENDATION

MOVE to approve the Intergovernmental Agreement (IGA) with the Colorado Department of Transportation (CDOT) to obtain Stimulus Relief Funds in the amount of $200,000 to be used for the resurfacing of Baldwin Street and Rampart Range Road from US24 to Kelley's Road and direct the Mayor Pro Tem to execute the IGA.

# STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT
## Signature and Cover Page

| **State Agency**<br>Department of Transportation | | | **Agreement Routing Number**<br>22-HA2-XC-00226 |
|---|---|---|---|
| **Local Agency**<br>CITY OF WOODLAND PARK | | | **Agreement Effective Date**<br>The later of the effective date or October 12, 2021 |
| **Agreement Description**<br>WOODLAND PARK BALDWIN STREET/RAMPART RANGE ROAD | | | **Agreement Expiration Date**<br>October 11, 2031 |
| **Project #**<br>STM M381-022 (24550) | **Region #**<br>2 | **Contract Writer**<br>VJM | **Agreement Maximum Amount**<br>$200,000.00 |

## THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

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

| **LOCAL AGENCY**<br>CITY OF WOODLAND PARK | **STATE OF COLORADO**<br>Jared S. Polis, Governor<br>Department of Transportation<br>Shoshana M. Lew, Executive Director |
|---|---|
| ______________________________<br>Signature<br><br>______________________________<br>By: (Print Name and Title)<br><br>Date: ____________________ | ______________________________<br>Stephen Harelson, P.E., Chief Engineer<br><br>Date: ____________________ |
| 2nd State or Local Agency Signature if Needed<br><br>______________________________<br>Signature<br><br>______________________________<br>By: (Print Name and Title)<br><br>Date: ____________________ | **LEGAL REVIEW**<br>Philip J. Weiser, Attorney General<br><br>______________________________<br>Assistant Attorney General<br><br>______________________________<br>By: (Print Name and Title)<br><br>Date: ____________________ |

In accordance with §24-30-202 C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

**STATE CONTROLLER**
**Robert Jaros, CPA, MBA, JD**

By: ______________________________
Department of Transportation

Effective Date: ____________________

## TABLE OF CONTENTS



## 1. PARTIES

This Agreement is entered into by and between Local Agency named on the Signature and Cover Page for this Agreement (“Local Agency”), and the STATE OF COLORADO acting by and through the State agency named on the Signature and Cover Page for this Agreement (the “State” or “CDOT”). Local Agency and the State agree to the terms and conditions in this Agreement.

## 2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and Agreement Funds shall be expended within the dates shown in **Exhibit C** for each respective phase (“Phase Performance Period(s)”). The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Local Agency for any Work performed or expense incurred before 1) the Effective Date of this original Agreement; 2) before the encumbering document for the respective phase *and* the official

Notice to Proceed for the respective phase; or 3) after the Final Phase Performance End Date, as shown in **Exhibit C**. Additionally, the State shall have no obligation to pay Local Agency for any Work performed or expense incurred after the Agreement Expiration Date or after required billing deadline specified in **§7.B.i.e**., the expiration of Multimodal Transportation Options Funding ("MMOF") if applicable, whichever is sooner. The State's obligation to pay Agreement Funds exclusive of MMOF will continue until the Agreement Expiration Date. If Agreement Funds expire before the Agreement Expiration Date, then no payments will be made after expiration of Agreement Funds.

B. Initial Term

The Parties' respective performances under this Agreement shall commence on the Agreement Effective Date shown on the Signature and Cover Page for this Agreement and shall terminate on October 11, 2031 as shown on the Signature and Cover Page for this Agreement, unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. This subsection shall not apply to a termination of this Agreement by the State for breach by Local Agency, which shall be governed by **§14.A.i.**

i. Method and Content

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

ii. Obligations and Rights

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

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Local Agency an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Local Agency for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Local Agency which are directly attributable to the uncompleted portion of Local Agency's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Local Agency hereunder.

## 3. AUTHORITY

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

A. Federal Authority

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

B. State Authority

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

101(4)(c) and 43-2-104.5.

## 4. PURPOSE

The purpose of this Agreement is to disburse Federal funds to the Local Agency pursuant to CDOT's Stewardship Agreement with the FHWA.

## 5. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Agreement**" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

B. "**Agreement Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.

C. "**Award**" means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

D. "**Budget**" means the budget for the Work described in **Exhibit C**.

E. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.

F. "**Consultant**" means a professional engineer or designer hired by Local Agency to design the Work Product.

G. "**Contractor**" means the general construction contractor hired by Local Agency to construct the Work.

H. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.

I. "**Effective Date**" means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for this Agreement.

J. "**Evaluation**" means the process of examining Local Agency's Work and rating it based on criteria established in **§6, Exhibit A** and **Exhibit E**.

K. "**Exhibits**" means the following exhibits attached to this Agreement:
   i. **Exhibit A**, Statement of Work.
   ii. **Exhibit B,** Sample Option Letter.
   iii. **Exhibit C**, Funding Provisions
   iv. **Exhibit D**, Local Agency Resolution
   v. **Exhibit E**, Local Agency Contract Administration Checklist
   vi. **Exhibit F**, Certification for Federal-Aid Contracts
   vii. **Exhibit G**, Disadvantaged Business Enterprise
   viii. **Exhibit H**, Local Agency Procedures for Consultant Services
   ix. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts
   x. **Exhibit J**, Additional Federal Requirements
   xi. **Exhibit K**, The Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions
   xii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form
   xiii. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the "Uniform Guidance")

L. "**Federal Award**" means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

M. "**Federal Awarding Agency**" means a Federal agency providing a Federal Award to a Recipient.

N. "**FHWA**" means the Federal Highway Administration, which is one of the twelve administrations under the Office of the Secretary of Transportation at the U.S. Department of Transportation. FHWA provides stewardship over the construction, maintenance and preservation of the Nation's highways and tunnels. FHWA is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.

O "**Goods**" means any movable material acquired, produced, or delivered by Local Agency as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Local Agency in connection with the Services.

P. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

Q. "**Initial Term**" means the time period defined in **§2.B**

R. **"Multimodal Transportation Options Funding"** or **"MMOF"** means money transferred from the general fund to the fund pursuant to C.R.S. §§24-75-219 (5)(a)(III) and (5)(b)(III) and any other money that the general assembly may appropriate or transfer to the fund.

S. "**Notice to Proceed**" means the letter issued by the State to the Local Agency stating the date the Local Agency can begin work subject to the conditions of this Agreement.

T. "**OMB**" means the Executive Office of the President, Office of Management and Budget.

U. "**Oversight**" means the term as it is defined in the Stewardship Agreement between CDOT and the FHWA.

V. "**Party**" means the State or Local Agency, and "**Parties**" means both the State and Local Agency.

W. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S.

X. "**Recipient**" means the Colorado Department of Transportation (CDOT) for this Federal Award.

Y. "**Services**" means the services to be performed by Local Agency as set forth in this Agreement, and shall include any services to be rendered by Local Agency in connection with the Goods.

Z. **"State Confidential Information"** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA.

AA. **"State Fiscal Rules"** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a).

BB. **"State Fiscal Year"** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

CC. **"State Purchasing Director"** means the position described in the Colorado Procurement Code and its implementing regulations.

DD. **"State Records"** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

EE. "**Subcontractor**" means third-parties, if any, engaged by Local Agency to aid in performance of the Work.

FF. "**Subrecipient**" means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency.

GG. "**Uniform Guidance**" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB

Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.

HH. "**Work**" means the delivery of the Goods and performance of the Services in compliance with CDOT's Local Agency Manual described in this Agreement.

II. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

## 6. STATEMENT OF WORK

Local Agency shall complete the Work as described in this Agreement and in accordance with the provisions of **Exhibit A**, and the Local Agency Manual. The State shall have no liability to compensate Local Agency for the delivery of any Goods or the performance of any Services that are not specifically set forth in this Agreement.

Work may be divided into multiple phases that have separate periods of performance. The State may not compensate for Work that Local Agency performs outside of its designated phase performance period. The performance period of phases, including, but not limited to Design, Construction, Right of Way, Utilities, or Environment phases, are identified in **Exhibit C**. The State may unilaterally modify **Exhibit C** from time to time, at its sole discretion, to extend the period of performance for a phase of Work authorized under this Agreement. To exercise this phase performance period extension option, the State will provide written notice to Local Agency in a form substantially equivalent to **Exhibit B.** The State's unilateral extension of phase performance periods will not amend or alter in any way the funding provisions or any other terms specified in this Agreement, notwithstanding the options listed under **§7.E**

A. Local Agency Commitments

i. Design

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

a. Perform or provide the Plans to the extent required by the nature of the Work.

b. Prepare final design in accordance with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by the State.

c. Prepare provisions and estimates in accordance with the most current version of the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Local Agency specifications if approved by the State.

d. Include details of any required detours in the Plans in order to prevent any interference of the construction Work and to protect the traveling public.

e. Stamp the Plans as produced by a Colorado registered professional engineer.

f. Provide final assembly of Plans and all other necessary documents.

g. Ensure the Plans are accurate and complete.

h. Make no further changes in the Plans following the award of the construction contract to Contractor unless agreed to in writing by the Parties. The Plans shall be considered final when approved in writing by CDOT, and when final, they will be deemed incorporated herein.

ii. Local Agency Work

a. Local Agency shall comply with the requirements of the Americans With Disabilities Act (ADA) 42 U.S.C. § 12101, et. seq., and applicable federal regulations and standards as contained in the document "ADA Accessibility Requirements in CDOT Transportation Projects".

b. Local Agency shall afford the State ample opportunity to review the Plans and shall make any changes in the Plans that are directed by the State to comply with FHWA requirements.

c. Local Agency may enter into a contract with a Consultant to perform all or any portion of the Plans and/or construction administration. Provided, however, if federal-aid funds are involved in the cost of such Work to be done by such Consultant, such Consultant contract (and the performance provision of the Plans under the contract) must comply with all applicable requirements of 23 C.F.R. Part 172 and with any procedures implementing those requirements as provided by the State, including those in **Exhibit H**. If Local Agency enters into a contract with a Consultant for the Work:

1) Local Agency shall submit a certification that procurement of any Consultant contract complies with the requirements of 23 C.F.R. 172.5(1) prior to entering into such Consultant contract, subject to the State's approval. If not approved by the State, Local Agency shall not enter into such Consultant contract.

2) Local Agency shall ensure that all changes in the Consultant contract have prior approval by the State and FHWA and that they are in writing. Immediately after the Consultant contract has been awarded, one copy of the executed Consultant contract and any amendments shall be submitted to the State.

3) Local Agency shall require that all billings under the Consultant contract comply with the State's standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.

4) Local Agency (and any Consultant) shall comply with 23 C.F.R. 172.5(b) and (d) and use the CDOT procedures described in **Exhibit H** to administer the Consultant contract.

5) Local Agency may expedite any CDOT approval of its procurement process and/or Consultant contract by submitting a letter to CDOT from Local Agency's attorney/authorized representative certifying compliance with **Exhibit H** and 23 C.F.R. 172.5(b)and (d).

6) Local Agency shall ensure that the Consultant contract complies with the requirements of 49 CFR 18.36(i) and contains the following language verbatim:

(a) The design work under this Agreement shall be compatible with the requirements of the contract between Local Agency and the State (which is incorporated herein by this reference) for the design/construction of the project. The State is an intended third-party beneficiary of this agreement for that purpose.

(b) Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project.

(c) The consultant shall review the construction Contractor's shop drawings for conformance with the contract documents and compliance with the provisions of the State's publication, Standard Specifications for Road and Bridge Construction, in connection with this work.

(d) The State, in its sole discretion, may review construction plans, special provisions and estimates and may require Local Agency to make such changes therein as the State determines necessary to comply with State and FHWA requirements.

iii. Construction

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

a. The State may, after providing written notice of the reason for the suspension to Local Agency, suspend the Work, wholly or in part, due to the failure of Local Agency or its Contractor to correct conditions which are unsafe for workers or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the State to be in the public interest.

b. Local Agency shall be responsible for the following:

1) Appointing a qualified professional engineer, licensed in the State of Colorado, as Local Agency Project Engineer (LAPE), to perform engineering administration. The LAPE shall administer the Work in accordance with this Agreement, the requirements of the construction contract and applicable State procedures, as defined in the CDOT Local Agency Manual (https://www.codot.gov/business/designsupport/bulletins_manuals/2006-local-agency-manual).

2) For the construction Services, advertising the call for bids, following its approval by the State, and awarding the construction contract(s) to the lowest responsible bidder(s).

(a) All Local Agency's advertising and bid awards pursuant to this Agreement shall comply with applicable requirements of 23 U.S.C. §112 and 23 C.F.R. Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that Local Agency and its Contractor(s) incorporate Form 1273 (Exhibit I) in its entirety, verbatim, into any subcontract(s) for Services as terms and conditions thereof, as required by 23 C.F.R. 633.102(e).

(b) Local Agency may accept or reject the proposal of the apparent low bidder for Work on which competitive bids have been received. Local Agency must accept or reject such bids within 3 working days after they are publicly opened.

(c) If Local Agency accepts bids and makes awards that exceed the amount of available Agreement Funds, Local Agency shall provide the additional funds necessary to complete the Work or not award such bids.

(d) The requirements of §6.A.iii.b.2 also apply to any advertising and bid awards made by the State.

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

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

a. If Local Agency purchases a ROW for a State highway, including areas of influence, Local Agency shall convey the ROW to CDOT promptly upon the completion of the project/construction.

b. Any acquisition/relocation activities shall comply with all applicable federal and State statutes and regulations, including but not limited to, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, as amended (49 C.F.R. Part 24), CDOT's Right of Way Manual, and CDOT's Policy and Procedural Directives.

c. The Parties' respective responsibilities for ensuring compliance with acquisition, relocation and incidentals depend on the level of federal participation as detailed in CDOT's Right of Way Manual (located at http://www.codot.gov/business/manuals/right-of-way); however, the State always retains oversight responsibilities.

d. The Parties' respective responsibilities at each level of federal participation in CDOT's Right of Way Manual, and the State's reimbursement of Local Agency costs will be determined pursuant the following categories:

1) Right of way acquisition (3111) for federal participation and non-participation;
2) Relocation activities, if applicable (3109);
3) Right of way incidentals, if applicable (expenses incidental to acquisition/relocation of right of way – 3114).

v. Utilities

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

vi. Railroads

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

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

vii. Environmental Obligations

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

viii. Maintenance Obligations

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

ix. Monitoring Obligations

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

B. State's Commitments

i. The State will perform a final project inspection of the Work as a quality control/assurance activity. When all Work has been satisfactorily completed, the State will sign the FHWA Form 1212.

ii. Notwithstanding any consents or approvals given by the State for the Plans, the State shall not be liable or responsible in any manner for the structural design, details or construction of any Work constituting major structures designed by, or that are the responsibility of, Local Agency, as identified in **Exhibit E**.

## 7. PAYMENTS

A. Maximum Amount

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

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Local Agency in the amounts and in accordance with conditions set forth in **Exhibit C**.

b. Local Agency shall initiate payment requests by invoice to the State, in a form and manner approved by the State.

c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Local Agency and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Local Agency shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.

e. If a project is funded in part by the State with MMOF there is an expiration date for the funds. The expiration date applies to grants and local funds used to match grants. In order to receive payment from the State or credit for the match, Work must be completed prior to the expiration date of funding and invoiced in compliance with C.R.S. §§24-75-102(a) and 24-30-202(11). Billing for this work must be submitted 30 days prior to the end of the State Fiscal Year which is June 30th.

ii. Interest

Amounts not paid by the State within 45 days after the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 46th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Local Agency shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days interest to be paid and the interest rate.

iii. Payment Disputes

If Local Agency disputes any calculation, determination, or amount of any payment, Local Agency shall notify the State in writing of its dispute within 30 days following the earlier to occur of Local Agency's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Local Agency and may make changes to its determination based on this review. The calculation, determination, or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

a. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Local Agency beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Agreement Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Agreement Funds, the State's obligation to pay Local Agency shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Agreement Funds, and the State's liability for such payments shall be limited to the amount remaining of such Agreement Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.C**.

b. If the agreement funds are terminated, the State can terminate the contract early. Payment due for work done to the date of termination will be processed in a manner consistent with **§2.C**.

v. Erroneous Payments

The State may recover, at the State's discretion, payments made to Local Agency in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Local Agency. The State may recover such payments by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Local Agency, or by any other appropriate method for collecting debts owed to the State. The close out of a Federal Award does not affect the right of FHWA or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period (as defined below in **§9.A**.).

C. Matching Funds

Local Agency shall provide matching funds as provided in **§7.A**. and **Exhibit C**. Local Agency shall have raised the full amount of matching funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Local Agency's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Local Agency and paid into Local Agency's treasury. Local Agency represents to the State that the amount designated "Local Agency Matching Funds" in **Exhibit C** has been legally appropriated for the purpose of this Agreement by its authorized representatives and paid into its treasury. Local Agency may evidence such obligation by an appropriate ordinance/resolution or other authority letter expressly authorizing Local Agency to enter into this Agreement and to expend its match share of the Work. A copy of any such ordinance/resolution or authority letter is attached hereto as **Exhibit D**. Local Agency does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Local Agency. Local Agency shall not pay or be liable for any claimed interest, late charges, fees, taxes, or penalties of any nature, except as required by Local Agency's laws or policies.

D. Reimbursement of Local Agency Costs

The State shall reimburse Local Agency's allowable costs, not exceeding the maximum total amount described in **Exhibit C** and **§7**. The applicable principles described in 2 C.F.R. Part 200 shall govern the State's obligation to reimburse all costs incurred by Local Agency and submitted to the State for reimbursement hereunder, and Local Agency shall comply with all such principles. The State shall reimburse Local Agency for the federal-aid share of properly documented costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and **Exhibit C**. Local Agency costs for Work performed prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. Local Agency costs for Work performed after any Performance Period End Date for a respective phase of the Work, is not reimbursable. Allowable costs shall be:

i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided.

ii. Actual net cost to Local Agency (i.e. the price paid minus any items of value received by Local Agency that reduce the cost actually incurred).

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

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

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

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

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

The State may require or permit Local Agency to transfer Agreement Funds from one Work phase (Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous) to another phase as a result of changes to State, federal, and local match funding. In such case, the original funding exhibit (**Exhibit C**) will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. The Agreement Funds transferred from one Work phase to another are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a fully executed Option Letter to Local Agency within thirty (30) days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iii. Option to Exercise Options i and ii.

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

iv. Option to Update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. The State may update any information contained in **Exhibit C**, Sections 2 and 4 of the Table, and sub-sections B and C of the **Exhibit C**.

F. Accounting

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

i. Local Agency Performing the Work

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

ii. Local Agency-Checks or Draws

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

iii. State-Administrative Services

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

iv. Local Agency-Invoices

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

v. Invoicing Within 60 Days

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

vi. Risk Assessment & Monitoring

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

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

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

G. Close Out

Local Agency shall close out this Award within 90 days after the Final Phase Performance End Date. Close out requires Local Agency's submission to the State of all deliverables defined in this Agreement, and Local Agency's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If FHWA has not closed this Federal Award within 1 year and 90 days after the Final Phase Performance End Date due to Local Agency's failure to submit required documentation, then Local Agency may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

**8. REPORTING - NOTIFICATION**

A. Quarterly Reports

In addition to any reports required pursuant to **§19** or pursuant to any exhibit, for any contract having a term longer than 3 months, Local Agency shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five (5) Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Local Agency is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Local Agency's ability to perform its obligations under this Agreement, Local Agency shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified in **§16**.

C. Performance and Final Status

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

D. Violations Reporting

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

**9. LOCAL AGENCY RECORDS**

A. Maintenance

Local Agency shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Local Agency shall maintain such records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Local Agency in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Local Agency shall permit the State to audit, inspect, examine, excerpt, copy, and transcribe Local Agency Records during the Record Retention Period. Local Agency shall make Local Agency Records available during normal business hours at Local Agency's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than 2 Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Local Agency's performance of its obligations under this Agreement using procedures as determined by the State. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work.

D. Final Audit Report

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

**10. CONFIDENTIAL INFORMATION-STATE RECORDS**

A. Confidentiality

Local Agency shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Local Agency for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Local Agency under CORA. Local Agency shall not, without prior written approval of the State, use for Local Agency's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Agreement. Local Agency shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Local Agency may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Local Agency shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Agreement, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Local Agency shall provide copies of those signed nondisclosure agreements to the State upon request.

C. Use, Security, and Retention

Local Agency shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Local Agency shall provide the State with access, subject to Local Agency's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Local Agency shall return State Records provided to Local Agency or destroy such State Records and certify to the State that it has done so, as directed by the State. If Local Agency is prevented by law or regulation from returning or destroying State Confidential Information, Local Agency warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Local Agency becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Local Agency can establish that none of Local Agency or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Local Agency shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Local Agency shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

**11. CONFLICTS OF INTEREST**

A. Actual Conflicts of Interest

Local Agency shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Local Agency under this Agreement. Such a conflict of interest would arise when a Local Agency or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement. Officers, employees and agents of Local Agency may neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts.

B. Apparent Conflicts of Interest

Local Agency acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Local Agency shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Local Agency's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Local Agency is uncertain whether a conflict or the appearance of a conflict has arisen, Local Agency shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

**12. INSURANCE**

Local Agency shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies with an AM Best rating of A-VIII or better.

A. Local Agency Insurance

Local Agency is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA") and shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Subcontractor Requirements

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

i. Workers' Compensation

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

ii. General Liability

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

a. $1,000,000 each occurrence;

b. $1,000,000 general aggregate;

c. $1,000,000 products and completed operations aggregate; and

d. $50,000 any 1 fire.

iii. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

iv. Protected Information

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

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

b. $2,000,000 general aggregate.

v. Professional Liability Insurance

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

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

b. $1,000,000 general aggregate.

vi. Crime Insurance

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

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

b. $1,000,000 general aggregate.

C. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Local Agency and Subcontractors. In the event of cancellation of any commercial general liability policy, the carrier shall provide at least 10 days prior written notice to CDOT.

D. Primacy of Coverage

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

E. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Local Agency and Local Agency shall forward such notice to the State in accordance with **§16** within 7 days of Local Agency's receipt of such notice.

F. Subrogation Waiver

All commercial insurance policies secured or maintained by Local Agency or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Local Agency or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

G. Certificates

For each commercial insurance plan provided by Local Agency under this Agreement, Local Agency shall provide to the State certificates evidencing Local Agency's insurance coverage required in this Agreement within 7 Business Days following the Effective Date. Local Agency shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within 7 Business Days following the Effective Date, except that, if Local Agency's subcontract is not in effect as of the Effective

Date, Local Agency shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within 7 Business Days following Local Agency's execution of the subcontract. No later than 15 days before the expiration date of Local Agency's or any Subcontractor's coverage, Local Agency shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Local Agency shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this **§12**.

**13. BREACH**

A. Defined

The failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner, shall be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Local Agency, or the appointment of a receiver or similar officer for Local Agency or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§14** for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in the Agreement in order to protect the public interest of the State.

**14. REMEDIES**

A. State's Remedies

If Local Agency is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§13.B,** shall have all of the remedies listed in this **§14.A.** in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Local Agency's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Local Agency shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Local Agency shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Local Agency shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Local Agency shall assign to the State all of Local Agency's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Local Agency shall take timely, reasonable and necessary action to protect and preserve property in the possession of Local Agency but in which the State has an interest. At the State's request, Local Agency shall return materials owned by the State in Local Agency's possession at the time of any termination. Local Agency shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Local Agency for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Local Agency was not in breach or that Local Agency's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.C**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Local Agency shall remain liable to the State for any damages sustained by the State in connection with any breach by Local Agency, and the State may withhold payment to Local Agency for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Local Agency is determined. The State may withhold any amount that may be due Local Agency as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Local Agency's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Local Agency to an adjustment in price or cost or an adjustment in the performance schedule. Local Agency shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Local Agency after the suspension of performance.

b. Withhold Payment

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

c. Deny Payment

Deny payment for Work not performed, or that due to Local Agency's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal from the Work of any of Local Agency's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes a patent, copyright, trademark, trade secret, or other intellectual property right, Local Agency shall, as approved by the State **(a)** secure that right to use such Work for the State or Local Agency; **(b)** replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, **(c)** remove any infringing Work and refund the amount paid for such Work to the State.

B. Local Agency's Remedies

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

**15. DISPUTE RESOLUTION**

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Local Agency for resolution.

B. Resolution of Controversies

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

## 16. NOTICES AND REPRESENTATIVES

Each individual identified below shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered **(i)** by hand with receipt required, **(ii)** by certified or registered mail to such Party’s principal representative at the address set forth below or **(iii)** as an email with read receipt requested to the principal representative at the email address, if any, set forth below. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party’s principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§16** without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

**For the State**

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|---|
| Colorado Department of Transportation (CDOT) |
| Matt Pettit, Local Agency Coordinator |
| CDOT Region 2 |
| 5615 Wills Blvd. |
| Pueblo, CO 81008 |
| 719-248-0378 |
| matthew.pettit@state.co.us |

**For the Local Agency**

| |
|---|
| City of Woodland Park |
| Kip Wiley, Deputy City Manager/Public Works and Utilities Dir |
| PO Box 9007 |
| Woodland Park, CO 80866 |
| 719-687-5212 |
| kwiley@city-woodlandpark.org |

## 17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Local Agency is under contract with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire.

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Local Agency hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Local Agency cannot make any of the assignments required by this section, Local Agency hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Local Agency grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Local Agency that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives, or other documents, drawings, models, materials, data, and information shall be the exclusive property of the State (collectively, "State Materials"). Local Agency shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Local Agency's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Local Agency shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

## 18. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S.

## 19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Local Agency under this Agreement is $100,000 or greater, either on the Effective Date or at anytime thereafter, this **§19** shall apply. Local Agency agrees to be governed by and comply with the provisions of §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Local Agency's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

## 20. GENERAL PROVISIONS

A. Assignment

Local Agency's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Local Agency's rights and obligations approved by the State shall be subject to the provisions of this Agreement

B. Subcontracts

Local Agency shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Local Agency shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Local Agency in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

C. Binding Effect

Except as otherwise provided in **§20.A.** all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Jurisdiction and Venue

All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than contract amendments, shall conform to the policies promulgated by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. Order of Precedence

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

i. Colorado Special Provisions in the main body of this Agreement.
ii. The provisions of the other sections of the main body of this Agreement.
iii **Exhibit A**, Statement of Work.
iv. **Exhibit D**, Local Agency Resolution.
v. **Exhibit C**, Funding Provisions.
vi. **Exhibit B**, Sample Option Letter.
vii. **Exhibit E**, Local Agency Contract Administration Checklist.
viii. Other exhibits in descending order of their attachment.

L. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of the Agreement.

M. Survival of Certain Agreement Terms

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

N. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§20.C,** this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

O. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

P. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-103.5-101 C.R.S., if any, are subject to public release through the CORA.

Q. Standard and Manner of Performance

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

R. Licenses, Permits, and Other Authorizations.

Local Agency shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

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

These Special Provisions apply to all contracts except where noted in italics.

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

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

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

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

### C. GOVERNMENTAL IMMUNITY.

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

### D. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State.

Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

**E. COMPLIANCE WITH LAW.**

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

**F. CHOICE OF LAW, JURISDICTION, AND VENUE.**

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

**G. PROHIBITED TERMS.**

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

**H. SOFTWARE PIRACY PROHIBITION.**

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

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

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

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

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

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

***[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]*** Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor **(i)** shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Contract is being performed, **(ii)** shall notify the Subcontractor and the contracting State agency or institution of higher education within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

**L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq*., C.R.S.**

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Contractor **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of §§24-76.5-101, *et seq*., C.R.S., and **(iii)** has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.

Revised 11-1-18

**22. FEDERAL REQUIREMENTS**

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

**23. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

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

**24. DISPUTES**

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

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

# EXHIBIT A
# STATEMENT OF WORK

## Woodland Park Baldwin St/Rampart Range Rd STM M381-022 (24550)

## General Description

The project is described as a mill & overlay of an approximately 1¼ mile asphalt segment of Baldwin Street and Rampart Range Road in Woodland Park, Colorado.

1. **Definitions** N/A

2. **Personnel**

   **2.1. Responsible Administrator**

   The Local Agency's performance hereunder shall be under the direct supervision of the project manager identified in §16 of the Agreement.

   **2.2. Replacement**

   The Local Agency shall immediately notify the State if any key personnel cease to serve and seek its approval. Such notice shall specify why the change is necessary, who the proposed replacement is, what their qualifications are, and when the change would take effect. Anytime key personnel cease to serve, the State, in its sole discretion, may direct the Local Agency to suspend performance on the Work until such time as their replacements are approved. All notices sent under this subsection shall be sent in accordance with §16 of the Agreement.

3. **Administrative Requirements**

   At all times from the effective date of this Agreement until completion of the Work, the Local Agency shall maintain properly segregated books of State Agreement funds, matching funds, and other funds associated with the Work. All receipts and expenditures associated with said Work shall be documented in a detailed and specific manner, and shall accord with the Work Budget set forth herein.

4. **Monitoring**

   The State shall monitor this Work on an as-needed basis. The State may choose to audit the business activities performed under this Agreement. The Local Agency shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Agreement. Such books and records shall contain documentation of the participant's pertinent activity under this Agreement in a form consistent with good accounting practice.

# EXHIBIT B

## SAMPLE IGA OPTION LETTER

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

Vendor Name: ______________________________________________

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

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

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

Option to unilaterally extend the performance of this Agreement and/or update a Work Phase Performance Period.

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

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

**Option C**
In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to 1) release the Local Agency to begin a phase; 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from phases based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

**Option D**
In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option extend the performance of this Agreement and/or update a Work Phase Performance Period.

The total encumbrance as a result of this option and all previous options and/or amendments is now $0.00, as referenced in **Exhibit C-1**. The total budgeted funds to satisfy services/goods ordered under the Agreement remains the same: as referenced in **Exhibit C-1**.

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

**STATE OF COLORADO**
**Jared S. Polis**
**Department of Transportation**

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

Date: ________________________________________

**ALL AGREEMENTS MUST BE APPROVED BY THE STATE CONTROLLER**

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

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

By: ____________________________________
Colorado Department of Transportation

Date:________________________________

# EXHIBIT C
## FUNDING PROVISIONS

**EXHIBIT C – FUNDING PROVISIONS** **STM M381-022 (24550)**

**A. Cost of Work Estimate**

The Local Agency has estimated the total cost the Work to be $200,000.00, which is to be funded as follows:

| | | |
|---|---|---|
| **1.** | **BUDGETED FUNDS** | |
| a. | Federal Funds (100.00% of Participating Costs) | $200,000.00 |
| b. | Local Agency Matching Funds (0.00% of Participating Costs) | $0.00 |
| | **TOTAL BUDGETED FUNDS** | $200,000.00 |
| **2.** | **OMB UNIFORM GUIDANCE** | |
| a. | Federal Award Identification Number (FAIN): | TBD |
| b. | Federal Award Date (also Phase Performance Start Date): | See Below |
| c. | Amount of Federal Funds Obligated: | $0.00 |
| d. | Total Amount of Federal Award: | $200,000.00 |
| e. | Name of Federal Awarding Agency: | FHWA |
| f. | CFDA # Highway Planning and Construction | CFDA 20.205 |
| g. | Is the Award for R&D? | No |
| h. | Indirect Cost Rate (if applicable) | N/A |
| **3.** | **ESTIMATED PAYMENT TO LOCAL AGENCY** | |
| a. | Federal Funds Budgeted | $200,000.00 |
| b. | Less Estimated Federal Share of CDOT-Incurred Costs | $0.00 |
| | **TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY** | $200,000.00 |
| **4.** | **FOR CDOT ENCUMBRANCE PURPOSES** | |
| a. | Total Encumbrance Amount | $200,000.00 |
| b. | Less ROW Acquisition 3111 and/or ROW Relocation 3109 | $0.00 |
| | Net to be encumbered as follows: | $200,000.00 |

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

| WBS Element | Performance Period Start*/End Date | Misc. | | |
|---|---|---|---|---|
| WBS Element 24550.10.50 | **Performance Period Start*/End Date** TBD/TBD | Misc. | 3404 | $0.00 |

***The Local Agency should not begin work until all three of the following are in place: 1) Phase Performance Period Start Date; 2) the execution of the document encumbering funds for the respective phase; and 3) Local Agency receipt of the official Notice to Proceed. Any work performed before these three milestones are achieved will not be reimbursable.**

**B. Matching Funds**

The matching ratio for the federal participating funds for this Work is 100.00% federal-aid funds to 0.00% Local Agency funds, it being understood that such ratio applies only to the $200,000.00 that is eligible for federal participation, it being further understood that all non-participating costs are borne by the Local Agency at 100%. If the total participating cost of performance of the Work exceeds $200,000.00, and additional federal funds are made available for the Work, the Local Agency shall pay 0.00% of all such costs eligible for federal participation and 100% of all non-participating costs; if additional federal funds are not made available, the Local Agency shall pay all such excess costs. If the total participating cost of performance of the Work is less than $200,000.00, then the amounts of Local Agency and federal-aid funds will be decreased in accordance with the funding ratio described herein. The performance of the Work shall be at no cost to the State.

**C. Maximum Amount Payable**

The maximum amount payable to the Local Agency under this Agreement shall be $200,000.00 (for CDOT accounting purposes, the federal funds of $200,000.00 and the Local Agency matching funds of $0.00 will be encumbered for a total encumbrance of $200,000.00), unless such amount is increased by an appropriate written modification to this Agreement executed before any increased cost is incurred. It is understood and agreed by the parties hereto that the total cost of the Work stated hereinbefore is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that such cost is subject to revisions (in accord with the procedure in the previous sentence) agreeable to the parties prior to bid and award.

The maximum amount payable shall be reduced without amendment when the actual amount of the Local Agency's awarded contract is less than the budgeted total of the federal participating funds and the Local Agency matching funds. The maximum amount payable shall be reduced through the execution of an Option Letter as described in Section 7. E. of this contract.

**D. Single Audit Act Amendment**

All state and local government and non-profit organizations receiving $750,000 or more from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of 2 CFR part 200, subpart F (Audit Requirements) see also, 49 C.F.R. 18.20 through 18.26. The Single Audit Act Amendment requirements applicable to the Local Agency receiving federal funds are as follows:

i. **Expenditure less than $750,000**
If the Local Agency expends less than $750,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

ii. **Expenditure of $750,000 or more-Highway Funds Only**
If the Local Agency expends $750,000 or more, in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the "financial" procedures and processes for this program area.

iii. **Expenditure of $750,000 or more-Multiple Funding Sources**
If the Local Agency expends $750,000 or more in Federal funds, and the Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.

iv. **Independent CPA**
Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.

# EXHIBIT D

## LOCAL AGENCY RESOLUTION (IF APPLICABLE)

# EXHIBIT E - LOCAL AGENCY AGREEMENT ADMINISTRATION CHECKLIST

COLORADO DEPARTMENT OF TRANSPORTATION

## LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST

| Project No. | STIP No. | Project Code | Region |
|---|---|---|---|
| STM M381-022 | TBD | 24550 | 2 |

| Project Location | Date |
|---|---|
| City of Woodland Park - Baldwin Street from US24 to Lake Ave. and a portion of Rampart Range Road from Lake Ave. to Kelley's Road | Sept. 20, 2021 |

Project Description
Mill and overlay of appox 1.25 miles of asphalt surface collector street

| Local Agency | Local Agency Project Manager |
|---|---|
| City of Woodland Park | Kip Wiley - Public Works and Utilities Director |
| CDOT Resident Engineer<br>Lachelle Davis | CDOT Project Manager<br>Matthew Pettit |

**INSTRUCTIONS:**
This checklist shall be utilized to establish the contract administration responsibilities of the individual parties to this agreement. The checklist becomes an attachment to the Local Agency agreement. Section numbers correspond to the applicable chapters of the *CDOT Local Agency Manual*.

The checklist shall be prepared by placing an "X" under the responsible party, opposite each of the tasks. The "X" denotes the party responsible for initiating and executing the task. Only one responsible party should be selected. When neither CDOT nor the Local Agency is responsible for a task, not applicable (NA) shall be noted. In addition, a "#" will denote that CDOT must concur or approve.

Tasks that will be performed by Headquarters staff will be indicated. The Regions, in accordance with established policies and procedures, will determine who will perform all other tasks that are the responsibility of CDOT.

The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Local Agency Project Manager, and submitted to the Region Program Engineer. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Local Agency Project Manager, will prepare and distribute a revised checklist.

Note:
Failure to comply with applicable Federal and State requirements may result in the loss of Federal or State participation in funding.

| NO. | DESCRIPTION OF TASK | RESPONSIBLE PARTY LA | RESPONSIBLE PARTY CDOT |
|---|---|---|---|
| | **TIP / STIP AND LONG-RANGE PLANS** | | |
| 2.1 | Review Project to ensure it is consistent with STIP and amendments thereto | | X |
| | **FEDERAL FUNDING OBLIGATION AND AUTHORIZATION** | | |
| 4.1 | Authorize funding by phases (CDOT Form 418 - Federal-aid Program Data. Requires FHWA concurrence/involvement) | | X |
| | **PROJECT DEVELOPMENT** | | |
| 5.1 | Prepare Design Data - CDOT Form 463 | | X |
| 5.2 | Prepare Local Agency/CDOT Inter-Governmental Agreement (see also Chapter 3) | | X |
| 5.3 | Conduct Consultant Selection/Execute Consultant Agreement | | |
| | • Project Development | X | # |
| | • Construction Contract Administration (including Fabrication Inspection Services) | X | # |
| 5.4 | Conduct Design Scoping Review Meeting | X | |
| 5.5 | Conduct Public Involvement | X | |
| 5.6 | Conduct Field Inspection Review (FIR) | X | |
| 5.7 | Conduct Environmental Processes (may require FHWA concurrence/involvement) | X | # |
| 5.8 | Acquire Right-of-Way (may require FHWA concurrence/involvement) | X | # |
| 5.9 | Obtain Utility and Railroad Agreements | X | # |

| NO. | DESCRIPTION OF TASK | RESPONSIBLE PARTY LA | CDOT |
|---|---|---|---|
| 5.10 | Conduct Final Office Review (FOR) | X | |
| 5.11 | Justify Force Account Work by the Local Agency | X | # |
| 5.12 | Justify Proprietary, Sole Source, or Local Agency Furnished Items | X | # |
| 5.13 | Document Design Exceptions - CDOT Form 464 | X | # |
| 5.14 | Prepare Plans, Specifications, Construction Cost Estimates and Submittals | X | |
| 5.15 | Ensure Authorization of Funds for Construction | | X |
| **PROJECT DEVELOPMENT CIVIL RIGHTS AND LABOR COMPLIANCE** | | | |
| 6.1 | Set Disadvantaged Business Enterprise (DBE) Goals for Consultant and Construction Contracts (CDOT Region EEO/Civil Rights Specialist). | | X |
| 6.2 | Determine Applicability of Davis-Bacon Act<br>This project ☐ is X is not exempt from Davis-Bacon requirements as determined by the functional classification of the project location (Projects located on local roads and rural minor collectors may be exempt.)<br><br>Lachelle Davis 719-562-5516<br>CDOT Resident Engineer (Signature on File) Date | | X |
| 6.3 | Set On-the-Job Training Goals (CDOT Region EEO/Civil Rights Specialist) | | X |
| 6.4 | Title VI Assurances | X | # |
| | Ensure the correct Federal Wage Decision, all required Disadvantaged Business Enterprise/On-the-Job Training special provisions and FHWA Form 1273 are included in the Contract (CDOT Resident Engineer) | | X |
| **ADVERTISE, BID AND AWARD of CONSTRUCTION PROJECTS** | | | |
| 7.1 | Obtain Approval for Advertisement Period of Less Than Three Weeks | X | |
| 7.2 | Advertise for Bids | X | |
| 7.3 | Distribute “Advertisement Set” of Plans and Specifications | X | |
| 7.4 | Review Worksite and Plan Details with Prospective Bidders While Project Is Under Advertisement | X | |
| 7.5 | Open Bids | X | |
| 7.6 | Process Bids for Compliance | X | |
| | Check CDOT Form 1415 – Commitment Confirmation when the low bidder meets DBE goals | | X |
| | Evaluate CDOT Form 1416 - Good Faith Effort Report and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals | | X |
| | Submit required documentation for CDOT award concurrence | X | # |
| 7.7 | Concurrence from CDOT to Award | | X |
| 7.8 | Approve Rejection of Low Bidder | | X |
| 7.9 | Award Contract | X | # |
| 7.10 | Provide “Award” and “Record” Sets of Plans and Specifications | X | |
| **CONSTRUCTION MANAGEMENT** | | | |
| 8.1 | Issue Notice to Proceed to the Contractor | X | |
| 8.2 | Project Safety | X | |
| 8.3 | Conduct Conferences: | | |
| | Pre-Construction Conference (Appendix B)<br>• Fabrication Inspection Notifications | X | |
| | Pre-survey<br>• Construction staking<br>• Monumentation | X<br>X | |
| | Partnering (Optional) | X | # |
| | Structural Concrete Pre-Pour (Agenda is in *CDOT Construction Manual)* | X | |
| | Concrete Pavement Pre-Paving (Agenda is in *CDOT Construction Manual)* | X | |
| | HMA Pre-Paving (Agenda is in *CDOT Construction Manual)* | X | |
| 8.4 | Develop and distribute Public Notice of Planned Construction to media and local residents | X | |

Previous editions are obsolete and may not be used.

| NO. | DESCRIPTION OF TASK | RESPONSIBLE PARTY LA | CDOT |
|---|---|---|---|
| 8.5 | Supervise Construction | | |
| | A Professional Engineer (PE) registered in Colorado, who will be "in responsible charge of construction supervision."<br>Sally Riley 719-687-5283<br>Local Agency Professional Engineer Phone number | X | |
| | Provide competent, experienced staff who will ensure the Contract work is constructed in accordance with the plans and specifications | X | |
| | Construction inspection and documentation | X | |
| | Fabrication Inspection and documentation | X | |
| 8.6 | Approve Shop Drawings | X | # |
| 8.7 | Perform Traffic Control Inspections | X | |
| 8.8 | Perform Construction Surveying | X | |
| 8.9 | Monument Right-of-Way | X | |
| 8.10 | Prepare and Approve Interim and Final Contractor Pay Estimates. Collect and review CDOT Form 1418 (or equivalent)<br><br>Provide the name and phone number of the person authorized for this task.<br><br>Kip Wiley 719.687.5212<br>Local Agency Representative Phone number | X | |
| 8.11 | Prepare and Approve Interim and Final Utility and Railroad Billings | X | |
| 8.12 | Prepare and Authorize Change Orders | X | # |
| 8.13 | Submit Change Order Package to CDOT | X | |
| 8.14 | Prepare Local Agency Reimbursement Requests | X | |
| 8.15 | Monitor Project Financial Status | X | # |
| 8.16 | Prepare and Submit Monthly Progress Reports | X | |
| 8.17 | Resolve Contractor Claims and Disputes | X | # |
| 8.18 | Conduct Routine and Random Project Reviews<br><br>Provide the name and phone number of the person responsible for this task.<br><br>Lachelle Davis 719-562-5516<br>CDOT Resident Engineer Phone number | | X |
| 8.19 | Ongoing Oversight of DBE Participation | X | |
| **MATERIALS** | | | |
| 9.1 | Discuss Materials at Pre-Construction Meeting<br>• Buy America documentation required **prior to** installation of steel | X | |
| 9.2 | Complete CDOT Form 250 - Materials Documentation Record<br>• Generate form, which includes determining the minimum number of required tests and applicable material submittals for all materials placed on the project<br>• Update the form as work progresses<br>• Complete and distribute form after work is completed | <br><br><br>X<br>X | <br>X |
| 9.3 | Perform Project Acceptance Samples and Tests | X | |
| 9.4 | Perform Laboratory Verification Tests | X | |
| 9.5 | Accept Manufactured Products<br><br>Inspection of structural components:<br>• Fabrication of structural steel and pre-stressed concrete structural components<br>• Bridge modular expansion devices (0" to 6" or greater)<br>• Fabrication of bearing devices | X<br><br><br>X<br>X<br>X | #<br><br><br># |
| 9.6 | Approve Sources of Materials | X | |
| 9.7 | Independent Assurance Testing (IAT), Local Agency Procedures ☐ CDOT Procedures X<br>• Generate IAT schedule<br>• Schedule and provide notification<br>• Conduct IAT | | <br>X<br>X<br>X |

Previous editions are obsolete and may not be used.

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

cc: CDOT Resident Engineer/Project Manager
CDOT Region Program Engineer
CDOT Region EEO/Civil Rights Specialist
CDOT Region Materials Engineer
CDOT Contracts and Market Analysis Branch
Local Agency Project Manager

Previous editions are obsolete and may not be used.

# <u>EXHIBIT F</u>

## CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

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

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

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

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

# EXHIBIT G
## DISADVANTAGED BUSINESS ENTERPRISE

SECTION 1. Policy.

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

SECTION 2. DBE Obligation.

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

SECTION 3 DBE Program.

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

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

Programs Office

Colorado Department of Transportation 2829 West Howard Place

Denver, Colorado 80204

Phone: (303) 757-9007

REVISED 1/22/98 REQUIRED BY 49 CFR PART 26

# EXHIBIT H

## LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES

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

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

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

1. The contracting Local Agency shall document the need for obtaining professional services.

2. Prior to solicitation for consultant services, the contracting Local Agency shall develop a detailed scope of work and a list of evaluation factors and their relative importance. The evaluation factors are those identified in C.R.S. 24-30-1403. Also, a detailed cost estimate should be prepared for use during negotiations.

3. The contracting agency must advertise for contracts in conformity with the requirements of C.R.S. 24-30-1405. The public notice period, when such notice is required, is a minimum of 15 days prior to the selection of the three most qualified firms and the advertising should be done in one or more daily newspapers of general circulation.

4. The Local Agency shall not advertise any federal aid contract without prior review by the CDOT Regional Civil Rights Office (RCRO) to determine whether the contract shall be subject to a DBE contract goal. If the RCRO determines a goal is necessary, then the Local Agency shall include the goal and the applicable provisions within the advertisement. The Local Agency shall not award a contract to any Contractor or Consultant without the confirmation by the CDOT Civil Rights and Business Resource Center that the Contractor or Consultant has demonstrated good faith efforts. The Local Agency shall work with the CDOT RCRO to ensure compliance with the established terms during the performance of the contract.

5. The Local Agency shall require that all contractors pay subcontractors for satisfactory performance of work no later than 30 days after the receipt of payment for that work from the contractor. For construction projects, this time period shall be reduced to seven days in accordance with Colorado Revised Statute 24-91-103(2). If the Local Agency withholds retainage from contractors and/or allows contractors to withhold retainage from subcontractors, such retainage provisions must comply with 49 CFR 26.29.

6. Payments to all Subconsultants shall be made within thirty days of receipt of payment from [the Local Agency] or no later than ninety days from the date of the submission of a complete invoice from the Subconsultant, whichever occurs first. If the Consultant has good cause to dispute an amount invoiced by a Subconsultant, the Consultant shall notify [the Local Agency] no later than the required date for payment. Such notification shall include the amount disputed and justification for the withholding. The Consultant shall maintain records of payment that show amounts paid to all Subconsultants. Good cause does not include the Consultant's failure to submit an invoice to the Local Agency or to deposit payments made.

7. The analysis and selection of the consultants shall be done in accordance with CRS §24-30-1403. This section of the regulation identifies the criteria to be used in the evaluation of CDOT pre-qualified prime consultants and their team. It also shows which criteria are used to short-list and to make a final selection.

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

a. Qualifications,

b. Approach to the Work,

c. Ability to furnish professional services.

d. Anticipated design concepts, and

e. Alternative methods of approach for furnishing the professional services. Evaluation factors for final selection are the consultant's:

a. Abilities of their personnel,

b. Past performance,

c. Willingness to meet the time and budget requirement,

d. Location,

e. Current and projected work load,

f. Volume of previously awarded contracts, and

g. Involvement of minority consultants.

8. Once a consultant is selected, the Local Agency enters into negotiations with the consultant to obtain a fair and reasonable price for the anticipated work. Pre-negotiation audits are prepared for contracts expected to be greater than $50,000. Federal reimbursements for costs are limited to those costs allowable under the cost principles of 48 CFR 31. Fixed fees (profit) are determined with consideration given to size, complexity, duration, and degree of risk involved in the work. Profit is in the range of six to 15 percent of the total direct and indirect costs.

9. A qualified Local Agency employee shall be responsible and in charge of the Work to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of the contract. At the end of Work, the Local Agency prepares a performance evaluation (a CDOT form is available) on the consultant.

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

# EXHIBIT I
# FEDERAL-AID CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS



**I. GENERAL**

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

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

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

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

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

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

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

**II. NONDISCRIMINATION**

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

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

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

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

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

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

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

b. The contractor will accept as its operating policy the following statement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**6. Training and Promotion:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

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

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

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

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

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

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

## III. NONSEGREGATED FACILITIES

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

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

## IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

**1. Minimum wages**

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

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

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

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

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

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

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

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

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

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

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

**2. Withholding**

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

**3. Payrolls and basic records**

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

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

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

(i) That the payroll for the payroll period contains the information required to be provided under §5.5(a)(3)
(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

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

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

**4. Apprentices and trainees**

a. Apprentices (programs of the USDOL).

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

c. Equal employment opportunity.

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

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

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

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

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

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

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

9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and
7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

**VII. SAFETY: ACCIDENTPREVENTION**

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

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

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

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

**VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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

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

18 U.S.C. 1020 reads as follows:

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

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

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

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

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

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

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

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

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

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

**1. Instructions for Certification – First Tier Participants:**

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

**2. Instructions for Certification - Lower Tier Participants:**

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

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

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

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

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

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

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

Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

* * * * *

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

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

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

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

# EXHIBIT J

## ADDITIONAL FEDERAL REQUIREMENTS

Federal laws and regulations that may be applicable to the Work include:

**Executive Order 11246**

Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of $10,000 by the Local Agencys and their contractors or the Local Agencys).

**Copeland "Anti-Kickback" Act**

The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and sub-Agreements for construction or repair).

**Davis-Bacon Act**

The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of $2,000 awarded by the Local Agencys and the Local Agencys when required by Federal Agreement program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).

**Contract Work Hours and Safety Standards Act**

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by the Local Agency's in excess of $2,000, and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers).

**Clear Air Act**

Standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and sub-Agreements of amounts in excess of $100,000).

**Energy Policy and Conservation Act**

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

**OMB Circulars**

Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.

**Hatch Act**

The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

**Nondiscrimination**

The Local Agency shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color national origin, sex, age or disability. Prior to the receipt of any Federal financial assistance from CDOT, the Local Agency shall execute the attached Standard DOT Title VI assurance. As appropriate, the Local Agency shall include Appendix A, B, or C to the Standard DOT Title VI assurance in any contract utilizing federal funds, land or other aid. The Local Agency shall also include the following in all contract advertisements:

> *The [Local Agency], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (79 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, DBEs will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for any award.*

**ADA**

In any contract utilizing federal funds, land, or other federal aid, the Local Agency shall require the federal-aid recipient or contractor to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.

**Uniform Relocation Assistance and Real Property Acquisition Policies Act**

The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91-646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of the Agreement).

**Drug-Free Workplace Act**

The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.).

**Age Discrimination Act of 1975**

The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et. seq. and its implementing regulation, 45 C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.

**23 C.F.R. Part 172**

23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".

**23 C.F.R Part 633**

23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".

**23 C.F.R. Part 635**

23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".

**Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973**

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973. The requirements for which are shown in the Nondiscrimination Provisions, which are attached hereto and made a part hereof.

**Nondiscrimination Provisions:**

In compliance with Title VI of the Civil Rights Act of 1964 and with Section 162(a) of the Federal Aid Highway Act of 1973, the Contractor, for itself, its assignees and successors in interest, agree as follows:

**i. Compliance with Regulations**

The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

**ii. Nondiscrimination**

The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix C of the Regulations.

**iii. Solicitations for Subcontracts, Including Procurement of Materials and Equipment**

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, mental or physical handicap or national origin.

**iv. Information and Reports**

The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forth what efforts have been made to obtain the information.

**v. Sanctions for Noncompliance**

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: **a.** Withholding of payments to the Contractor under the contract until the Contractor complies, and/or **b.** Cancellation, termination or suspension of the contract, in whole or in part.

**Incorporation of Provisions §22**

The Contractor will include the provisions of this Exhibit J in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.

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**SAMPLE**

**The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination Assurances for Local Agencies**

**DOT Order No. 1050.2A**

The [Local Agency] (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Colorado Department of Transportation and the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and Federal Aviation Administration (FAA), is subject to and will comply with the following:

**Statutory/Regulatory Authorities**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

**General Assurances**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

> *"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, "for which the Recipient receives Federal financial assistance from DOT, including the FHWA, FTA, or FAA.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non- discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

**Specific Assurances**

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FHWA, FTA, and FAA assisted programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all FHWA, FTA and FAA programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
3. "The [Local Agency] in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity

4. to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
5. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

6. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

7. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

8. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

9. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

10. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.

11. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

12. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the [Local Agency] also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA, FTA, and FAA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by CDOT, FHWA, FTA, or FAA. You must keep records, reports, and submit the material for review upon request to CDOT, FHWA, FTA, or FAA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

[Local Agency] gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FHWA, FTA, and FAA. This ASSURANCE is binding on [Local Agency], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FHWA, FTA, and FAA funded programs. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

______________________________________

(***Name of Recipient***)

by____________________________________

(***Signature of Authorized Official***)

DATED________________________________

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, FHWA, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the [Local Agency], CDOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the [Local Agency], CDOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the [Local Agency] will impose such contract sanctions as it, CDOT or FHWA may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the [Local Agency], CDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX B

## CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the [Local Agency] will accept title to the lands and maintain the project constructed thereon in accordance with (***Name of Appropriate Legislative Authority***), the Regulations for the Administration of (***Name of Appropriate Program***), and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the [Local Agency] all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

## (HABENDUM CLAUSE)

**TO HAVE AND TO HOLD** said lands and interests therein unto [Local Agency] and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the [Local Agency] its successors and assigns.

The [Local Agency], in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the [Local Agency] will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX C

## CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the [Local Agency] pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

   1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the [Local Agency] will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the [Local Agency] and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX D

## CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by [Local Agency] pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non- discrimination covenants, [Local Agency] will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will there upon revert to and vest in and become the absolute property of [Local Agency] of Transportation and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**<u>Pertinent Non-Discrimination Authorities</u>**:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

# EXHIBIT K
## FFATA SUPPLEMENTAL FEDERAL PROVISIONS

**State of Colorado**
**Supplemental Provisions for**
**Federally Funded Contracts, Grants, and Purchase Orders**
**Subject to**
**The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended**
**Revised as of 3-20-13**

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

**1. Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

**1.1. "Award"** means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:

**1.1.1.** Grants;
**1.1.2.** Contracts;
**1.1.3.** Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
**1.1.4.** Loans;
**1.1.5.** Loan Guarantees;
**1.1.6.** Subsidies;
**1.1.7.** Insurance;
**1.1.8.** Food commodities;
**1.1.9.** Direct appropriations;
**1.1.10.** Assessed and voluntary contributions; and
**1.1.11.** Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award ***does not*** include:

**1.1.12.** Technical assistance, which provides services in lieu of money;
**1.1.13.** A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
**1.1.14.** Any award classified for security purposes; or
**1.1.15.** Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

**1.2. "Contract"** means the contract to which these Supplemental Provisions are attached and includes all Award types in **§1.1.1** through **1.1.11** above.

**1.3. "Contractor"** means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

**1.4. "Data Universal Numbering System (DUNS) Number"** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: http://fedgov.dnb.com/webform.

**1.5. "Entity"** means all of the following as defined at 2 CFR part 25, subpart C;

**1.5.1.** A governmental organization, which is a State, local government, or Indian Tribe;
**1.5.2.** A foreign public entity;
**1.5.3.** A domestic or foreign non-profit organization;

**1.5.4.** A domestic or foreign for-profit organization; and

**1.5.5.** A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.

**1.6.** **"Executive"** means an officer, managing partner or any other employee in a management position.

**1.7.** **"Federal Award Identification Number (FAIN)"** means an Award number assigned by a Federal agency to a Prime Recipient.

**1.8.** **"FFATA"** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109- 282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the "Transparency Act."

**1.9.** **"Prime Recipient"** means a Colorado State agency or institution of higher education that receives an Award.

**1.10.** **"Subaward"** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient's support in the performance of all or any portion of the substantive project or program for which the Award was granted.

**1.11.** **"Subrecipient"** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term "Subrecipient" includes and may be referred to as Subgrantee.

**1.12.** **"Subrecipient Parent DUNS Number"** means the subrecipient parent organization's 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.

**1.13.** **"Supplemental Provisions"** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.

**1.14.** **"System for Award Management (SAM)"** means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov.

**1.15.** **"Total Compensation"** means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year and includes the following:

**1.15.1.** Salary and bonus;

**1.15.2.** Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

**1.15.3.** Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

**1.15.4.** Change in present value of defined benefit and actuarial pension plans;

**1.15.5.** Above-market earnings on deferred compensation which is not tax-qualified;

**1.15.6.** Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

**1.16.** "**Transparency Act**" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.

**1.17 "Vendor"** means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

**2. Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

**3. System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**

**3.1. SAM.** Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

**3.2. DUNS.** Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

**4. Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

**4.1.** The total Federal funding authorized to date under the Award is $25,000 or more; and

**4.2.** In the preceding fiscal year, Contractor received:

**4.2.1.** 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

**4.2.2.** $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

**4.3.** The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

**5. Reporting.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in **§2** above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at http://www.colorado.gov/dpa/dfp/sco/FFATA.htm.

**6. Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is $25,000 or more. If the initial Award is below $25,000 but subsequent Award modifications result in a total Award of $25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $25,000. If the initial Award is $25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $25,000, the Award shall continue to be subject to the reporting requirements.

**7. Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.

**7.1 To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM ***for each*** Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

**7.1.1** Subrecipient DUNS Number;

**7.1.2** Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;

**7.1.3** Subrecipient Parent DUNS Number;

**7.1.4** Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

**7.1.5** Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

**7.1.6** Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

**7.2 To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

**7.2.1** Subrecipient's DUNS Number as registered in **SAM**.

**7.2.2** Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

**8. Exemptions.**

**8.1.** These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

**8.2** A Contractor with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

**8.3** Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.

**8.4** There are no Transparency Act reporting requirements for Vendors.

**Event of Default.** Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

# EXHIBIT L

## SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT

| CDOT SUBRECIPIENT RISK ASSESSMENT | | Date: | |
|---|---|---|---|
| Name of Entity (Subrecipient): | | | |
| Name of Project / Program: | | | |
| Estimated Award Period: | | | |
| Entity Executive Director or VP: | | | |
| Entity Chief Financial Officer: | | | |
| Entity Representative for this Self Assessment: | | | |

| | ***Instructions: (See "Instructions" tab for more information)***<br>*1. Check only one box for each question. All questions are required to be answered.*<br>*2. Utilize the "Comment" section below the last question for additional responses.*<br>*3. When complete, check the box at the bottom of the form to authorize.* | Yes | No | N/A |
|---|---|---|---|---|
| **EXPERIENCE ASSESSMENT** | | **Yes** | **No** | **N/A** |
| 1 | Is your entity new to operating or managing federal funds (has not done so within the past three years)? | ☐ | ☐ | |
| 2 | Is this funding program new for your entity (managed for less than three years)? *Examples of funding programs include CMAQ, TAP, STP-M, etc.* | ☐ | ☐ | |
| 3 | Does your staff assigned to the program have at least three full years of experience with this federal program? | ☐ | ☐ | |
| **MONITORING/AUDIT ASSESSMENT** | | **Yes** | **No** | **N/A** |
| 4 | Has your entity had an on-site project or grant review from an external entity *(e.g., CDOT, FHWA)* within the last three years? | ☐ | ☐ | ☐ |
| 5 | a) Were there non-compliance issues in this prior review? | ☐ | ☐ | ☐ |
| | b) What were the number and extent of issues in prior review? | ☐ *1 to 2* | ☐ *> 3* | ☐ |
| **OPERATION ASSESSMENT** | | **Yes** | **No** | **N/A** |
| 6 | Does your entity have a time and effort reporting system in place to account for 100% of all employees' time, that can provide a breakdown of the actual time spent on each funded project? *If No, in the comment section please explain how you intend to document 100% of hours worked by employees and breakdown of time spent on each funding project.* | ☐ | ☐ | |
| **FINANCIAL ASSESSMENT** | | **Yes** | **No** | **N/A** |
| 7 | a) Does your entity have an indirect cost rate that is approved and current? | ☐ | ☐ | |
| | b) If Yes, who approved the rate, and what date was it approved? | | | |
| 8 | Is this grant/award 10% or more of your entity's overall funding? | ☐ *>10%* | ☐ *<10%* | |
| 9 | Has your entity returned lapsed* funds? **Funds "lapse" when they are no longer available for obligation.* | ☐ | ☐ | ☐ |
| 10 | Has your entity had difficulty meeting local match requirements in the last three years? | ☐ | ☐ | ☐ |
| 11 | What is the total federal funding your entity has been awarded for the last federal fiscal year, and what is your entity's fiscal year end? | | | |

| INTERNAL CONTROLS ASSESSMENT | | Yes | No | N/A |
|---|---|---|---|---|
| 12 | Has your entity had any significant changes in key personnel or accounting system(s) in the last year? *(e.g., Controller, Exec Director, Program Mgr, Accounting Mgr, etc.) If Yes, in the comment section, please identify the accounting system(s), and / or list personnel positions and identify any that are vacant.* | ☐ | ☐ | ☐ |
| 13 | Does your entity have financial procedures and controls in place to accommodate a federal-aid project? | ☐ | ☐ | |
| 14 | Does your accounting system identify the receipts and expenditures of program funds separately for each award? | ☐ | ☐ | |
| 15 | Will your accounting system provide for the recording of expenditures for each award by the budget cost categories shown in the approved budget? | ☐ | ☐ | |
| 16 | Does your agency have a review process for all expenditures that will ensure that all costs are reasonable, allowable and allocated correctly to each funding source? *If Yes, in the comment section, please explain your current process for reviewing costs.* | ☐ | ☐ | ☐ |
| 17 | How many total FTE perform accounting functions within your organization? | ☐ ≥6 | ☐ 2 to 5 | ☐ < 2 |
| **IMPACT ASSESSMENT** | | **Yes** | **No** | **N/A** |
| 18 | For this upcoming federal award or in the immediate future, does your entity have any potential conflicts of interest* in accordance with applicable Federal awarding agency policy? *If Yes, please disclose these conflicts in writing, along with supporting information, and submit with this form. ( *Any practices, activities or relationships that reasonably appear to be in conflict with the full performance of the Subrecipient's obligations to the State.)* | ☐ | ☐ | |
| 19 | For this award, has your entity disclosed to CDOT, in writing, violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award? *Response options:*<br>***YES** = Check if have one or more violation(s) and have either disclosed previously to CDOT or as part of this form. In the comment section, list all violations with names of supporting documentation and submit with this form.*<br>***NO** = Check if have one or more violation(s) and have not disclosed previously or will not disclose as part of this form. Explain in the comment section.*<br>***N/A** = Check if have no violations.* | ☐ | ☐ | ☐ |
| **PROGRAM MANAGEMENT ASSESSMENT** | | **Yes** | **No** | **N/A** |
| 20 | Does your entity have a written process/procedure or certification statement approved by your governing board ensuring critical project personnel are capable of effectively managing Federal-aid projects? *If Yes, please submit with this form.* | ☐ | ☐ | ☐ |
| 21 | Does your entity have written procurement policies or certification statement for consultant selection approved by your governing board in compliance with 23 CFR 172*? *If Yes, please submit with this form. ( *The Brooks Act requires agencies to promote open competition by advertising, ranking, selecting, and negotiating contracts based on demonstrated competence and qualifications, at a fair and reasonable price.)* | ☐ | ☐ | ☐ |
| 22 | a) Is your staff familiar with the relevant CDOT manuals and federal program requirements? | ☐ | ☐ | ☐ |
| | b) Does your entity have a written policy or a certification statement approved by your governing board assuring federal-aid projects will receive adequate inspections? *If Yes, please submit with this form.* | ☐ | ☐ | ☐ |
| | c) Does your entity have a written process or a certification statement approved by your governing board assuring a contractor's work will be completed in conformance with approved plans and specifications? *If Yes, please submit with this form.* | ☐ | ☐ | ☐ |

| | | | |
|---|---|---|---|
| d) Does your entity have a written policy or certification statement approved by your governing board assuring that materials installed on the projects are sampled and tested per approved processes. *If Yes, please submit with this form.* | ☐ | ☐ | ☐ |
| e) Does your entity have a written policy or certification statement approved by your governing board assuring that only US manufactured steel will be incorporated into the project *(Buy America requirements* )? *If Yes, please submit with this form.* | ☐ | ☐ | ☐ |

***Comments*** *- As needed, include the question number and provide comments related to the above questions. Insert additional rows as needed.*

☐ ***By checking this box, the Executive Director, VP or Chief Financial Officer of this entity certifies that all information provided on this form is true and correct.***

*Tool Version: v2.0 (081816)*

**EXHIBIT M - OMB Uniform Guidance for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"), Federal Register, Vol. 78, No. 248, 78590**

The agreement to which these Uniform Guidance Supplemental Provisions are attached has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the agreement or any attachments or exhibits incorporated into and made a part of the agreement, the provisions of these Uniform Guidance Supplemental Provisions shall control. In the event of a conflict between the provisions of these Supplemental Provisions and the FFATA Supplemental Provisions, the FFATA Supplemental Provisions shall control.

**9. Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

**9.1.** **"Award"** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise. 2 CFR §200.38

**9.2.** **"Federal Award"** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

**9.3.** **"Federal Awarding Agency"** means a Federal agency providing a Federal Award to a Recipient. 2 CFR §200.37

**9.4.** **"FFATA"** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

**9.5.** **"Grant" or "Grant Agreement"** means an agreement setting forth the terms and conditions of an Award. The term does not include an agreement that provides only direct Federal cash assistance to an individual, a subsidy, a loan, a loan guarantee, insurance, or acquires property or services for the direct benefit of use of the Federal Awarding Agency or Recipient. 2 CFR §200.51.

**9.6.** **"OMB"** means the Executive Office of the President, Office of Management and Budget.

**9.7.** **"Recipient"** means a Colorado State department, agency or institution of higher education that receives a Federal Award from a Federal Awarding Agency to carry out an activity under a Federal program. The term does not include Subrecipients. 2 CFR §200.86

**9.8.** **"State"** means the State of Colorado, acting by and through its departments, agencies and institutions of higher education.

**9.9.** **"Subrecipient"** means a non-Federal entity receiving an Award from a Recipient to carry out part of a Federal program. The term does not include an individual who is a beneficiary of such program.

**9.10.** **"Uniform Guidance"** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A- 133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

**9.11.** **"Uniform Guidance Supplemental Provisions"** means these Supplemental Provisions for Federal Awards subject to the OMB Uniform Guidance, as may be revised pursuant to ongoing guidance from relevant Federal agencies or the Colorado State Controller.

**10. Compliance**. Subrecipient shall comply with all applicable provisions of the Uniform Guidance, including but not limited to these Uniform Guidance Supplemental Provisions. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

**11. Procurement Standards.**

**3.1 Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.

**3.2 Procurement of Recovered Materials**. If Subrecipient is a State Agency or an agency of a political subdivision of a state, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**4. Access to Records.** Subrecipient shall permit Recipient and auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass-through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).

**5. Single Audit Requirements.** If Subrecipient expends $750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.

**5.1 Election**. Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

**5.2 Exemption**. If Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

**5.3 Subrecipient Compliance Responsibility**. Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.

**6. Contract Provisions for Subrecipient Contracts.** Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant Agreement.

**6.1 Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants foremployment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided bylaw.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

**4.2 Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-

3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**4.3 Rights to Inventions Made Under a Contract or Agreement.** If the Federal Award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**4.4 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended**. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**4.5 Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**4.6 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**7. Certifications**. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

**1. 8.Event of Default.** Failure to comply with these Uniform Guidance Supplemental Provisions shall constitute an event of default under the Grant Agreement (2 CFR §200.339) and the State may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

9. **Effective Date.** The effective date of the Uniform Guidance is December 26, 2013. 2 CFR §200.110. The procurement standards set forth in Uniform Guidance §§200.317-200.326 are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in Uniform Guidance Subpart F-Audit Requirements are applicable to audits of fiscal years beginning on or after December 26, 2014.

10. **Performance Measurement**

The Uniform Guidance requires completion of OMB-approved standard information collection forms (the PPR). The form focuses on outcomes, as related to the Federal Award Performance Goals that awarding Federal agencies are required to detail in the Awards.

Section 200.301 provides guidance to Federal agencies to measure performance in a way that will help the Federal awarding agency and other non-Federal entities to improve program outcomes.

The Federal awarding agency is required to provide recipients with clear performance goals, indicators, and milestones (200.210). Also, must require the recipient to relate financial data to performance accomplishments of the Federal award.

City Council
Agenda Item 11.C.
November 18, 2021

# STAFF REPORT

**TO:** Mayor Pro-Tem LaBarre and City Council

**FROM:**

**DATE:** November 18, 2021

**SUBJECT:** City Attorney's Report

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**BACKGROUND:**

**RECOMMENDATION:**

**ATTACHMENTS:** None